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
First Deputy Court Administrator

December 12, 2012

Dear Prospective Vendor:

You are invited to submit a proposal for Space Programming and Architectural Design Services in accordance with the enclosed Request for Proposal (RFP).

All proposals must be submitted in ***five (5) copies to: Civil Jury Room Space Programming and Architectural Design 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 **3:00 P.M., Friday, January 18, 2013.** Late proposals will not be considered regardless of the reason.

All questions should be directed, in writing, to Stephanie B. Rigterink, Esquire, Labor, Procurement and Litigation Attorney, First Judicial District of Pennsylvania, Philadelphia City Hall, Room 391, Philadelphia, Pennsylvania 19107, Fax: (215)683-7942 or via email at Stephanie.rigterink@courts.phila.gov. The deadline for vendors' questions is *3:00 p.m., Friday, January 4, 2013.* Answers to any questions raised will not be official until verified, in writing, by the issuing office.

Prior to submission of questions and/or proposals, a ***mandatory walk-through tour*** will be held for all Vendors who wish to respond to this RFP at **10:00 A.M., Thursday, December 20, 2012.** Vendors will meet representatives of the FJD in Philadelphia City Hall, Room 143, Broad and Market Streets, Philadelphia, Pennsylvania 19107. Notwithstanding the facility tour, all questions must be submitted in writing.

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,

Marc Flood, Esquire
First Deputy Court Administrator

Enclosure: Request for Proposal

First Judicial District of the Commonwealth of Pennsylvania

Request for Proposal

for

Professional Services Contract

for

Civil Jury Room

Space Programming and

Architectural Design Services

December 12, 2012

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A. Background

The First Judicial District of the Commonwealth of Pennsylvania ("FJD") is planning a new Civil Jury Room within City Hall, Philadelphia. The FJD intends to create Room 143 City Hall, which previously housed its Senior Judge Complex, into a new Civil Jury Room. A floor plan illustrating Room 143 City Hall is attached to this RFP. The FJD reserves the right to modify the room numbers that will be occupied by the Civil Jury Room at a later date.

In conjunction with the anticipated creation of the Civil Jury Room within City Hall, the FJD is releasing this Request for Proposal seeking space programming and architectural design services for this project located within City Hall. The scope of work consists of space programming and architectural design services that include all project areas of the Civil Jury Room. The scope of work for the Civil Jury Room, will include but not be limited to, juror waiting room, open office space, toilet rooms, reception areas, and work spaces for jury personnel and staff. Additional project areas that may be contemplated for this project, include but may not be limited to, private offices, lobbies, storage space, support spaces within the entire premises, furniture fixtures and equipment, and technology.

It is anticipated that the design of this space should begin as soon as possible upon the execution of a Professional Services Agreement.

B. Scope of Task

The FJD desires to engage a Vendor experienced in Space Programming and Architectural Design Services. The services required include, but are not limited to, the following:

1. Space Programming and Architectural Design Phase

i. Provide space programming and architectural design services that will consist of administration of all design activities.

ii. This will consist of analysis of existing conditions with an on-site study including interviews with departmental managers concerning space needs.

iii. The space programming and architectural design vendor should define and illustrate the use of the existing space, its operations and relationship with the rest of the facility and provide a map/master plan for the future facility.

iv. Research and documentation governing codes and applicable building and life safety codes.

v. Resolution of design and site problems including those caused by existing conditions not previously discovered.

vi. The deliverables required include, but are not limited to: two initial concept designs that consist of two layout alternatives; a final report and presentation; construction documentation; and construction administration.

a. Concept Designs: The space programming and architectural design vendor will work with the FJD to develop a recommended final build out and

phasing design from the two initial concept designs provided by Vendor. Space Programming and Architectural Design Vendors will develop cost estimates for the selected design including furniture, fixtures & equipment. The FJD encourages the use of virtual models, using electronic 3-D modeling tools.

b. Final Report and Presentation: Upon conclusion of the project, the selected vendor will present the findings and recommendations and review follow up decisions and steps with FJD administrators at a final presentation.

c. Construction Documentation: Space Programming and Architectural Design Vendors will provide schematic design, design development, construction or bid documents and assistance with the bidding process. Construction documentation will include all necessary architecture and engineering documents and specifications and furniture, furnishings and equipment.

d. Construction Administration: Includes review of submittals and requests for information, change orders, approval of construction payments and daily and weekly site visits and observation.

vii. The Vendor shall provide all personnel and equipment necessary to provide these services.

The FJD intends to award one contract for the provision of these Space Programming and Architectural Design Services. This contract will continue throughout the construction administration, and for a reasonable period thereafter to coordinate any furniture, fitout and move as well as post-construction problems/issues. The FJD retains the right to terminate this contract at any time upon providing the Vendor thirty (30) day's notice of the termination.

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 (written or faxed) to:

First Judicial District of the Commonwealth of Pennsylvania
Philadelphia City Hall, Room 391
Philadelphia, PA 19107
Attention: Stephanie B. Rigterink, Esquire
Fax Number: (215) 683-7942
Stephanie.rigterink@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.* In addition, Prospective Vendors are encouraged to develop unique and creative solutions to the many

issues facing large urban court systems and provide said recommendations as an Appendix to their 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**
   Include the names, resumes and qualifications of executive, managerial and technical personnel who will be engaged in the project. Include their experience in the services to be provided, how long they have been with your company, 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. **Fee**
   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.

1. **Vendor's Qualifications**
   This refers to the ability of the Vendor to meet all the terms of the RFP.
2. **Cost**
   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.

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 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 from 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 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)

Disadvantaged Minority, Women and Disabled Owned Business Enterprises (M/W/DSBE) as defined by the City of Philadelphia's Office of Economic Opportunity (formerly "MBEC" now known as "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 subvendors. Vendors are requested to identify the amount of M/W/DSBE participation in this project by listing both dollar amount and percentage of total proposal.

f. 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 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.

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 FJD 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 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. 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 Contract. This opinion letter will acknowledge that the FJD is relying on said opinion in awarding and executing the Contract.

h. Prohibition on Foreign Corporations

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.

i. 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. apply.

j. 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.

k. 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.

l. RFP Amendments

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

m. 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.

n. **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.

o. **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.

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.

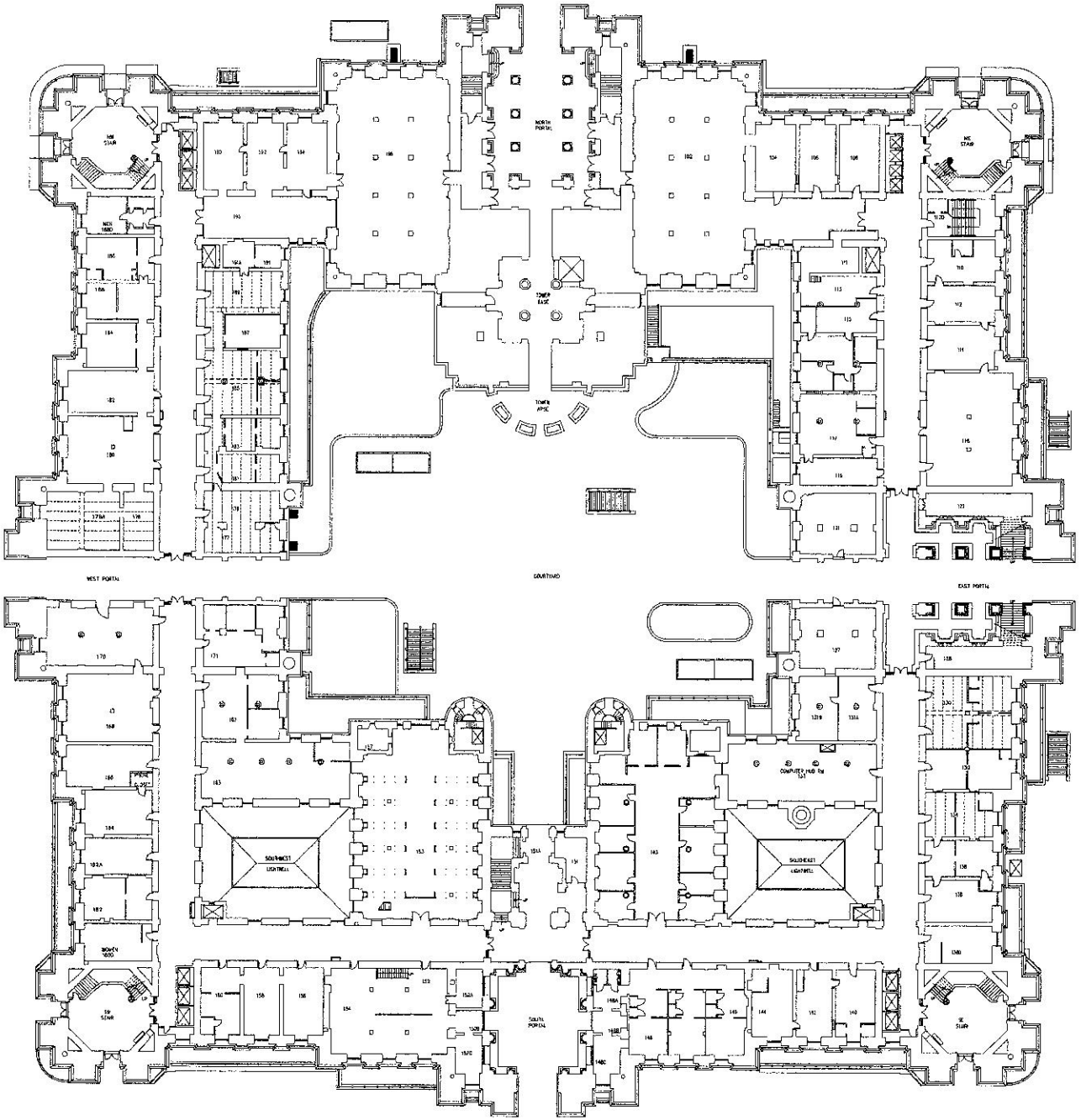
All persons serving in the capacity of selection or review and evaluation staff shall sign a disclosure statement indicating any financial relationships, contractual or other professional agreements with Vendors who submit a proposal in response to this RFP.

r. **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.

s. **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.


NORTH PORTAL
TOWER BASE
TOWER APSE
NE STAIR
NW STAIR
WEST PORTAL
COURTYARD
EAST PORTAL
SOUTHWEST LIGHTWELL
SOUTHEAST LIGHTWELL
COMPUTER HUB RM
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