



*First Judicial District of Pennsylvania  
Procurement Unit  
368 City Hall  
Philadelphia, Pennsylvania 19107  
(215) 683-7940  
(215) 683-7942 fax  
<http://courts.phila.gov>*

*Marc Flood, Esquire  
Deputy Court Administrator*

August 5, 2015

Dear Prospective Vendor:

You are invited to submit a proposal for Writ Server Services in accordance with the enclosed Request for Proposal (RFP).

All proposals must be submitted in *five (5) copies to: Writ Server Services, First Judicial District of Pennsylvania, Procurement Unit, Philadelphia City Hall, Room 368, Philadelphia, Pennsylvania 19107.*

Proposals must be received in a sealed envelope at the above address no later than **12:00 P.M. Friday, September 4, 2015.** Late proposals will not be considered regardless of the reason.

All questions should be directed, in writing, to Stephanie B. Rigterink, Procurement, First Judicial District of Pennsylvania, Philadelphia City Hall, Room 368, Philadelphia, Pennsylvania 19107, Fax: (215)683-7942 or email: [stephanie.rigterink@courts.phila.gov](mailto:stephanie.rigterink@courts.phila.gov). The deadline for vendors' questions is *3:00 p.m., Wednesday, August 19, 2015.* Answers to any questions raised will not be official until verified, in writing, by the issuing office.

We expect that evaluation of the proposals and selection of the Vendor will be completed as soon as possible; all Vendors will be notified.

Sincerely,

A handwritten signature in cursive script that reads "Marc Flood".

Marc Flood Esquire  
Deputy Court Administrator

Enclosure: Request for Proposal

**First Judicial District of the Commonwealth of Pennsylvania**

**Request for Proposal**  
for  
**Professional Services Contract**  
for  
**Writ Server Services**

Procurement Unit

August 5, 2015

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**A. Background**

The First Judicial District of the Commonwealth of Pennsylvania (“FJD”) issues an official court order, hereinafter referred to as a “Writ”, to insure an individual(s) Court appearance at future hearing(s). From September of 2014 through May of 2015, the FJD’s Family Court Division issued approximately two-thousand (2,000) Writs to individuals who failed to appear in Court on truancy related matters. The service to hand deliver said Writ(s) to the individual(s) is provided by a Writ Server.

**B. Scope of Task**

The FJD desires to engage a Vendor to provide Writ Server Services for Fiscal Year 2016 (July 1, 2015 – June 30, 2016). The FJD estimates the need to serve approximately four thousand (4,000) Writs for the upcoming fiscal year. Writ Servers will be paid for all Writs served and for properly documented attempts to serve Writs.

**C. Additional Requirements**

The selected Writ Server must demonstrate that they have the appropriate personnel and equipment (e.g. automobiles) to serve Writs throughout the Philadelphia region. The selected Writ Server must coordinate the pick-up and delivery of Writs pursuant to a schedule dictated by the FJD. The selected Writ Server must provide documentation of the services rendered in a form and quantity acceptable to the FJD as well as invoices based on a procedure developed by the FJD and in a form and quantity acceptable to the FJD.

**D. Issuing Office**

The FJD is the sole point of contact with regard to all procurement and contractual matters relating to the services described herein. The FJD is the only office authorized to change, modify, amend, alter or clarify the specifications, terms and conditions of this RFP. The FJD reserves the right to cancel this RFP at any time. With exception to transmittal of questions as noted on the cover letter, **all other communications regarding this procurement must be in writing (via U.S. Mail or facsimile) and addressed to:**

First Judicial District of Pennsylvania  
Procurement Unit  
Philadelphia City Hall, Room 368  
Philadelphia, Pennsylvania 19107  
Attention: Marc Flood, Esquire, Deputy Court Administrator  
Fax Number: 215-683-7942

**E. Information Required from Vendor**

Vendors’ 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.

**1. Statement of the Problem**

State in succinct terms your understanding of the problem presented or the services required by this RFP.

**2. Work Plan**

Describe in narrative form your technical plan for accomplishing the tasks required.

**3. Personnel & Equipment**

Include the names, resumes and qualifications of executive, managerial, technical, and service 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 like experience and expertise in which specific personnel have been involved.

**a. Employee Criminal Records**

Prior to execution of an agreement, the selected Vendor shall conduct an independent investigation to determine whether any proposed personnel have a criminal record or is charged or indicted with any criminal offense. Such independent investigation shall include making a direct inquiry of such current and prospective personnel and reviewing all reasonably available public records. Vendor shall provide the results of its investigation to the FJD before any current or prospective employee commences services in coordination with any subsequent contract. Vendor agrees that it shall not permit any personnel with a criminal record or who is charged or indicted with a criminal offense to perform services pursuant to any subsequent agreement.

**4. Writ Server Fee and Related Information**

The Writ Server fee information is required to support the reasonableness of your proposal.

**F. Criteria for Selection**

All responses from Vendors will be reviewed and evaluated by a Committee of personnel selected by the FJD. This Committee will recommend for selection the proposal that most closely satisfies the requirements of the RFP and the needs of the FJD.

**1. Vendor's Qualifications**

This refers to the ability of the Vendor to meet all the terms of the RFP.

**2. Writ Server Fee**

This factor will be weighted heavily but will not necessarily be the deciding factor in the selection process.

**3. 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 particular reference to experience on similar projects described in the RFP.

**4. Understanding the Problem and Needs**

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

**G. Additional Conditions Governing the Procurement Process**

Vendors must be aware of the following additional conditions governing this procurement:

**1. Rights Reserved**

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

- ◆ Cancel the procurement at any time prior to the Contract award.
- ◆ Amend this solicitation at any time prior to bid closing time and date.
- ◆ Refuse to consider proposals which do not conform to solicitation requirements. One copy of any proposal which is returned as nonconforming will be retained by the FJD for documentation purposes.

- ◆ Require Vendors, at their expense, to submit written clarification of proposals in any manner or format that the FJD may require.
- ◆ Require that all proposals submitted in response to this solicitation, upon receipt by the FJD, become the property of the FJD.
- ◆ Invite Vendors, but not necessarily all, to make an oral presentation. The FJD further reserves the right to limit the number of Vendors invited to make such a presentation or demonstration.
- ◆ Allow no additions or changes to the original proposal after the due date specified herein, except as may affect all Vendors.
- ◆ Award in part or reject any and all proposals in whole or in part.
- ◆ Reject the proposal of any Vendor in default of any prior contract or for misrepresentation of experience presented.
- ◆ Request information in response to a "Best and Final" proposal of one or more Vendors.
- ◆ Allow a Vendor to remedy, in writing, any deficiency which is not material.

**2. Conditions of Bidding and Instructions**

The foregoing proposal is subject to the following conditions and instructions, all interpretations of which shall be at the sole discretion of the FJD.

**a. Preparation of Proposals**

- i. Proposals must be written in ink or typewritten, shall be signed and placed in a sealed envelope or carton. The proposal must be signed by 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 be signed by the president or vice-president and attested to by the secretary, treasurer or assistant secretary or treasurer and must bear the corporate seal. A corporate Vendor, in the alternative, may execute a proposal other than by the formality set forth above, by signing such proposal by an officer, employee or agent having express authority by reason of a power of attorney identifying such officer or agent by name and title, which power of attorney shall bear the corporate seal and be attached to the proposal. A Vendor must indicate whether it is authorized to do business in Pennsylvania and document, if applicable, the place of incorporation.
- ii. Alterations or changes to any part of this proposal will be sufficient reason for rejection.
- iii. No proposal will be considered if not actually received at the designated office at the time specified in the proposal. Timely delivery shall be judged by the date of actual receipt.
- iv. To be considered, Vendor must submit a complete response. A proposal which is incomplete, obscure, conditional, unbalanced, containing additions not called for or irregularities of any kind including alterations or erasures, may be rejected as informal and void the response entirely.
- v. No proposal shall be withdrawn for sixty (60) days from the date of the deadline specified for submission of proposals, except as otherwise provided herein.

Vendors may be given permission to withdraw a proposal before opening upon receipt of written notification or by personal request of the Vendor, of which request must be submitted no later than forty-eight (48) hours before the time fixed for the opening and consideration of proposals.

- vi. No change in prices, terms and conditions will be considered after the deadline for submission of proposals.
- b. **Acceptance and Rejection of Proposals**
  - i. The FJD reserves the right to reject any and all proposals, to waive technical defects, and to accept or reject any part of any proposal if, in its judgment, the best interests of the FJD are not thereby served.
  - ii. No award will be made 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.
  - iii. All responses accepted by the FJD shall become binding contracts upon approval of contract as to form by the Legal Department of the FJD.
- c. **Surety for Proposals**

If required by the RFP, no proposal will be considered unless accompanied by a bond in favor of and payable to the FJD in a sum and form (such as bank cashier's, treasurer's or depositor's certified check) determined to be appropriate by the FJD. The security of the three (3) most qualified Vendors will be retained until the execution of the contract.
- d. **Penalty for Failure to Execute Contract**

Any Vendor not lawfully released from his or her proposal, who refuses to execute a contract or who refuses to furnish any required bonds and insurance, shall be liable to the FJD in the amount of the check deposited as security for his or her proposal as liquidated damages; or where the damages are readily ascertainable, such Vendor shall be liable for the actual loss or damage sustained because of the failure of the Vendor to enter into such contract.
- e. **Disadvantaged Minority, Women and Disabled Owned Business Enterprises (M/W/DSBE)**

Minority, Women and Disabled Owned Business Enterprises (M/W/DSBE) as defined by the City of Philadelphia's Office of Economic Opportunity ("OEO") are encouraged to participate in any / all FJD solicitations as prime proposers. Prime proposers who are not M/W/DSBEs are encouraged to utilize M/W/DSBEs as sub-vendors whenever possible. In doing so, proposals / bids should identify your organization's intended amount of M/W/DSBE participation in the project by listing both dollar amount and its reflective percentage of the total proposal.
- f. **Nondiscrimination**

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

  - 1. Vendor shall not discriminate nor permit discrimination against any employee, applicant for employment, independent Vendor, or any other person because of

race, color, religious creed, ancestry, national origin, age, sex, sexual preference, or disability in the performance of this contract. Vendor shall comply with all federal and state laws prohibiting discrimination.

2. Furthermore, 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, on the basis of such disability, be excluded from participation, in or from activities provided for, as a result 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.
3. Vendor shall take steps to insure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, sexual preference, or disability in the performance of any contract as a result of this procurement. Such nondiscrimination shall include, but is not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.
4. Vendor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, sexual preference, or disability.
5. Vendor shall include the provisions of this nondiscrimination clause in every subcontract pertaining to the performance of any contract as a result of this procurement, so that such provisions will be binding upon each subcontractor. In the event of a violation of subcontractors, Vendor shall promptly notify Marc Flood, Esquire, Deputy Court Administrator, First Judicial District of Pennsylvania, Procurement Unit, Philadelphia City Hall, Room 368, Philadelphia, Pennsylvania 19107, in writing.
6. In the event of Vendor's noncompliance with the nondiscrimination clause of this RFP or with any such laws governing nondiscrimination, vendor shall take all steps necessary to come in compliance with this nondiscrimination clause. Further, in the event of Vendor's noncompliance 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 on the contract shall cease, save only the obligation to pay to Vendor the sums due for goods and services already provided prior to the date of termination. In the event of continued refusal by Vendor to

comply with this nondiscrimination clause, Vendor may be declared temporarily ineligible for further Administrative Office of Pennsylvania Courts ("AOPC") contracts, and other sanctions may be imposed and remedies invoked.

7. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Vendor has delegated some of its employment practices.
8. Vendor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency for purposes of investigation to ascertain compliance with the provisions of this nondiscrimination clause.
9. Vendor's obligations under this clause are limited to the Vendor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually manufactured, produced, assembled or delivered.
10. The Vendor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania, the City of Philadelphia, the FJD, and the AOPC, their officers, agents and employees, from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth, the City, the FJD, and the AOPC, their officers, agents and employees, as a result of the Vendor's failure to comply with the provisions of this nondiscrimination clause.

**g. Prevailing Wage**

Historically, the FJD does not require any vendor to hire / employ unionized personnel, however, the FJD does require the selected vendor to compensate any personnel and / or subcontractors performing the requisite services of this solicitation at the current prevailing wage levels for similar type work / services; wages, as used herein, shall include all fringe benefits. During the course of 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.

**h. Qualifications to Do Business**

The Vendor shall, within five (5) days after receiving a letter of intent to award a Contract, provide an opinion letter from its legal counsel that the Vendor is qualified to do business in Pennsylvania and is not prohibited by articles of incorporation, bylaws, or the law under which it is incorporated from performing the services required under this Contract. This opinion letter will acknowledge that the FJD is relying on said opinion in awarding and executing the Contract.

**i. Prohibition on Foreign Corporations**

No contract will be awarded to a Vendor who is a foreign nation corporation or is operating under a fictitious or assumed name, unless the Vendor has compiled or has agreed to comply with the regulations governing proper registration under the laws of the State of Pennsylvania and the FJD.

If the Vendor is incorporated in some state other than the State of Pennsylvania, the

Vendor shall provide documentation to establish that the corporation is registered to conduct business in Pennsylvania.

**j. Rejection of Collusive Bids**

Proposals received from any Vendors who engage in collusive bidding shall be summarily rejected. The terms and conditions of the Bid Anti-Rigging Act, the Act of 1983, October 28, P.L. 176, No 45; 73 P.S. 1611 *et seq.* applies.

**k. Rejection of Proposals**

The FJD reserves the right to withdraw or cancel this RFP at its discretion at any time prior to execution of a contract to reject any or all proposals or to waive any minor or technical deviations as it may deem fit and proper. The successful Vendor's proposal will become part of the formal contract. All proposals will become the property of the FJD.

**l. Incurring Costs**

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

**m. RFP Amendments**

The FJD reserves the right to amend the RFP prior to the date for proposal submission.

**n. 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 proposal due date, a submitted proposal may be withdrawn upon written request of the Vendor. In such instances, the bid bond, if required, may be forfeited 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.

**o. Negotiation of Contract**

Negotiations may be undertaken with the vendor(s) whose proposals satisfactorily identifies the requisite criteria for this project as stated in this RFP. 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.

**p. Anti-Bribery**

The Vendors' responses to this RFP certify that the Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the FJD.

**q. Offer of Gratuities**

By submission of a proposal, the Vendor certifies that no gratuities of any type were either offered to or received by an elected or appointed official or employee of the FJD or its political subdivisions in connection with this procurement from the Vendor, the Vendor's agents or employees or subcontractors. Any contract arising from this RFP may be terminated by the FJD.

**r. 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. Violation of these conditions is cause for the FJD to reject a Vendor's proposal or rescind any contract awarded pursuant to this RFP.

**s. Restrictions on the Use of Former Judiciary Personnel**

By submission of a proposal, the 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 release of this RFP had any involvement whatsoever in the preparation of the 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 this RFP.

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

Any violations of these certifications may, in the discretion of the FJD, be grounds to reject the proposal or terminate the contract.

**t. 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 persons 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 this RFP.

**u. News Releases**

News releases pertaining to this RFP shall not be made without prior approval of the FJD and then only in coordination with the FJD.

**v. Public Disclosure**

As a general rule, the Court does not disclose any personally or professionally identifiable information collected or obtained through normal Court business practices and / or procedures except where permission has been obtained or where the information is classified as public information under the State of Pennsylvania's Right to Know Act (65 P.S. § 67.101 *et seq.*), Pennsylvania's General Assembly's Act 3 of 2008, or any other applicable laws. Any / all participating Parties should be aware that information collected or obtained by the Court 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.

**w. Indemnification**

The selected vendor shall indemnify, defend and hold harmless the Court from and against any and 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, employees, or servants pursuant to this procurement.

**x. 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 Court. 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 Court 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 a least thirty (30) days prior written notice to be given to the Court in the event coverage is materially changed, cancelled or non-renewed. The Court, 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 the Court, their officers, employees and agents, as additional insureds will be primary to any coverage available to them:

(a) WORKERS COMPENSATION EMPLOYERS LIABILITY

- (1) Workers Compensation: Statutory limits
- (2) Employers Liability: \$100,000 each  
Accident-Bodily Injury by Accident:  
\$100,000 Each Employer-Bodily Injury by Disease;  
and \$500,000 Policy Limit-Bodily Injury by Disease.
- (3) Other States insurance including Pennsylvania

(b) 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).

(c) 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.

(d) PROFESSIONAL LIABILITY INSURANCE

- (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 Court at least ten (10) days before work is begun and at least (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 Court, but under no circumstances shall Vendor actually begin work (or continue work, in the case of renewal) without providing the required evidence of insurance. The Court 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 hereunder.

**y. Indebtedness**

- (a) If selected, Vendor will be required to certify and represent that they are not currently indebted to the City of Philadelphia 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), liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any rights or remedies available to the City at law or in equity, Vendor acknowledges that any breach or failure to conform to this certification may, at the option of the Court, 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 time frame 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).

- (b) Vendor, and any entities under common control with Vendor or controlled by Vendor, are not currently indebted to the City, and will not, at any time during the term of this procurement (including any additional terms) 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 this procurement with all such payments and shall inform the Court in writing of Vendor's receipt of any notices of delinquent payments within five (5) days after receipt. In addition to any other rights or remedies available to the City at law or in equity, Vendor acknowledges that any breach or failure to conform to this representation and covenant may, at the option of the Court, result in withholding of payments otherwise due to Vendor and, if such breach or failure is not resolved in the City's satisfaction within reasonable time frame specified by the City in writing, may result in the offset of any such indebtedness against said payments and/or the termination of the Contract for default (in which case Vendor shall be liable for all excess costs and other damages resulting from the termination). In addition, it is understood that false certification or representation is subject to prosecution under Title 18 Pa. C.S.A. Sec. 4904.

# EXHIBIT A

## *RULES OF WRIT SERVICE FOR TRUANCY COURT*

Court Notices are to be picked up every Monday morning at the Truancy Unit located at Philadelphia Family Court, 1501 Arch Street, 9<sup>th</sup> Floor. At that time, the Writ Service Provider (s) will be supplied with Court Subpoena (s) and Affidavit(s) of Service. Court Notices may be for the parent and/or child. If there is more than one dependent with the same guardian/adult, one affidavit & one subpoena will be prepared, served and charged.

In coordination with the rules below stated, Provider will have twenty one (21) days from the date of receipt to make either "good" service on a party or make three (3) attempts at service. In the section titled "Efforts" on the Affidavit form, Providers are to provide a detailed description of what attempts were made and the results of effort.

The Affidavit of Service must be completed in full and returned to the Court's Truancy Unit at least seven (7) days before the next scheduled court date.

1. Under no circumstances is a Writ to be served at a "place of worship" on a Sunday.
2. The defendant must be served at least thirty (30) days prior to the hearing.
3. When the defendant's address is his/her residence, the defendant, or any adult living there or in charge of the residence, can be served. The name of the individual who is served must be obtained. If this is not possible, then their relationship should be ascertained (e.g., Uncle, Wife, etc.).
4. When the defendant's address is his/her place of business, you are to serve the defendant or whoever is in charge of the office.
5. When the defendant's address is his place of employment, **only the named defendant** can be served.
6. When the defendant lives in an apartment building or hotel, the building superintendent or manager can be served if the defendant is not home.
7. Once the Writ Server identifies himself and states his business to the defendant, the defendant cannot refuse service.
8. For service not to be made, the Writ Server must receive a legitimate reason such as the defendant has moved. If the Writ Server does not receive such a reason, he is required to make three attempts for service; each subsequent attempt must be made on a separate day. The proper procedures for three attempts are as follows (the order in which the attempts are made does not matter):
  - (1) Once before 8:00 A.M.
  - (2) Once between hours of 8:00 A.M. & 6:00 P.M.
  - (3) Once after 6:00 P.M.
9. When service address is a business, please indicate this on the worksheet to correspond with times on service attempts.

*PLEASE NOTE: All attempts at service on a business or professional office should always conform to their respective work hours (i.e., 9:00 A.M. to 5:00 P.M.)*

**The Legal age for service is eighteen (18) years or older.**