



*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

September 2, 2015

Dear Prospective Respondent:

You are invited to submit a proposal for a Professional Services Contract to serve in the capacity of Consultant to Secure Accreditation from Middle States Commission of Higher Education (the "MSCHE") and/or Acquiescence from the American Bar Association (the "ABA") for the Philadelphia Court of Common Pleas.

All proposals must be submitted in five (5) copies to: *Program Accreditation Consultant, 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, September 18, 2015.** Late proposals will not be considered regardless of the reason.

*All questions should be directed, in writing and no later than 3:00 p.m., Thursday, September 10, 2015, to Stephanie Rigterink, Esquire, Procurement Unit, First Judicial District of Pennsylvania, 368 City Hall, Philadelphia, PA 19107, via email to [Stephanie.rigterink@courts.phila.gov](mailto:Stephanie.rigterink@courts.phila.gov), or via fax at (215) 683-7942. All those registered as receiving the RFP will be provided with an official Q&A Statement addressing all questions raised. In addition, all official updates and/or information related to this solicitation will be posted on the FJD's website at <http://courts.phila.gov>.*

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Marc Flood".

Marc Flood, Esquire  
Deputy Court Administrator

Enclosure: Request for Proposal

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First Judicial District of the Commonwealth of Pennsylvania  
Philadelphia Court of Common Pleas

**Request for Proposal**  
**for a**  
**Professional Services Contract**

**PROGRAM ACCREDITATION**  
**CONSULTANT**

**September 2, 2015**

**1. Purpose**

The First Judicial District of Pennsylvania, hereafter known as the FJD, issues this Request for Proposal (“RFP”) for a qualified individual to serve in the capacity of Program Accreditation Consultant for the Philadelphia Court of Common Pleas pursuant to the terms and conditions of this RFP.

**2. Background**

More than twenty five million people in the United States have limited proficiency in the English language. For these people, understanding court procedures or a court proceeding can be difficult to impossible. Without a trained and qualified interpreter, limited English proficient (“LEP”) individuals are unable to meaningfully participate in the justice system during important matters where their freedom, families, or right to physical safety may hang in the balance.

Beginning in 1998, the FJD has been continually working to improve the quality, availability, reliability, and awareness of language access services. Initiatives have included training programs for all stakeholders, translated documents, and collaborative outreach. Since 2008, in collaboration with Widener University Delaware Law School, the FJD has run annual interpreter training programs. In 2011, the FJD inaugurated its unique, eight-month “shadowing” program in which participants have the opportunity for experiential learning through observing full-time interpreters and receiving lectures from judges along with court administrators. Current FJD initiatives have resulted in successfully handling an average of three thousand three hundred (3,300) interpreter requests a year.

However, because of the huge volume of requests and the small number of certified interpreters in Pennsylvania, New Jersey, and Delaware, the FJD must use “otherwise qualified interpreters” on a routine basis in order to avoid significant delays in the judicial system. While the FJD receives an average of zero to one complaint per year about interpreter quality, both the Pennsylvania Code and the judicial district itself prefers the use of state certified interpreters whose training and qualifications are uniformly assured.

Additionally, while the FJD serves the needs of Philadelphia’s LEP population, proceedings for languages other than Spanish are a challenge. Less-commonly spoken languages have fewer interpreters who travel from as far away as central Pennsylvania or northern New Jersey. These interpreters are not always available and if a proceeding is continued, they must be paid for both travel and time even if no services have been provided. The FJD urgently needs new and innovative ways to combat language access obstacles.

On April 16, 2015, the FJD was awarded a Technical Assistance Grant by the State Justice Institute (“SJI”) to support their application, titled *Language of Justice Institute*. The project requires two (2) qualified individuals who will take on the roles of *Court Interpreter Curriculum Consultant* and *Program Accreditation Consultant*, respectively.

This request for proposal would require the qualified individual performing in the role of *Program Accreditation Consultant* to research and obtain information on how the Language of Justice Institute can apply for approval from the Middle States Commission on Higher Education (MSCHE) and the American Bar Association (ABA), initiate and complete the application process to secure the necessary approvals and accreditation from both entities, and identify all sources and mechanisms by which aspiring students can attain financial aid to support their studies within the Language of Justice Institute. Expected turnaround time for completion of all duties is six

to eight months. The absolute latest work can be performed under the Technical Assistance Grant is April 16, 2016.

**3. Scope of Task**

The Program Accreditation Consultant's duties shall include, but may not be limited to, the following essential functions:

- a. Research and obtain information pertaining to how the Language of Justice Institute can apply for program "acquiescence" with the ABA.
- b. Initiate and complete the application process to secure ABA "acquiescence" for the Language of Justice Institute.
- c. Research and obtain information pertaining to how the Language of Justice Institute can apply for approval from the MSCHE.
- d. Initiate and complete the application process to secure the necessary approvals and accreditation from the MSCHE for the Language of Justice Institute.
- e. Research and obtain information regarding all sources and mechanisms by which aspiring students can attain financial aid to support their studies within the Language of Justice Institute. For each funding source or funding mechanism identified, prepare a written explanation regarding the application process, what the funds cover, how students can qualify, how each funding source compares with other funding mechanisms, and include copies of any applications or the web site addresses where such materials can be found.
- f. Submit quarterly progress reports to Widener University Delaware Law School and the FJD.
- g. Attend monthly meetings with Widener University Delaware Law School and the FJD.
- h. Attend quarterly meetings, in person, with Widener University Delaware Law School and the FJD.

**4. Bidder Qualifications**

The Program Accreditation Consultant's qualifications shall include, but may not be limited to, the following:

- a. Experience with degree accreditation processes and university self-studies for accreditation highly desired.
- b. Experience or familiarity with regional and national accreditation bodies and program level assessment.
- c. Experience or familiarity with the functioning of university wide committees in a shared governance environment.
- d. Experience or familiarity with technology platforms that support institutional accreditation and assessment programs.

- e. Experience with ensuring compliance with accreditation standards and reporting requirements.
- f. Experience in higher education management.
- g. Knowledge of institutional effectiveness concepts, including an understanding of the dynamics within a university, with respect to gaining internal consensus.

**5. 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. All communications regarding this procurement must be in writing and sent to:

First Judicial District of Pennsylvania  
Procurement Unit  
368 City Hall  
Philadelphia, Pennsylvania 19107  
Attention: Stephanie B. Rigterink, Esquire  
Labor, Procurement and Litigation Attorney  
Fax Number: (215) 683-7942  
[Stephanie.rigterink@courts.phila.gov](mailto:Stephanie.rigterink@courts.phila.gov)

**6. Procurement Process**

**a. Timetable**

**(i) RFP Issued**

A copy of the RFP will be published and sent to all bidders registered on the FJD's bidders list. Alternately, Bidders may request a copy of the RFP by telephone, by letter, downloaded from the FJD's website at <http://courts.phila.gov>, or may pick up a copy in person at the following address and telephone number:

First Judicial District of Pennsylvania  
Procurement Unit  
368 City Hall  
Philadelphia, PA 19107  
(215) 683-7940

If mailed, the RFP will be sent by regular mail. Once mailed, the FJD is under no obligation to assure delivery of the RFP.

**(ii) Proposals Due**

Five (5) copies of proposal must be received by the FJD no later than **3:00 p.m., Friday, September 18, 2015** Eastern Daylight Time at the following address:

First Judicial District of Pennsylvania  
Procurement Unit  
**Attn: Program Accreditation Consultant RFP**  
368 City Hall  
Philadelphia, PA 19107

Attention: Marc Flood, Esquire  
Deputy Court Administrator

All questions should be directed, in writing, no later than *3:00 p.m., Thursday, September 10, 2015* via facsimile at (215) 683-7942 or electronically at [Stephanie.rigterink@courts.phila.gov](mailto:Stephanie.rigterink@courts.phila.gov).

**(iii) Bid Opening**

Proposals shall be time and date stamped and their receipt recorded as they are received by the issuing officer. Proposals will be opened simultaneously by such representatives of the FJD as may be selected by the Court Administrator or other appointing authority.

**(iv) Contractor Selected**

It is the intention of the FJD to award the contract as soon as possible. The selected Bidder will be contacted by the FJD as soon as possible after the selection is made. Unsuccessful bidders will be contacted 30 days subsequent to the signing of a contract with the selected Bidder. *No telephone or other informal form of contact by bidders will be accepted by the FJD during the procurement process; all communication from bidders must be in writing.*

**(v) Extension of the Selection Period**

The FJD requires that the Bidder's proposal be valid for a minimum period of sixty (60) days.

**b. Selection Committee**

A Selection Committee comprised of representatives or designees of the FJD, as well as representatives or designees of Widener University Delaware Law School, will be established to evaluate the proposals.

**c. Selection Process**

It is the intent of the FJD to conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement. The selection will be conducted in the following three phases:

- Phase I - Selection of responsive proposals
- Phase II - Evaluation of responsive proposals and recommendation to the District Court Administrator, Joseph H. Evers
- Phase III - Recommendation and selection of successful bidder

**d. Information Required from Bidders**

Bidders' 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.

**(i) Statement of the Problem**

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

**(ii) Work Plan**

Describe in narrative form your technical plan for accomplishing the tasks required and provide examples or illustrations, where appropriate. Provide a timeline on which each task will be completed.

**(iii) Personnel**

Include the names, resumes, and qualifications of the personnel who will perform the work required by this RFP. Include their experience in the services to be provided and the responsibilities that they will have. List references and similar projects requiring like experience and expertise and state the outcomes that were attained or achieved, in which specific personnel have been involved.

**(iv) Cost and Related Information**

This information is required to support the reasonableness of your proposal. The contract resulting from this procurement will be a firm, fixed price contract paid monthly upon receipt, acceptance, and approval of invoice(s). Itemize all projected costs.

**e. Criteria for Selection**

All responses will be reviewed and evaluated by a Committee of FJD representatives appointed by the District Court Administrator, Joseph H. Evers. This Committee will recommend for selection the proposal that most closely satisfies the requirements of the RFP and the needs of the FJD.

**(i) Bidders Qualifications**

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

**(ii) Cost**

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

**(iii) Personnel Qualifications**

This refers to the competence of professional personnel who will perform the work required by this RFP. Qualifications of professional personnel will be measured by experience with particular reference to experience on similar projects described in the RFP.

**(iv) Understanding the Problem and Needs**

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

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

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

**a. 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 bidders, 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 bidders, but not necessarily all, to make an oral presentation. The FJD further reserves the right to limit the number of bidders 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 bidders.
- Award in part, or reject any and all proposals in whole or in part.
- Reject the proposal of any bidder 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 bidders.
- Allow a bidder 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 which shall be at the sole discretion of the FJD:

**(i) Preparation of Proposal**

- (1) 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 bidder is a partnership. If the bidder 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 bidder, 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.
- (2) Alterations or changes to any part of this proposal will be sufficient reason for rejection.
- (3) No proposal may 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**.
- (4) To be considered, Bidder must submit a **complete response**. A proposal which is incomplete, obscure, conditional, unbalanced, which contains additions not called for or irregularities of any kind, including alterations or erasures, may be rejected as informal and void the response entirely.
- (5) 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. Bidders may be granted permission to withdraw a proposal before opening, withdrawal request be by written notification or by personal request of the bidder and which request must be received by the Issuing Office no later than forty-eight (48) hours before the time fixed for the opening and consideration of proposals.
- (6) No changes in prices, terms and conditions will be considered after the deadline for submission of proposals.

**(ii) Acceptance and Rejection of Proposals**

- (1) The FJD reserves the right to reject any and/or all proposals, to waive technical defects, and/or to accept or reject any parts of any proposal if, in its judgment, the best interests of the FJD are not thereby served.
- (2) No award will be made to any bidder who, in the opinion of the Issuing Office or designee, 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) All responses accepted by the FJD shall become binding contracts upon the approval of contract as to form and execution by the District Court Administrator, Joseph H. Evers, or his designee.

**(iii) 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 Bidder's proposal will become part of

the formal contract. All proposals will become the property of the FJD.

**(iv) Incurring Costs**

The FJD is not liable for any cost incurred by Bidder in the preparation and presentation of their proposal related to this bid process. Total FJD liability is limited to the terms and conditions of a final contract only.

**(v) RFP Amendments**

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

**(vi) 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 Bidder. Any submitted proposal shall remain valid for a minimum of sixty (60) days after the proposal due date or until a contract is formally executed, whichever comes first.

**(vii) Anti-Bribery**

The Bidder's response to this RFP certifies that the Bidder has not been convicted of bribing or attempting to bribe an officer or employee of the FJD.

**(viii) Offer of Gratuities**

By submission of a proposal, the Bidder 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 Bidder, the Bidder's agents or employees or subcontractors. Any contract arising from this RFP may be terminated by the FJD.

**(ix) 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 Bidder's proposal or rescind any contract awarded pursuant to this RFP.

**(x) 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 bidder shall have more than a nominal financial interest in any bidder or bidders 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 Bidders who submit a proposal in response to this RFP.

**(xi) News Releases**

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

(xii) **Nondiscrimination**

All Bidders must agree to the following terms and conditions in order for a proposal to be considered by the Selection Committee:

- (1) Respondent 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 preference, or disability, in the performance of this contract. Respondent shall comply with all federal, state, and local laws prohibiting discrimination.
- (2) Furthermore, pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq.*, Respondent understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this procurement or from activities provided for under this procurement. As a condition of accepting and executing any subsequent contract, Respondent agrees to comply with the "*General Prohibitions Against Discrimination,*" 28 C.F.R. § 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, City of Philadelphia, and/or the First Judicial District of Pennsylvania, through contracts with outside contractors.
- (3) Respondent 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 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) Respondent 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) Respondent shall include the provisions of this nondiscrimination clause in every subcontract pertaining to the performance of this procurement so that such provisions will be binding upon each subcontractor. In the event of a violation of subcontracts, Respondent shall promptly notify Marc Flood, Esquire, Deputy Court Administrator, Procurement, First Judicial District of Pennsylvania, in writing.
- (6) In the event of Respondent's noncompliance with the nondiscrimination clause of a subsequent contract or with any such laws governing nondiscrimination, Respondent shall take all steps necessary to come in to compliance with this nondiscrimination clause. Further, in the event of Respondent's noncompliance with this nondiscrimination clause or with any such laws governing nondiscrimination, any subsequent contract may be terminated or suspended, in whole or in part, whereupon all obligations shall cease, save only the obligation to pay to Respondent the sums due for goods and services already provided prior to the date of termination. In the event of continued refusal by Respondent to comply with this nondiscrimination clause, Respondent may be declared temporarily ineligible for further FJD 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 Respondent has delegated some of its employment practices.
- (8) Respondent 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) Respondent's obligations under this clause are limited to the Respondent's facilities within Pennsylvania.
- (10) Respondent shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania, the City of Philadelphia, and/or the First Judicial District of Pennsylvania, from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania, City of Philadelphia, and/or the First Judicial District of Pennsylvania, as a result of the Respondent's failure to comply with the provisions of non-discrimination clause.

**(xiii) 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. If a surety requirement is imposed, the security of the three (3) most qualified Respondents will be retained until the execution of the contract.

**(xiv) Penalty for Failure to Execute Contract**

Any Respondent 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 Respondent shall be liable for the actual loss or damage sustained because of the failure of the Respondent to enter into such contract.

**(xv) Disadvantaged Minority, Women and Disabled Owned Business Enterprises (M/W/DSBE)**

Disadvantaged 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 as prime proposers. Prime proposers who are not M/W/DSBEs are encouraged to identify and utilize M/W/DSBEs as sub-vendors. Respondents are requested to identify the amount of M/W/DSBE participation in this project by listing both dollar amount and percentage of total proposal.

**(xvi) Qualifications to Do Business**

The Respondent 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 Respondent 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.

**(xvii) Prohibition on Foreign Corporations**

No contract will be awarded to a Respondent who is a foreign nation corporation or is operating under a fictitious or assumed name, unless the Respondent 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 Respondent is incorporated in some state other than the State of Pennsylvania, the Respondent shall provide documentation to establish that the corporation is registered to conduct business in Pennsylvania.

**(xviii) Rejection of Collusive Bids**

Proposals received from any Respondents 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. apply.

**(xix) Negotiation of Contract**

Negotiations may be undertaken with the respondent(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.

**(xx) Restrictions on the Use of Former Judiciary Personnel**

By submission of a proposal, the Respondent 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 Respondent'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 Respondent certifies by the submission of the proposal that if the Respondent is awarded the Contract, after Contract execution, if any person described above should come into the employ of the Respondent, 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.

**(xxi) 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.

**(xxii) Confidentiality and Public Disclosure**

The selected Contractor shall treat all information obtained from the FJD and Widener University Delaware Law School, which is not generally available to the public, as confidential and/or proprietary to the FJD and Widener University Delaware Law School. The selected Contractor shall exercise all reasonable precautions to prevent any information derived from such sources from being disclosed to any other person. The selected Contractor agrees to indemnify and hold harmless the FJD and Widener University Delaware Law School, its officials and employees, from and against all liability, demands, claims, suits, losses, damages, causes of action, fines, and judgments (including attorney's fees) resulting from any use or disclosure of such confidential and/or proprietary information by the selected Contractor or any person acquiring such information, directly or indirectly, from the selected Contractor.