

REQUEST FOR PROPOSAL
to provide
Audio Visual Design and Installation Services



Commonwealth Court of Pennsylvania
Office of the Executive Administrator



Commonwealth Court of Pennsylvania

Pennsylvania Judicial Center
601 Commonwealth Ave, Suite 2300
PO Box 69185
Harrisburg, PA 17106-9185

GARY L. HOLLINGER
Executive Administrator

Tel (717) 255-1611
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January 29, 2018

**Commonwealth Court of Pennsylvania
Request for Proposal
Audio Visual Design and Installation Services**

The Commonwealth Court of Pennsylvania is seeking proposals in response to this Request for Proposal (RFP) for Audio Visual design, installation and training in the Pennsylvania Judicial Center. The items to be bid are outlined on the attached **Statement of Work**. **To be considered responsive to this RFP, the vendor's bid must include the Transmittal Letter, Proposal, and estimated installation schedule.**

The Transmittal Letter must be a formal letter from the vendor in standard business format on corporate letterhead. It must be brief and must contain **Exhibit I** to this RFP, signed by an individual authorized to legally bind the company, and authorized to handle all procurement matters that may arise.

The vendor's proposal must contain a detailed Cost breakdown for the items outlined in the submitted proposal.

The Terms and Conditions governing this procurement are included as **Attachment A**.

The Commonwealth Court of Pennsylvania is the sole point of contact with regard to all procurement and purchase order matters relating to the products and services described herein. The Commonwealth Court of Pennsylvania is the only office authorized to change, alter, modify, amend or clarify the specifications, terms and conditions of the RFP, as well as any purchase order or contracts awarded as a result of this request. All communications regarding this procurement must be addressed to:

Commonwealth Court of Pennsylvania
Contact: Kurt Baldwin, Legal Systems Coordinator
601 Commonwealth Ave., Suite 3300
P.O. Box 69185
Harrisburg, PA 17106-9185
Kurt.Baldwin@pacourts.us

On **Thursday February 22, 2018 at 9:30 AM**, the Commonwealth Court will be providing a tour of the project location and an overview of the existing systems referenced in the statement of work. **All interested Vendors are encouraged to attend the tour.** Please email Kurt Baldwin at Kurt.Baldwin@pacourts.us to confirm your attendance.

The following schedule has been established for this procurement:

- **Tour of facility: Thursday February 22, 2018 at 9:30am**
- **Questions due: Friday March 2, 2018**
- **Written responses to all bidders returned: Friday March 9, 2018**
- **Email confirmation with intent to submit a proposal: Friday March 30, 2018**
- **Final proposals due: Friday April 6, 2018 at 12:00 PM (noon)**

Questions concerning this procurement must be emailed to Mr. Baldwin no later than **12:00 PM (noon), March 2, 2018**. A copy of all vendor questions received and raised during the tour and the Commonwealth Court's written response will be emailed to all Vendors who attended the tour no later than **5:00 PM, March 9, 2018**. Vendor confirmation of Intent to submit a proposal is due no later than **12:00 PM (noon), March 30, 2018** to kurt.baldwin@pacourts.us. Vendor proposals must be received by the Commonwealth Court no later than **12:00 PM (noon), Friday April 6, 2018**. Each vendor has the option to submit their proposal, with the requisite attachments and signatures, by email or postal service. All proposals must be in a standard digital format.

Proposals submitted in response to this RFP are confidential and shall not be disclosed to outside parties. Upon contract award, the selected vendor's proposal and subsequent contract will be considered a financial record of the Unified Judicial System and shall be made public in accordance with Pa.R.J.A. No. 509.

The selected vendor will be contacted by the Commonwealth Court. Unsuccessful vendors will be contacted subsequent to the contract being awarded to the selected vendor. **No telephone or other form of contact by vendors will be accepted during the procurement process except for existing business relationships outside the scope of this procurement and during the tour of the space. Violation of these conditions is cause for the Commonwealth Court to reject a vendor's proposal, or rescind any contract awarded pursuant to the procurement.**

The Commonwealth Court requires each vendor's proposal to be valid for a period of 90 days, or until a contract has been executed with the successful vendor, whichever occurs first. The Commonwealth Court will review the RFP responses from each vendor. All RFP responses will be compared against each other. It is the intent of the Commonwealth Court to conduct a comprehensive, fair and impartial evaluation of proposals received in response to this procurement and choose the proposal that best meets the needs of the Court.

Bids received after the announced time and date for private bid opening will not be considered. Conditional bids will not be accepted. The Commonwealth Court reserves the right to cancel or modify this procurement, to seek further clarification from a Vendor regarding its proposal, as required, to waive nonmaterial defects, and to reject proposals received.

The Commonwealth Court looks forward to receiving your proposal in response to this RFP.

Sincerely,

Gary Hollinger
Executive Administrator

cc: Kurt Baldwin
Heather Harris

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CURRENT PROPOSED SCHEDULE

Commonwealth Court of Pennsylvania

Request for Proposal: Audio Visual Design and Installation Services

Request for Proposal (RFP) advertisement & distribution	January 29 – February 22, 2018
Tour for interested Vendors	9:30 AM, Thursday, February 22, 2018
Deadline for Vendors to submit questions regarding the RFP to Commonwealth Court	12:00 PM, Friday, March 2, 2018
Date by which the Court responds to questions received from Vendors	Friday, March 9, 2018
Date by which Vendors need to email intent to submit a proposal	12:00 PM, Friday, March 30, 2018
Deadline for submitting proposals	12:00 PM, Friday, April 6, 2018

Statement of Work

1. Introduction

The Commonwealth Court of Pennsylvania is seeking proposals to update our audio visual systems in three (3) courtrooms, two (2) conference rooms, and control room located in the Pennsylvania Judicial Center (PJC), 601 Commonwealth Avenue, Harrisburg, Pennsylvania. The vendor will be responsible for the overall system design including all components, hardware, cables, terminations, connectors and any other parts needed to make this a complete and functional system, including testing any equipment that the vendor is recommending be left in place. The vendor will also be responsible for all programming to control the audio visual solution. Upon completion and acceptance of the system, the Court will become the owners of any and all software source codes, touch panel design software and any other items that are relevant to this upgrade. As-built drawings, produced in AutoCAD and PDF format, are required upon completion of the project.

The vendor will provide a sole point of contact for the Court. If subcontractors are used, they will report to the vendor and will be the responsibility of the vendor. Subcontractors must accept the terms and conditions listed in Rider A.

Existing wiring drawings and equipment lists are included as part of this RFP. All prospective vendors are encouraged to participate in a site walkthrough on the tour date established in the cover letter.

1.1 Purpose

To obtain a qualified vendor to design, provide and install an audio/visual system in the PJC for the Commonwealth Court. The final design and implementation should deliver a turnkey solution, encompassing design, purchase, installation, testing, and deployment of a cost-effective, state-of-the-art, audio/visual system.

1.2 Scope

The contractor will provide all relevant audio, video, and automation hardware and software for this design. This project involves the removal of an existing system including racked equipment, and old components from the courtroom. The design should not include components that are proprietary to the vendor (invented or manufactured by the contractor unless noted and approved by the Court). The contractor will provide documentation of all hardware, component placement, and wiring in the form of "as-built" auto cad drawings at the completion of the installation. The Court shall provide electrical service, however, the contractor will need to utilize existing infrastructure (conduits to and from the electrical closet where the head end rack will be located).

Courtrooms 3001/3002/5001:

Courtrooms 3001 and 3002 are located on the 3rd floor of the PJC and Courtroom 5001 is located on the 5th floor. The 3rd floor courtrooms are mirror images of each other. The Court is looking to update the technology components in these rooms, including the equipment in the AV Carts and the portable display unit. Existing equipment is listed in the Equipment List PDF file. A successful proposal will include, at a minimum, the following provisions:

1. Replace cameras used for video in each courtroom.
2. Replace/modify existing assistive listening system in each courtroom to bring into compliance with ADA Standards (2010) 219 and 706 (Reference: http://www.hearingloss.org/sites/default/files/docs/2010ADA_Standards_for_Accessible_DesignDOJ_9_15_2010.pdf)
3. Provide audio upgrades, as required, to fit into Vendor's proposed solution and to prepare the Courtrooms for real time transcription software such as For The Record (FTR).
4. Add HDMI on all input plates in each courtroom.
5. Install cameras that can function in manual control and automatic modes. Automatic mode must provide switched video feed based on which microphone is in use. Manual mode must provide for control of the cameras from the Hub room and in each courtroom.
6. Replace existing projectors with new equipment in each courtroom.
7. Add the ability to display content from mobile devices such as iPhones, iPads, and Android devices.
8. Replace existing touch panels and controllers that are used to control the courtrooms with new units. The new units must be able to tie into the existing Lutron lighting controls. The touch panels need to offer full control of the room. (Note: touch panels are only located at the Court Crier's position, the location on the bench for the Judge is no longer needed and should be removed.)
9. Provide the Court's IT personnel the ability to remotely manage the rooms from their desktop computers or mobile devices. (Examples: Changing inputs, turning on lights, setting up video conferencing)
10. Replace existing 4:3 projector screens with widescreen projector screens. (The Court believes that existing mechanics can be retained and screen just needs replaced. Screen information is included in the Equipment List PDF.)
11. Update all components in courtroom carts. Existing equipment is listed in the Equipment List PDF. Add document cameras to each courtroom cart.
12. Integrate two wireless microphones and one receiver into each courtroom, one handheld and one lapel microphone.
13. Integrate connection points from floor into custom attorney tables to be provided by the Court in courtrooms 3001 and 3002. Integration will be into existing tables in courtroom 5001.
14. Replace digital display devices at entrance to each courtroom with new equipment. Attached monitor must be able to display a list of courtroom proceedings.

Hub B (4C-1C): Control room located on the 4th floor

This room is centrally located between both the 3rd floor courtrooms and the 5th floor courtroom. It currently houses the A/V rack for the 5th floor courtroom and two racks for all of the control systems. Existing equipment is listed on the Equipment List PDF and is labeled on the page titled Hub B.

This room needs to be able to do the following:

1. Pass live content to and from other rooms. Examples: Courtroom 5001 to 3001 & 3002, simultaneously.

2. Function as a control room for the cameras in the courtrooms for live recording to an external device provided by a third party. Example: PCN records the En Banc (full court) session and provides their own recording deck.
3. Feed content to HUB A located on the first floor using existing infrastructure. No work to be performed in HUB A.
4. Provide a solution to stream proceeding occurring in the Courtrooms across the local area network (LAN) to Court personnel's desktop computers.
5. Provide ability for the system to be remotely managed by the Court's IT personnel from their desktop computers or mobile devices.

Conference rooms: 5204 and 3101

The conference rooms are to be included in the proposal. Existing equipment is listed on the attached Equipment List PDF and labeled as 3101 and 5204. The Court is looking for a proposal to replace the existing equipment in these rooms with newer equipment. When finished, at a minimum, the rooms need to be able to:

1. Display content in the room to the monitor from sources such as laptops and mobile devices
2. Use video conferencing to connect and share content to remote parties
3. View the feed provided from the Hub Room.
4. Display content from the cable broadcast system provided in the capitol complex.
5. Employ touch panel control units for controlling the room.

Equipment to reuse:

The Court recently purchased two Polycom Group 700 series devices. These devices are listed under the title HUB B on the Equipment List PDF. The Court would like to retain these devices and have them integrated into any solution that is proposed.

The existing equipment racks will be reused.

Equipment removed:

Any existing equipment that is not reused as part of the vendor's design, will be removed and placed into a Court designated storage location. If the vendor deems it has value and that value can be passed on to the Court, the Court will consider a credit proposal as part of this project. If the Vendor deems the equipment has no value, the Court will keep the equipment in the storage location.

Other Technical Information:

The Court's video conference system must interface with Cisco TMS that is provided by another agency. The vendor must take this into account when developing their proposal as any video conferencing system needs to be compatible with Cisco TMS.

1.3 Contractor Requirements and Qualifications

The vendor shall have a minimum of ten (10) years of proven experience in the installation and servicing of complex AV systems of similar size, complexity, and performance. For reference, the vendor shall provide five similar projects with contact names and phone numbers.

The vendor should have direct dealer status with all of the specified hardware components recommended and be certified on AMX, Crestron, Extron and other professional products including audio digital signal processors (DSP).

The vendor must be located within a 120-mile radius of the PJC in order to provide prompt and timely service to the Court.

2. Description of Deliverables

2.1 Meetings

The vendor will provide a project manager to oversee the project. The project manager will be responsible for coordinating a schedule for implementation with the Court. The project manager will also be responsible for providing regular updates to the Court on the progress of the project. The intervals for these updates will be established at the initial job conference.

2.2 Documentation

Vendor will provide full system documentation to include the following:

- All shop drawings corrected to reflect as-built conditions, as editable AutoCAD Files and PDF.
- Complete inventory of finished system components, including description, serial number and location.
- Copies of all manufacturer's documentation (Electronic submission is preferable)
 - o Product Data
 - o Operating instructions
 - o Installation instructions
 - o Service requirements and information
 - o Schematic diagrams
 - o Replacement parts list
 - o Warranty time frame with end of support information if available
- Copies of all source code.

2.3 Review and Acceptance

Acceptance based on final walk through and testing upon job completion with the Court. The Vendor will have ten (10) business days to correct any deficiencies.

2.4 Training

Vendor will provide training for Court personnel on the new system. The training sessions will include demonstrations of all new features that were incorporated into the system. The session(s) will be scheduled with the project manager as the project nears completion and will be scheduled for up to three (3) business days.

2.5 Warranty

Vendor will include a warranty period of no less than one year on all systems that have been installed as part of this project. The vendor must be the single point of contact for all warranty service. A list of manufacturers' warranties must be provided. If end of service and/or end of life dates are known, they must be provided.

The first year of service must include the following at no additional cost:

- Four (4) quarterly preventative maintenance (PM) visits per year
- Two (2) emergency calls per year (24-hour onsite response)
- 48-hour onsite support (non-emergency)
- All labor, parts and travel costs
- Parts availability within 24 hours of system down, or loner equipment will be provided to maintain system functionality.
- 24/7 telephone support from a technician familiar with the installed system
- Factory authorized field upgrades
- System software support and modifications
- Labor for non-factory repairs
- Training on system use as needed during the first year during the quarterly preventative maintenance visits

If proprietary equipment, technology, or software is proposed as part of this project, it must be clearly identified and the source code of all software developed for this project must be owned solely by the Court.

All wiring work done as part of this project must be guaranteed free of defects for 3 years. If during those 3 years following the completion of this project, wiring work that was completed during this project is found to be defective, the vendor must remedy the situation at the expense of the vendor.

As an optional and separate part of the proposal, the vendor will provide the cost for 3-year and 5-year service contracts that will begin after the first year of service has concluded. This contract proposal should include:

- Four (4) quarterly maintenance visits per year
- Two (2) emergency calls per year
- All labor and travel costs
- Parts availability within 24 hours of system down, or loner equipment will be provided to maintain system functionality.
- 24/7 telephone support from a technician familiar with the installed system
- Factory authorized field upgrades
- A typical pricing list of parts
- System software support and modifications
- Labor for non-factory repairs
- Training on system use

Proposal Requirements

The following information **must** be included in your bid in order to be considered responsive:

1. Proposal:
Proposed solution describing how the requirements listed in the **Statement of Work** will be met. Proposal should be detailed and include drawings.
2. Cost:
 - A. Complete Attachment B
 - B. Detailed report of cost breakdowns
 - C. If proprietary equipment is proposed for any part of the solution, the vendor must specify the reason why commercially available parts were not used.
 - D. Vendor should not include any assumptions in their cost submittal
 - E. Proposal must include all cost including all labor, transportation, supplies, materials, equipment and any other items or operating costs to satisfactorily meet all items in the proposal
3. References/Experience:
 - A. Proof of a minimum of ten (10) years of experience in the industry;
 - B. Five (5) examples of similar projects with references
4. Project management/Training:
 - A. Vendor should identify a project manager and their experience with projects of this size.
 - B. Vendor should include a detail on how training sessions will be addressed.
5. Warranty/Maintenance:
 - A. Vendor should include how warranty and maintenance items will be addressed after the system is implemented.
6. Estimated schedule of installation.
 - A. The court is looking for an estimated time line based on the following:
 - i. Awarded contract April 30, 3018
 - ii. Finished August 31, 2018

Evaluation Criteria

Proposal	430 points
Cost	250 points
References/Experience.....	100 points
Project management/Training	90 points
Warranty/Maintenance	70 points
Estimated Schedule	60 points
TOTAL POINTS	1000

EXHIBIT I

**RE: Request for Proposal
Commonwealth Court Audio Visual Design and Installation Services**

By signature of this page, the vendor listed below; acknowledges their participation in the aforementioned Commonwealth Court procurement and agrees to the standard Commonwealth Court terms and conditions governing this procurement*.

In order to be considered responsive to this Request for Proposal, this signed form must accompany the vendor's Transmittal Letter, Proposal and Estimated Installation Schedule. Your signature also certifies that all pricing is in U.S. dollars, and that the total fixed price quote will be in effect for at least 90 days after the closing date for response, or until a contract is awarded, whichever comes first.

Company Name

Date

Authorized Representative Signature

Title

Authorized Representative Name (Print)

Telephone Number

Email Address

Fax Number

***To be considered responsive, you must sign this page, but you may initial on this line if questions will be submitted during the RFP's Q&A timeframe involving concerns with the standard terms and conditions: _____**

Attachment A

TERMS AND CONDITIONS

1. Type of Contract

This contract is a fixed-price contract for the services and equipment specified in this Request for Proposal (RFP).

2. Term of the Contract

The term of the Contract shall expire, unless earlier terminated pursuant to this agreement, upon the completion of all specified tasks and the delivery of all services and deliverables as defined in the Contract. The order of documents in the Contract shall be:

1. This Contract
2. Terms and Conditions
3. Request for Proposal (RFP)
4. Amendments and written answers to Contractor's questions
5. Contractor's Proposal

In the event of a conflict between the terms and conditions of the Contract and any other Riders and Exhibits, the terms and conditions contained in the Contract shall exclusively control unless explicitly provided for in writing by the parties.

3. Contract Administrator

The Commonwealth designates Gary L. Hollinger as Contract Administrator for the Commonwealth Court. The Contract Administrator shall be the single authority to act for the Commonwealth under the Contract. Whenever the Commonwealth is required by terms of the Contract to provide written notice to the Contractor, such notice must be signed by the Contract Administrator, or in that individual's absence or inability to act, such notice shall be signed by the Contract Administrator's designee.

4. Contractor Responsibilities

The selected Contractor will be required to assume responsibility for all services offered and products to be delivered as stated in its Bid, whether or not the Contractor is the manufacturer or producer of said services and products. The Commonwealth will consider the selected Contractor to be the sole point-of-contact with regard to all contractual matters and the Contractor must designate a Contract Administrator for that purpose.

5. Independent Capacity of the Contractor

In the performance of the Contract, the Contractor, its officers, employees, agents, or subcontractors will act in an independent capacity and not as officers, agents, or employees of the Judicial Branch of the Commonwealth of Pennsylvania.

6. Subcontracting

Except as provided in the Contractor's proposal, no Contract shall be made by the Contractor with any other party for furnishing any of the work or services contracted for herein without the written consent and approval of the Contract Administrator for the Commonwealth. This provision does not require the approval of contracts of employment between the Contractor and employees assigned for services

hereunder. Should the Contract Administrator for the Commonwealth consent to a subcontract with a third-party to furnish any portion of the Contractor's obligation under this Contract, then the Commonwealth shall have the right to require that its bidding and procurement processes are followed in any such third-party subcontracting agreement.

7. Funding

The Commonwealth's obligations are contingent upon the appropriation and availability of funds for the Contract purpose. If such funds are not appropriated or available for the Contract purpose, such event will not constitute a default. The Commonwealth agrees to notify the Contractor in writing at the earliest possible time if funds are not appropriated or available. The Commonwealth will not be liable for the payment of any interest, finance charges, late fees, or other penalties for nonpayment in the event of non-appropriation of funds.

8. Disputes

In the event that any dispute arises between the parties under this Contract, the Contract Administrator for the Commonwealth shall make a determination on the resolution and the action to be taken in writing and shall send the same to the Contractor. The Contractor shall thereafter, in good faith and with due diligence, render such performance as the Contract Administrator for the Commonwealth has determined is required. If the Contractor believes the decision of the Contract Administrator for the Commonwealth to be in error, the Contractor may pursue any other remedy available at law.

9. Early Termination

It is expressly understood that the performance of work under this Contract may be terminated without penalty by the Commonwealth for any reasons whenever the Contract Administrator for the Commonwealth shall determine that such termination is in the best interests of the Commonwealth. Such termination shall not be considered a default. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work under this Contract is terminated and the date on which termination becomes effective. In the event of such termination, the Contractor will be compensated for all work performed for which payment deliverables have been met and deliverables accepted prior to the termination date. In no event, however, shall the Contractor be paid for loss of anticipated profits. Title to any equipment or hardware provided and accepted by the Commonwealth, pursuant to this Contract, prior to the date of termination, and for which payment is made, shall pass to the Commonwealth.

10. Default

10.1 Termination by Commonwealth

The Commonwealth may, by written notice of default to the Contractor, terminate this Contract in any one of the following circumstances if the Contractor does not cure such failure within a period of thirty (30) days (or such longer period as the Contract Administrator for the Commonwealth may authorize in writing) of the date of the written notice to the Contractor specifying such failure:

1. Failure to provide services or deliverables agreed upon and set forth in this RFP;
2. Failure of the hardware, software, equipment, or services to meet a standard of performance as required and called for pursuant to this RFP;
3. Failure to make progress on work within the scheduled time period, as determined by the Commonwealth within its sole discretion;

4. Any other inadequacy of performance as determined by the Commonwealth.

The Commonwealth may, at its option, waive any default in writing and/or extend the time to cure the default.

10.2 Commonwealth Options at Termination

In the event the Commonwealth terminates this Contract as provided herein, the Commonwealth may at its option exercise any or all of the following:

1. Retain clear title to any hardware, equipment and documentation for which the Contractor has been paid by the Commonwealth as of the effective date of termination.
2. Return, as is, all deliverables provided by Contractor that failed to meet the above specifications to Contractor at Contractor's expense in which instance the Contractor must return all monies previously paid by the Commonwealth within five (5) business days of receipt of such deliverables.
3. Return, as is, all hardware, equipment, software, and documentation to Contractor at Contractor's expense in which instance the Contractor must return all monies previously paid by the Commonwealth within five (5) business days of receipt of such hardware, equipment, software, and documentation.

10.3 Contractor Liability on Commonwealth Termination

In addition to the remedies provided herein, the Commonwealth may hold the Contractor liable for all damages permitted under the laws of the Commonwealth of Pennsylvania arising or resulting from the termination of the Contract.

10.4 Contractor Freedom from Liability

The Contractor shall not be liable for any damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, acts of the Commonwealth solely in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of either the Contractor or its subcontractor(s). When such a cause arises, the Contractor shall notify the Commonwealth immediately in writing of its failure to perform, describing the cause of failure and how it affects performance, and the anticipated duration of the inability to perform. The Commonwealth shall review the information provided and may at its option rescind the Contract.

10.5 Commonwealth Rights and Remedies

The rights and remedies of the Commonwealth provided in this Contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

10.6 Attorney's Fees and Costs

In the event the Commonwealth is required to undertake any legal action to enforce its rights and remedies under this Contract, the Commonwealth shall be entitled to recover reasonable attorney's fees and costs in the event that the Commonwealth prevails against the Contractor.

11. Inspection and Audit

Contractor agrees that the Commonwealth or its representative shall have the right to examine any of the Contractor's records that directly relate to this Contract. The Contractor shall preserve books, documents, and records for a period of five (5) years from completion of the Contract. During the term of the Contract, all information obtained by the Contractor in the performance of this Contract will be made available to the Commonwealth within 24 hours if on-site or within 48 hours if at an off-site location. If requested, the Contractor shall deliver to the Commonwealth background material prepared or obtained by the Contractor incident to the performance of this Contract. Background material is defined as original work papers, notes and drafts prepared by the Contractor and all data related to the services being rendered, including electronic data processing forms, computer programs, pamphlets, maps and drawings.

In addition, Contractor shall maintain accounting records in a manner that will enable the Commonwealth to easily audit and examine any books, documents, papers, and records maintained in support of the Contract. Such records shall consist of sufficient documentation to support all invoices. All such documents shall be made available to the Commonwealth at its request, and shall be clearly identifiable as pertaining to this Contract. The Commonwealth may, at its option, retain at its expense a certified public accounting firm of its own choice to conduct periodic audits.

12. Standard of Performance

The applicable service specifications and service levels for each of the services to be provided are set forth in the RFP. These specifications must be met and service levels satisfied prior to the Commonwealth's approval of invoices submitted by the Contractor for payment for the services performed.

13. Change Orders

The Commonwealth may at any time, with written notice to the Contractor, make changes to the general scope of the Contract.

As soon as possible after receipt of a written change order, but in no event more than 10 days thereafter, the Contractor shall provide the Commonwealth with a written statement that the change has no price impact on the Contract or that there is a price impact; in which case the statement shall include a description of the price increase or decrease involved in implementing the change. The cost or credit to the Commonwealth resulting in a change in the work shall specify the total cost of the work, including the cost of any additional hardware or software required and shall include the number of staff hours required by level of personnel and the corresponding staff-hour rate.

14. Notice of Delays

Whenever the Contractor encounters a non-routine difficulty which is delaying or threatening to delay the timely performance of this Contract (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the Contract Administrator stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or time for performance of services or be construed as a waiver by the Commonwealth of any rights or remedies to which it is entitled by law or pursuant to provisions of this Contract. "Non-routine" difficulties, by way of illustration, include but are not limited to actual or potential labor disputes, blizzard conditions, other unusually severe weather and common carrier or overnight carrier strikes.

Failure to give such notice, however, may be grounds for denial of any request for an extension of time for performance of services because of such delay. The foregoing does not apply to force majeure events that are outside of the Contractor's control, as set forth in this Contract.

Commonwealth reserves the right to delay payment when, in its sole judgment, excessive delays exist, until such time as the Contractor remedies the non-routine difficulty.

15. Payment Provisions

The Commonwealth shall submit all approved invoices to the Pennsylvania Department of Treasury within fifteen (15) days of approval.

16. Contractor Liability/Insurance

The Contractor will provide public liability, property damage and workers' compensation insurance, insuring as they may appear, the interest of all parties, their officers, employees, and agents to this Contract against any and all damages and claims to the extent arising out of the Contractor's performance. Contractor shall purchase and maintain, at its expense, the following types of insurance issued by companies acceptable to the Commonwealth: (1) workers' compensation insurance sufficient to cover all of the employees working to fulfill this Contract; (2) comprehensive general liability insurance, property damage insurance, and automobile liability insurance in such amounts as the Commonwealth shall deem sufficient and which at a minimum shall be \$1,000,000 for injury to or death of one person in a single occurrence and \$3,000,000 for injury to or death of more than one in a single occurrence and \$500,000 for a single occurrence of property damage.

Such policies shall name the Commonwealth as an additional insured. Prior to commencement of work under this Contract, Contractor must provide the Commonwealth with current certificates of insurance. These certificates shall contain a provision that coverage afforded under the policies shall not be canceled or changed until at least 30 days prior written notice has been given to the Commonwealth.

17. Warranties

Contractor warrants that, in performing the work and services hereunder:

1. It will materially comply with the descriptions and representations as to the work, resources, and services set forth in this RFP.
2. Its products shall be uniform in appearance, clean and presentable in accordance with generally applicable standards of the industry.

18. Title to Hardware and Equipment: Risk of Loss

The Commonwealth will not be liable for any damage or loss to the hardware or equipment until such time as installations are complete. This includes any damage or loss that occurs during off-site or on-site software and hardware installation. Title to the hardware and equipment will pass to the Commonwealth after delivery to the Commonwealth's site and after it is verified by the Commonwealth that hardware and equipment are operational.

19. Patent, Copyright, and Other Proprietary Rights Indemnification

Contractor warrants that all equipment, software, supplies and other products and all services provided hereunder do not and will not infringe upon or violate any U.S. or foreign patent, copyright, trade secret or any other proprietary right of any third-party. In the event of any claim by a third party against the Commonwealth, the Commonwealth shall promptly notify Contractor and Contractor shall defend such claim at Contractor's expense and shall indemnify and hold harmless the Commonwealth against any loss, cost, expense, or liability arising out of such claim including reasonable attorney's fees.

The obligations of the Contractor under this Paragraph continue without time limit.

20. Employment Practices/Americans with Disabilities Act

Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in the Contract or from activities provided for under the Contract. As a condition of accepting and executing the Contract, the Contractor 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 through contracts with outside contractors.

The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from losses, damages, expenses, claims, demands, suits and actions brought by any party against the Commonwealth as a result of the Contractor's failure to comply with the provisions of the foregoing.

21. Cooperation with Other Contractors

The Commonwealth may undertake or award supplemental contracts for work related to this Contract or any portion thereof. The Contractor shall cooperate with such other contractors and the Commonwealth in all such cases. Any subcontractors to the Contractor will be required to abide by this provision as a condition of the Contract between the subcontractor and the Contractor.

22. Right of Commonwealth to Reject Contractor's Employees

The Commonwealth shall retain the right to reject any of the Contractor's employees whose qualifications or performance, in the Commonwealth's judgment, are insufficient. In considering the Contractor's employee's qualifications, the Commonwealth will act in good faith and not unreasonably.

23. Taxes

The Commonwealth is exempt from payment of any Federal Excise or Transportation Taxes, and any Pennsylvania Sales or Use Tax. The Commonwealth will provide a copy of its tax exemption certificate to the Contractor. The Contractor must certify that the prices set forth are exclusive of taxes.

The Contractor shall agree to place its federal identification number (number assigned when filing income tax documents) or social security number if the Contractor is an individual on all Contracts, documents, and invoices submitted to the Commonwealth.

24. Assignment or Transfer

The Contractor shall not assign or transfer any interest in this Contract without prior written approval of the Contract Administrator for the Commonwealth. The Commonwealth reserves the right to assign or transfer the Contract to any person, office or entity as it deems appropriate.

25. Governing Law

This Contract and performance hereunder is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Venue and jurisdiction for all disputes shall lie in Pennsylvania.

26. Waiver

No term or provision hereof shall be deemed waived and no breach or default excused by the Commonwealth unless such waiver or consent shall be in writing. Any consent by the Commonwealth to, or waiver of a breach or default by the Contractor, whether express or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach or default.

27. Personal Liability

No official, director, officer, agent or employee of the Commonwealth shall be charged personally or held personally liable to Contractor under any term or provision of this Contract because of any breach hereof or because of its execution, approval or attempted execution.

28. Hold Harmless

The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth and its political subdivisions, their agents, servants and employees, from damage to property or injuries (including death) to any person(s) and any other losses, damages, expenses, claims, demands, suits, and actions by any party against the Commonwealth and its political subdivisions, their agents, servants and employees, in connection with the work performed by the Contractor, its agents, servants and employees.

29. Compliance with Laws and Procurement of Permits and Licenses

The Contractor shall be required to comply with all federal, state, and local laws applicable to its work, and will procure at its expense, all licenses, and permits necessary for the fulfillment of its obligations under the terms of this Contract.

30. Conflict of Interest

30.1 Restriction on Use of Unified Judicial System Personnel

The Contractor shall not be an employee of the Unified Judicial System of the Commonwealth of Pennsylvania. The Contractor further assures that in the performance of the Contract, it will not knowingly employ any person who is an employee of the Unified Judicial System.

30.2 Restriction on the Use of Former Unified Judicial System Personnel

No person formerly employed by the Unified Judicial System on a full-time basis within twelve (12) months immediately preceding the date of this agreement shall be assigned by the Contractor to this project. For purposes of this subparagraph, "full-time basis" means providing services of a minimum of thirty-five (35) hours per week.

31. Anti-Bribery

The Contractor certifies that it has not been convicted of bribing or attempting to bribe an officer or employee of the Commonwealth of Pennsylvania nor has made an admission of the same.

32. Confidentiality

The Contractor acknowledges and agrees that any and all information, subject to the exceptions mentioned herein, gained by virtue of this Contract concerning the Commonwealth's business and

operations is "Confidential and Proprietary" information. The Contractor will not duplicate, use or disclose, or permit any person to duplicate, use or disclose any such Confidential and Proprietary information to any person who is not working on this Contract or assigned to an agent or representative of the Commonwealth unless the Contract Administrator for this Contract specifically authorizes, in writing, the duplication, use or disclosure of such information. The Contractor agrees to return, upon the Commonwealth's request, all written, graphic, or other tangible information which the Commonwealth has furnished to the Contractor, or that the Contractor or its employees and subcontractors have acquired under this Contract. The obligations of the Contractor under this paragraph continue without time limit. The obligations, however, under this paragraph do not apply to information (a) already known to the recipient at the time of disclosure; (b) independently generated by the recipient and not derived from the information supplied by the disclosing party; (c) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information; (d) disclosed to the recipient without a similar restriction by a third-party who has the right to make such disclosure; or (e) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

33. Integrity

The Contractor shall maintain the highest standards of integrity in the performance of this Contract and shall take no action in violation of state or federal laws, regulations or other requirements that govern contracting with the Commonwealth. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any governmental officer or employee. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any governmental officer or employee. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him/her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity for the benefit of or at the direction or request of any governmental officer or employee.

34. Severability

If any provision of this Contract or application thereof to any person or circumstance is held to be invalid, such invalidity shall not affect other provisions or applications of this Contract which can be given effect without the invalid provision or application, and to this end the provisions of this Contract are severable.

35. Most Favored Nation Clause

All of the prices granted by the Contractor herein are comparable to or better than those prices being offered by the Contractor to any present customer based on similar volumes, terms, and conditions of the Contract. If the Contractor shall, during the term of this Contract, enter into similar arrangements with any other customer providing better prices and terms, this Contract shall thereupon be deemed amended to provide the same to the Commonwealth.

36. Virus, Malicious, Mischievous or Destructive Programming

The Contractor shall be liable for any damage to software owned or licensed by the Commonwealth in the event a computer virus, malicious, mischievous, or destructive programming is discovered to have originated from the Contractor, its servants, agents, or employees. In the event of destruction or unauthorized modification of software, the Contractor shall eliminate the virus, malicious, mischievous, or destructive programming; restore the Commonwealth's software and be liable to the Commonwealth for any resulting damages, incidental costs, or expenses incurred as a result of this activity.

37. Change of Ownership or Insolvency

In the event that the Contractor should change ownership for any reason whatsoever, the Commonwealth shall have the exclusive option of continuing under the terms and conditions of the Contract with the Contractor or its successors or assigns for the full remaining term of the Contract, or continuing under the terms and conditions of the Contract with the Contractor or its successors or assigns for such period of time as is necessary to replace the products, materials, reports, studies or computer programs, or immediately terminating the Contract.

In the event that the Contractor should become insolvent for any reason whatsoever, or make an assignment for the benefit of creditors, or have a receiver appointed, or should it be declared as bankrupt under the law of the United States, or Canada, or should a petition of bankruptcy or reorganization or rearrangement be filed under the bankruptcy laws, the Commonwealth shall have the exclusive option of continuing with the Contractor or its successors or assigns or trustee in bankruptcy under the terms and conditions of the Contract for the full remaining term of the Contract, or continuing with the Contractor or its successor or assigns or trustee in bankruptcy under the terms and conditions of the Contract for such period of time as is necessary to replace the products, materials, reports, studies of computer programs, or immediately terminating the Contract.

38. Assignment of Antitrust Laws

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of State and Federal Antitrust Laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all rights, title and interest in and to any claims the Contractor now has or may hereafter acquire under State and Federal Antitrust Laws relating to the goods and services which are subject to the Contract.

39. Nondiscrimination Clause

The Contractor shall not discriminate against any employee, applicant for employment, independent Contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, disability, sex, or sexual orientation. The Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of the Contractor's noncompliance with the nondiscrimination clause of this Contract, the Nondiscrimination Policy of the Supreme Court of Pennsylvania, or any such laws, the Contract may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth Contracts, and other sanctions may be imposed and remedies invoked.

40. Access to Financial Records

The Contractor acknowledges that this Contract is a financial record and financial records of the Unified Judicial System shall be made public in accordance with Pa.R.J.A. No. 509 and all applicable laws.

Attachment B

Cost proposal

Company Name:	
Total Price:	
**Please breakdown all costs in a detailed report (IE: Labor, equipment, maintenance, software,ETC.)	
Price for 3 years of support:	
Price for 5 years of support:	