



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

*Marc Flood, Esquire
Deputy Court Administrator*

October 13, 2016

Dear Prospective Vendor:

You are invited to submit a proposal for a Portraiture Photographer to provide Judicial Photographic Services to the First Judicial District of the Commonwealth of Pennsylvania in accordance with the enclosed Request for Proposal (RFP).

All proposals must be submitted in *five (5) copies to: Judicial Photographic Services RFP, 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 3:00 P.M. Monday, November 14, 2016. 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., Friday, October 28, 2016**, to Stephanie Rigterink Siko, Esquire, Procurement Unit, First Judicial District of Pennsylvania, 368 City Hall, Philadelphia, PA 19107, via email to 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 Vendor will be completed as soon as possible; all Vendors will be notified.

Sincerely,

A handwritten signature in black ink, appearing to read "Marc Flood".

Marc Flood, Esquire
Deputy Court Administrator

Enclosure: Request for Proposal

Request for Proposal

for a

Professional Services Contract

For a

Portraiture Photographer

To provide Judicial Photographic Services for the FJD

October 13, 2016

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A. Background

The First Judicial District of the Commonwealth of Pennsylvania (“FJD”), the judicial system of the City of Philadelphia (Philadelphia County), services the fifth largest city in the United States and is the home of over twelve percent (12%) of the Commonwealth of Pennsylvania’s population.

The FJD consists of two courts: the Court of Common Pleas (encompassing Trial Division, Family Division, and Orphans’ Court) and Municipal Court (encompassing Municipal Court Civil and Criminal operations as well as Municipal Court Traffic Division). As of October 2016, there was a total compliment of one hundred forty one (141) judges who preside in the two courts of the FJD.

This request for proposal would require a qualified photographer performing in the role of Judicial Portraiture specialist to take portrait images of the FJD’s commissioned judges to be used in any publication medium of the Judiciary’s choosing.

B. Scope of Task

The FJD desires the services of a Judicial Portraiture Photographer to photograph its commissioned judges. Expertise and experience in taking formal portrait images is essential. The selected Photographer’s responsibilities will include, but shall not be limited to, the following: (1) photograph any/all FJD commissioned judges on several dates as selected by the FJD; (2) provide proofs to the judges if requested; (3) prior to sitting, price lists are to be furnished to the FJD in response to this RFP; (4) a make-up day(s) for retakes should be contemplated; (5) provide a good variety of portraits to select from; (6) photograph at a variety of FJD locations within Center City, Philadelphia; (7) provide enlargements of any requested portrait; (8) deliver portraits within a reasonable time period; (9) unconditionally guarantee all photographs as to workmanship and quality of materials used; (10) use only studio type equipment for judicial portraits; (11) settling complaints in the event of dissatisfaction and provide retakes as may be deemed necessary; (12) work closely and cooperatively with FJD staff when coordinating photo shoots; and (13) any other related services as required by the FJD.

The Judicial Portraiture Photographer is not permitted to release the judicial portraits to any other person, company, or source for any reason. The FJD is under no obligation to purchase any/all portraits from the Judicial Portraiture Photographer.

C. 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 addressed in writing (U.S. Mail, faxed, or electronically) to:

First Judicial District of the Commonwealth of Pennsylvania
Procurement Office
Philadelphia City Hall, Room 368
Philadelphia, Pennsylvania 19107
Attention: Marc Flood, Esquire
Deputy Court Administrator
Fax Number: (215) 683-7942
Email: marc.flood@courts.phila.gov

D. 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 the marketing and communication strategies for accomplishing the tasks required. Work Plan should define the Vendor's implementation tactics and cost-efficient communication measures to fulfill the needs of the FJD as required by this RFP.

3. **Personnel/Vendor Qualifications**
Include the names, resumes, qualifications, and accreditations of executive, managerial and support 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.
4. **Portrait Samples**
Include portrait samples which will provide the FJD with a good indication as to the Vendor's approach and portrait style in completing the Scope of Tasks detailed in Section B of this RFP.
5. **Fee**
The Vendor's proposal shall include a copy of sales literature indicating prices and products with quantities based on anticipated ad hoc needs. The fee is required to support the reasonableness of your proposal.

E. 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. As such, and notwithstanding all other terms and conditions of the RFP, the following criteria will be utilized by the FJD in the selection process and may be subsequently complimented by Vendor participation with the program mentioned in Provision F(2)(c) of this RFP:

1. **Vendor's Qualifications**
This refers to the ability of the Vendor to meet all the terms of the RFP.
2. **Hourly Rate/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 personnel who will be assigned to the services 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 services specified in this RFP, the objectives in asking for the services, and the nature and scope of the work involved.

F. 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 the 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 from one or more Vendors in response to a "Best and Final" proposal;
- 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 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 the FJD.

c. 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.

d. 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 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.

ii. 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.

iii. 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.

iv. 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.

v. 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 subcontracts, Vendor shall promptly notify Marc Flood, Esquire, Deputy Court Administrator, First Judicial District of Pennsylvania, AOPC Procurement, Philadelphia City Hall, Room 368, Philadelphia, Pennsylvania 19107, in writing.

vi. 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 AOPC contracts, and other sanctions may be imposed and remedies invoked.

vii. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Vendor has delegated some of its employment practices.

viii. 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.

ix. 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.

x. The Vendor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania, the City of Philadelphia, the AOPC, and the FJD, 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 AOPC, and the FJD, their officers, agents and employees, as a result of the Vendor's failure to comply with the provisions of this nondiscrimination clause.

e. **Qualifications to Do Business**

The Vendor shall, within 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 procurement. This opinion letter will acknowledge that the FJD is relying on said opinion in awarding and executing the subsequent contract.

f. 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 complied 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.

g. 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.

h. 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.

i. 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.

j. RFP Amendments

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

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, 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.

l. 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.

m. Anti-Bribery

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

n. 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.

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

p. 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.

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 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.

r. Public Disclosure

As a general rule, 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 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 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.

s. 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.