



***First Judicial District of Pennsylvania
Procurement Unit
368 City Hall
Philadelphia, Pennsylvania 19107
(215) 683-7940
<https://www.courts.phila.gov/>***

October 15, 2025

Dear Prospective Vendor:

You are invited to submit a proposal for Domestic Relations Custody Mediation Program Services, in accordance with the First Judicial District of Pennsylvania's ("FJD's") enclosed Request for Proposal ("RFP").

All proposals must be submitted to the Domestic Relations Custody Mediation Program Services RFP, *First Judicial District of Pennsylvania, Procurement Unit, 368 City Hall, Philadelphia, Pennsylvania 19107.*

Proposals must be received in a sealed envelope at the above address no later than 3:00 P.M., *Friday, November 14, 2025.* Late proposals will not be considered regardless of the reason.

All questions should be directed, in writing, no later than 3:00 P.M., *Friday, October 24, 2025*, to Shanda L. Holloway, Procurement Unit, First Judicial District of Pennsylvania, 368 City Hall, Philadelphia, PA 19107, via email to Procurement_CityHall@courts.phila.gov. All vendors will be provided with answers to questions asked by any one vendor.

Proposal evaluation and vendor selection will be completed as soon as possible. All bidders will be notified.

Sincerely,

DocuSigned by:
A handwritten signature in black ink that reads "Stephanie Rigterink".
295CB487093D404...

Stephanie Rigterink, Esquire

Deputy Court Administrator, Procurement

First Judicial District of Pennsylvania

Request for Proposal
for
Domestic Relations Custody Mediation Program
Services

Procurement Unit

October 15, 2025

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1. Background

The First Judicial District of Pennsylvania, Court of Common Pleas, Family Division, Domestic Relations Branch (“FJD”) has varied responsibilities in responding to child custody petitions.

2. Scope of Task

Deviation from the scope below, where recommended by the Vendor, is permissible but reasoning for deviating must be specified within Vendor’s proposal.

The selected vendor will provide onsite, in-person custody mediation services in connection with Petitions to Modify Custody filed in Philadelphia Family Court. This initiative will begin with a focus on these petitions, with the potential for future expansion.

- a) All mediators must be qualified in accordance with Pennsylvania Rule of Civil Procedure 1940.4, have demonstrated experience in custody mediation, and be available to conduct sessions in person on the 7th floor of Philadelphia Family Court, 1501 Arch Street, Philadelphia PA 19102. The Court has dedicated space within the 7th floor for all mediation sessions, and vendors are expected to utilize this designated location accordingly.
- b) Qualified custody mediators will be responsible for conducting a mandatory mediation orientation for all parties. If all parties agree to proceed, the mediator will then conduct the custody mediation session.
- c) Last year, the Court received approximately three thousand two hundred twenty-five (3,225) Petitions to Modify Custody. Based on historical data, a similar number is anticipated this year. Approximately fifty percent (50%) of those Petitions to Modify Custody are expected to qualify for mediation. The remaining 50% do not qualify under Pennsylvania Rule of Civil Procedure 1940.3.
- d) The vendor will be expected to maintain professional communication with designated court personnel and follow any administrative protocols necessary to support the mediation process.
- e) The anticipated start date for implementation is mid-December 2025, subject to final coordination with the selected vendor.

3. Issuing Office

The FJD is the sole point of contact regarding all procurement and contractual matters relating to the services described herein. The FJD is authorized to change, modify, amend, alter, or clarify the specifications, terms, and conditions of this RFP, including having the right to cancel this RFP at any time. Communications must be in writing and addressed to:

First Judicial District of Pennsylvania

Procurement Unit

City Hall, Room 368,

Philadelphia, PA 19107

Attention: Shanda L. Holloway

Procurement_CityHall@courts.phila.gov

4. Information Required from Vendor

Vendor's responses must be submitted in the format outlined below. To be considered, the proposal must respond to all the requirements of the RFP. *Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.*

a) Work Plan

Please describe in detail how the proposal given will meet or exceed each of the above baseline requirements. Accordingly, all proposed pricing must be itemized, with detailed descriptions of the standard and extended support and maintenance provided.

b) Personnel

Include the names, resumes, and qualifications of executive, managerial, and technical personnel who will be engaged in the project. Include their experience in the services to be provided, how long they have been with your business, and the responsibilities that they will have for the project. List references and similar projects requiring experience and expertise in which specific personnel have been involved.

i) Employee Criminal Records

Prior to execution of an agreement, the selected Vendor shall conduct an independent investigation, including all assigned personnel submitting to a fingerprint-based criminal record check, to determine whether any proposed personnel have a criminal record or have been charged or indicted with any criminal offense. Such independent investigation shall include making direct inquiry into such current and prospective personnel and reviewing all reasonably available public records. Vendor shall provide investigation results to the FJD before any current or prospective employee, agent, or subcontractor commences services in coordination with any subsequent contract. Vendor agrees that no personnel with a criminal record or currently charged or indicted with a criminal offense will perform services pursuant to any subsequent agreement.

ii) Travel Expenses

All travel expenses for Vendor's personnel shall be the responsibility of the Vendor.

c) Fee and Related Information

Fee information is required to support the reasonableness of your proposal. The FJD is seeking a contract with a fixed price. Vendor should ensure its work plan covers all anticipated costs.

Vendor should provide detailed line-item costs for the entire project.

5. Criteria for Selection

All Vendor responses will be reviewed and evaluated by a committee of personnel selected by the FJD. This committee will recommend selecting the proposal that most closely satisfies the requirements of the RFP and the needs of the FJD.

a) Vendor's Qualifications

This refers to the ability of the Vendor to meet all the terms of the RFP, especially the quality, relevancy, and recency of projects completed by the Vendor.

b) Personnel Qualifications

This refers to the competence of professional and technical personnel who would be assigned to the job by the Vendor. Qualifications of professional personnel will be measured by experience, with reference to experience on similar projects described in the RFP.

c) Understanding the Problems and Needs

This refers to the Vendor's understanding of the needs and/or problems generated by the project specified in the RFP as well as the objectives in asking for the services and the nature and scope of the work involved.

d) Cost

This factor will be weighed heavily but will not necessarily be the determining factor in the selection process.

e) Disadvantaged Minority, Women, and Disabled Owned Business Enterprises Participation ("M/W/DSBE")

With the FJD placing high value on diversity of experiences and perspectives, this refers to the benefit received by the FJD in promoting equal opportunity through long-term competitive development and allocation of experience to new or small businesses, including those qualified Vendors owned by minority persons, by disabled persons, or by women. M/W/DSBEs, as defined by the City of Philadelphia's Office of Economic Opportunity ("OEO") are encouraged to participate as prime proposers. Prime proposers who are not M/W/DSBEs are encouraged to identify and utilize M/W/DSBEs as sub-Vendors. Vendors are requested to identify the amount of M/W/DSBE participation in this project by listing both dollar amount and percentage of total proposal.

6. Additional Conditions Governing the Procurement Process

a) Rights Reserved

Upon determination that its best interest would be served, the FJD shall have the right to:

- i)** Cancel the procurement at any time prior to the contract award.
- ii)** Amend this solicitation, including the scope of requested services, at any time.
- iii)** Refuse to consider proposals which do not conform to solicitation requirements. One copy of any proposal which is returned as non-conforming will be retained by the FJD for documentation purposes.
- iv)** Require Vendors, at their expense, to submit written clarification of proposals in any manner or format that the FJD may require.
- v)** Require that all proposals submitted in response to this solicitation, upon receipt by the FJD, become the property of the FJD.
- vi)** Invite some, but not necessarily all, Vendors to present or demonstrate their proposed solution.
- vii)** Allow no additions or changes to the original proposal after the due date specified herein, except as may affect all Vendors.
- viii)** Award or reject, in whole or in part, all proposals.
- ix)** Reject the proposal of any Vendor in default of any prior contract or for misrepresentation of experience presented.
- x)** Request information in response to a "Best and Final" proposal from one or more Vendors.
- xi)** Allow a Vendor to remedy, in writing, any deficiency which is not material.

b) Conditions of Bidding and Instructions

The foregoing proposal is subject to the following conditions and instructions, all interpretations of adherence to which shall be at the sole discretion of the FJD. Deviating from these conditions and instructions is sufficient reason for proposal rejection. Violating any of these conditions is reason to reject a Vendor's proposal or rescind any contract awarded pursuant to this RFP.

i) Preparation of Proposals

- (1)** Proposals must be written in ink or typewritten, signed, and placed in a sealed envelope or carton. The proposal's signor must be the owner, if a sole proprietor, or by a general partner, if the Vendor is a partnership. If the Vendor is a corporation, the proposal must bear the corporate seal, and the signor must be the president or vice president with signature attestation by the secretary, treasurer, or assistant secretary or treasurer. Alternatively, a corporate Vendor may execute a proposal through signing by an officer, employee, or agent having express authority through a power of attorney identifying such officer or agent by name and title. Power of attorney must bear the corporate seal and be attached to the proposal. A Vendor must indicate whether authorized to do business in Pennsylvania and document, if applicable, the place of incorporation.
- (2)** The FJD will only consider proposals received at the designated office at the time specified in the RFP. The delivery date is the date of actual receipt.
- (3)** Vendor must submit a complete response. A proposal which is incomplete, obscure, conditional, unbalanced, contains additions not called for or irregularities of any kind, including alterations or erasures, may be rejected as informal and may void the response entirely.
- (4)** Vendor cannot withdraw a proposal for sixty (60) days from the date of deadline specified for submission of proposals, except as otherwise provided herein. FJD considers requests for permission to withdraw a proposal before opening upon receipt of written notification or by personal request of the Vendor, where Vendor submits such requests no later than forty-eight (48) hours before the time fixed for the opening and consideration of proposals.
- (5)** FJD does not consider changes in prices, terms, and conditions after the deadline for submission of proposals.

ii) Acceptance and Rejection of Proposals

- (1) The FJD reserves the right to reject any or all proposals, to waive technical defects, and to accept or reject any part of any proposal, if, in its judgement, doing so best serves the FJD's interest.
- (2) FJD will not make award to any Vendor who is in default of any bid, purchase order, or contract with the FJD or its components, prior to the date of the RFP under consideration.
- (3) The successful Vendor's proposal shall become binding and part of the contract upon approval as to its form by the FJD Legal Services Department.

c) Surety for Proposals

If required by the RFP, a bond in favor of and payable to the FJD, in a sum and form determined to be appropriate by the FJD, must accompany the proposal. In such instances, FJD retains the security of the three (3) most qualified Vendors until contract execution.

d) Penalty for Failure to Execute Contract

Any Vendor not lawfully released from their proposal, who refuses to execute a contract, or who refuses to furnish any required bonds and insurance, shall be liable to the FJD for the check deposited as security for their proposal as liquidated damages. However, where damages are readily ascertainable, such Vendor shall be liable for the actual loss or damage sustained because of Vendor's failure to execute such contract.

e) Nondiscrimination

During the term of any subsequent contract resulting from this procurement, Vendor agrees to the following:

- i) Vendor shall not discriminate nor permit discrimination against any employee, applicant for employment, independent contractor, or any other person, because of race, color, religious creed, ancestry, national origin, age, sex, sexual orientation, gender identity or expression, or disability, in the performance of this contract. Vendor shall comply with all federal and state laws prohibiting discrimination.
- ii) Pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act*, 28 C.F.R. and 35.101 et seq., the Vendor understands and agrees that no individual with a disability shall, based on such disability, be excluded from participation, in or from activities provided for, because of this procurement. As a condition of accepting and executing any contract, the Vendor agrees to comply with the *General Prohibitions against Discrimination*, 28 C.F.R. and 35.130, and all other regulations promulgated under *Title II of The Americans with Disabilities Act*, which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside Vendors.
- iii) Vendor shall take steps to ensure that it treats applicants seeking employment, or employees or agents during employment, fairly and without prejudice nor bias to their race, color, religious creed, ancestry, national origin, age, sex, sexual orientation, gender identity or expression, or disability in the performance of any contract because of this procurement. Fair treatment shall be given in all instances, including, but is not limited to, employment, promotion, demotion or transfer, recruitment and associated advertising, layoff, or termination, pay rates or other forms of compensation, as well as selection for training.
- iv) Vendor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive fair consideration for employment without prejudice

nor bias to race, color, religious creed, ancestry, national origin, age, sex, sexual orientation, gender identity or expression, or disability.

- v) Vendor shall include the provisions of this nondiscrimination clause in every subcontract pertaining to the performance of any contract resulting from this procurement, so that such provisions will be binding upon each subcontractor. In the event of subcontractor violation, Vendor shall promptly notify, in writing, Stephanie Rigterink, Esquire, Deputy Court Administrator, First Judicial District of Pennsylvania, Procurement Unit, City Hall, Room 368, Philadelphia, Pennsylvania 19107.
- vi) Vendor's noncompliance with the RFP's nondiscrimination clause or with any such law governing nondiscrimination shall result in Vendor taking all necessary steps to come into compliance.
- vii) Where Vendor is noncompliant with the nondiscrimination clause of any subsequent contract or with any such laws governing nondiscrimination, the contract may be terminated or suspended, in whole or in part, whereupon all obligations under the contract shall cease, save only the obligation to pay Vendor the sums due for goods and services already provided for and accepted by the FJD prior to the date of termination.
- viii) Continued refusal by Vendor to comply with this nondiscrimination clause may result in Vendor's temporary ineligibility for further Administrative Office of Pennsylvania Courts ("AOPC") contracts, FJD contracts, and other sanctions imposed, or remedies invoked.
- ix) It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Vendor has delegated some of its employment practices.
- x) Upon request, Vendor shall furnish all necessary employment documents and records to, and permit access to its records and accounts by, the FJD or its authorized representative, for purposes of investigation to ascertain compliance with the provisions of this nondiscrimination clause.
- xi) Vendor's obligations under this clause are limited to the Vendor's facilities within Pennsylvania, or, where the contract is for the purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are manufactured, produced, assembled, or delivered.
- xii) The Vendor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania, the AOPC, the City of Philadelphia, and the FJD, along with their respective officers, agents, and employees, from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against any or all listed above, because of the Vendor's failure to comply with the provisions of this nondiscrimination clause.

f) Prevailing Wage

Historically, the FJD does not require and Vendor to hire or employ unionized personnel. However, the FJD does require the selected Vendor to compensate any personnel and/or subcontractors performing requisite services of this solicitation at the current prevailing wage levels for similar work or services; wages, as used herein, shall include all fringe benefits. During a subsequent agreement to this solicitation, any increases in pay granted to organized labor by employers shall also be paid to non-organized personnel doing similar work.

g) Qualifications to Do Business

The Vendor shall provide, within five (5) days after receiving a letter of intent to award a Contract, an opinion letter from its legal counsel that the Vendor is qualified to do business in

Pennsylvania and not prohibited by articles of incorporation, bylaws, or the law, from performing the required services under the Contract. This opinion letter will acknowledge that the FJD is relying on said opinion in awarding and executing the Contract.

h) Prohibition on Foreign Corporations

Any Vendor, being a foreign, non-US corporation or operating under a fictitious or assumed name, will not receive a contract award, unless the Vendor has complied or has agreed to comply with the regulations governing proper registration under the laws of the Commonwealth of Pennsylvania and as otherwise required by the FJD.

Vendors incorporated in another state shall provide registration documentation to establish that the corporation can conduct business in Pennsylvania.

i) Rejection of Collusive Bids

FJD summarily rejects proposals received from Vendors who engage in collusive bidding. The terms and conditions of the *Antibid Rigging Act*, 62 Pa C.S. §§ 4501-09 (2014), apply.

j) Incurring Costs

The FJD is not liable for any cost incurred by Vendor in the preparation and presentation of proposals. FJD liability is strictly limited to the terms and conditions of the contract.

k) Proposal Amendments and Rules for Withdrawal

Unless requested by the FJD, no amendments, revisions, or alterations to proposals will be accepted after the proposal due date. After the proposal due date, a submitted proposal may be withdrawn upon written request of the Vendor. In such instances, Vendor forfeits the bid bond, if required, upon the granting of such request. Any submitted proposal shall remain valid for sixty (60) days after the proposal due date or until a contract is formally executed, whichever comes first.

l) Negotiation of Contract

Negotiations with the selected Vendor(s) whose proposal(s) satisfactorily identify the requisite criteria for this project as stated in this RFP will occur. All contracts shall be subject to standard governmental clauses as prescribed by the FJD. The FJD reserves the right to assign the contract to any person, office, or entity, as it deems appropriate or as ordered by the Supreme Court of Pennsylvania.

m) Anti-Bribery

Vendor, by submitting a proposal, certifies the Vendor's lack of bribing or attempting to bribe an officer or employee of the FJD.

n) Offer of Gratuities

By submitting a proposal, Vendor certifies that they offered no gratuities of any type nor caused an elected or appointed official or FJD employee or their political subdivision(s) to receive gratuities of any type in connection with this procurement from the Vendor, the Vendor's agents or employees, or subcontractors.

o) Restrictions on Contact with FJD Personnel

From the date of release of this RFP until such time as a contract is awarded, all contact with personnel employed by or contracted to the FJD is prohibited except as required by this RFP.

p) Restrictions on the Use of Former Judiciary Personnel

By submitting a proposal, Vendor certifies that no person formerly employed by the Pennsylvania Judicial Branch on a full-time basis within twelve (12) months immediately preceding the date of the RFP release had any involvement whatsoever in the preparation of Vendor's proposal. For purposes of this subsection, a "full-time basis" means providing services for a minimum of thirty-five (35) hours per week for a period of twelve (12) consecutive months, at least one (1) month of which fell within the twelve (12) months immediately prior to the date of the release of the RFP.

Vendor further certifies that if awarded the Contract, after Contract execution, if any person described above should come into the Vendor's employ, such person shall not be assigned to this project at any time during the contract period without prior written consent of the FJD.

q) Conflict of Interest

No member of the FJD or any elected or appointed official serving as a member of any committee formed to review or select a Vendor shall have more than a nominal financial interest in any Vendor or Vendors submitting proposals in response to this RFP. All people serving in the capacity of selection or review and evaluation staff shall sign a disclosure statement indicating any financial relationships, contractual, or other professional agreements with Vendors who submit a proposal in response to the RFP.

r) News Releases

Prior approval and coordination with the FJD are required prior to making news releases pertaining to the RFP.

s) Public Disclosure

Generally, the FJD does not disclose any personally or professionally identifiable information collected or obtained through normal FJD business practices and/or procedures, except where permission has been obtained or where the information is classified as public information under the Commonwealth of Pennsylvania *Right to Know Law*, 65 P.S. §§67.101 *et seq.*), Pennsylvania General Assembly Act of Feb. 14, 2008, P.L. 6, No. 3, or any other applicable laws. All participating parties should be aware that information collected or obtained by the FJD through a solicitation and/or business relationship may be subject to examination and inspection if such information is a public record and not otherwise protected from disclosure. Furthermore, no public agency, official, employee, and/or custodian shall be liable, nor shall a cause of action exist, for any loss or damage, based upon the release of a public record, if the public agency, official, employee, and/or custodian acted in good faith in attempting to comply with the provisions of said Acts and/or applicable laws.

t) Indemnification

The selected Vendor shall indemnify, defend, and hold harmless the FJD from and against all losses, costs (including litigation costs and counsel fees), claims, suits, actions, damages, liability, and expenses, including, but not limited to, those in connection with loss of life, bodily and personal injury or damage to property occasioned wholly or in part by Vendor's act or omission or the act or omission of Vendor's agents, subcontractors, or employees pursuant to this procurement.

u) Insurance

The selected Vendor, upon full execution of an agreement, shall, at its sole cost and expense, procure and maintain in full force and effect, covering the performance of the services required under this procurement, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers authorized to do business in the

Commonwealth of Pennsylvania and acceptable to the FJD. All insurance required herein, except the Professional Liability insurance, shall be written on an “occurrence” basis and not a “claims-made” basis. In no event shall work be performed until the required evidence of insurance has been furnished. If Vendor fails to obtain or maintain the required insurance, the FJD shall have the right to treat such failure as a breach of contract and to exercise all appropriate rights and remedies. The insurance shall provide for at least thirty (30) days prior written notice to be given to the FJD in the event coverage is materially changed, cancelled, or non-renewed. The FJD, their officers, employees, and agents, are to be named as additional insureds on the General Liability Insurance policy. Also, an endorsement is required stating that the coverage afforded to the FJD, their officers, employees, and agents, as additional insureds, will be primary to any coverage available to them.

i) WORKERS COMPENSATION EMPLOYERS’ LIABILITY

(1) Workers’ Compensation: Statutory Limits

(2) Employers Liability: \$100,000 each

Accident-Bodily Injury by Accident:

\$100,000 Each Employee-Bodily Injury by Disease

\$500,000 Policy Limit-Bodily Injury by Disease

(3) Other States insurance, including the Commonwealth of Pennsylvania

ii) GENERAL LIABILITY INSURANCE

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 personal and advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations.

(2) Coverage: Premises operations; blanket contractual liability; personal injury liability (employee exclusion deleted); products and completed operations; independent contractors; employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

iii) CYBER LIABILITY

(1) Limit of Liability: \$1,000,000 per occurrence; \$2,000,000 general aggregate.

(2) Coverage: Network Security and Privacy Liability for both first party and third-party costs incurred as a result of a cyber-incident (including, but not limited to, legal expenses, Information Technology (“IT”) forensics, negotiation and payment of ransomware demand, data restoration, breach notification, call center set up, public relations costs, credit monitoring and identity restoration); Network Business Interruption (including security and system failures which result in lost profits, fixed expenses, and extra costs incurred during the time FJD technology is impacted; Media Liability (including coverage for intellectual property infringement); Errors and Omissions (including, but not limited to, covering claims, through legal defense costs and indemnification, arising from errors in performance of or failure to perform contracted services resulting from a cyber-incident).

iv) AUTOMOBILE LIABILITY

(1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.

(2) Coverage: Owned, non-owned, and hired vehicles.

v) PROFESSIONAL LIABILITY

(1) Limit of Liability: \$1,000,000 with a deductible not to exceed \$10,000.

(2) Coverage: Errors and omissions including liability assumed under contract.

(3) Coverage for occurrences happening during the performance of the services required under this agreement shall be maintained in full force and effect under the policy or “tail” coverage for a period of at least two (2) years after completion of the services.

Certificates of insurance evidencing the required coverages shall be submitted to the FJD at least ten (10) days before work is to begin and at least ten (10) days before each renewal date. The ten (10) day requirement for advance documentation of coverage may be waived in situations where such waiver will benefit the FJD, but under no circumstances shall Vendor begin work (or continue work, in the case of renewal) without providing the required evidence of insurance. The FJD reserves the right to require Vendor to furnish certified copies of the original policies of all insurance required under this procurement at any time upon ten (10) days prior written notice to Vendor. The insurance requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications made in this procurement to the limits of the policies of insurance required to be maintained by Vendor.

v) Indebtedness

If selected, Vendor must certify and represent that they, along with any entities under common control with or controlled by Vendor, are not currently indebted to the City of Philadelphia (“City”), and will not at any time during the term of this procurement (including any extensions or renewals thereof) be indebted to the City for, or on account of, any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District of Philadelphia), water bills, sewer bills, liens, judgments, fees, or other debts for which no written agreement or payment plan satisfactory to the City has been established. Vendor shall remain current during the term of this procurement with all such payments and shall inform the FJD in writing of Vendor’s receipt of any notices of delinquent payments within five (5) days after said receipt. Vendor acknowledges that, in addition to any rights or remedies available to the City at law or in equity, any breach or failure to conform to this certification may, at the FJD’s option, result in the withholding of payments otherwise due to Vendor and, if such breach or failure is not resolved to the City’s satisfaction within a reasonable timeframe specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of an agreement for default (in which case, Vendor shall be liable for all excess costs and other damages resulting from the termination). It is further understood that false certification or representation is subject to prosecution under Title 18 Pa. C.S. § 4904.