



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

Marc Flood, Esquire
Deputy Court Administrator

May 3, 2019

Dear Prospective Vendor:

You are invited to submit a bid to serve in the capacity of a Consultant for the performance of Oracle PL/SQL Developer services for the FJD in accordance with the enclosed Invitation to Bid ("ITB").

All bids must be submitted in five (5) copies to: **Oracle PL/SQL Developer ITB, First Judicial District of Pennsylvania, Procurement Unit, 368 City Hall, Philadelphia, Pennsylvania 19107.**

Bids must be received in a sealed envelope at the above address no later than **3:00 P.M. (Eastern Standard Time,) Monday, June 3, 2019.** Late Bids will not be considered regardless of the reason.

All questions should be directed, in writing, to the Procurement Unit, First Judicial District of Pennsylvania, 368 City Hall, Philadelphia, PA 19107 via email to Procurement_Cityhall@courts.phila.gov or via fax to the attention of Karleen N. Flowers at (215) 683-7942 **no later than 3:00 p.m. (Eastern Standard Time,) Monday, May 20, 2019.** All vendors will be provided with answers to questions asked by any one vendor.

It is anticipated that evaluation of all bids received and selection of the Vendor will be completed as soon as possible; all Vendors will be notified accordingly.

Sincerely,

A handwritten signature in black ink that reads "Marc Flood".

Marc Flood, Esquire
Deputy Court Administrator
Enclosures

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

Invitation to Bid
For
Oracle PL/SQL Developer

May 3, 2019

1. Purpose

The First Judicial District of the Commonwealth of Pennsylvania, hereinafter known as the "FJD", issues this Invitation to Bid ("ITB") for qualified vendors to provide a bid response for the provision of Oracle PL/SQL Developer services relative to applications used by personnel and the public in the Trial Division of the FJD, including civil and criminal, and/or otherwise directed by the appropriate authorities of the FJD.

2. Scope of Task

The FJD desires to engage a Vendor to develop PL/SQL code Data Access Layers for use by client applications through a case management database. The selected Vendor will be required to work closely with FJD development teams to ensure successful implementation. In addition, the selected Vendor must work with senior architects to understand new designs and provide post implementation and on-going production:

- Operations Data: acquires knowledge of the multiple types of operations data with the desire to understand how the information is used by the business;
- Database Schemas: support refactoring of existing database schemas to support consolidation roadmap;
- Support: manage reference data stored in Oracle DBs; work in conjunction with Business Analyst, DBA, Data Architects on the backend data warehouse reporting solution running on SQL server.

3. Requirements

The requirements of the selected Vendor are as follows:

- 3+ years of Oracle PL/SQL Developer experience with strong technical and communication skills;
- Strong data analysis and SQL skills for developing complex queries, stored procedures, functions, exception handling;
- Strong working knowledge of PL/SQL and UNIX Scripting;
- Strong working knowledge of C# and VB DotNet;
- Ability to analyze information and to evaluate the implications of a course of action or solution;
- Ability to interpret and apply common sense understanding to carry out a variety of instructions furnished in written, oral, or diagram form;
- Ability to work independently as well as a key contributor in a distributed team environment;
- Strong project management skills including, critical ability to coordinate and balance multiple projects in a time-sensitive environment, under pressure and meeting deadlines;
- Work a 35-hour week on site;
- Desired Skills: Experience in Financial Services/Insurance Industries a plus

All vendors must include with the bid a copy of applicable certification(s) confirming the vendor's qualifications.

The selected Vendor shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes, in the performances of these services.

4. Issuing Office

The FJD, as noted below, is the sole point of contact with regard to all procurement and contractual matters relating to the services described herein and is the only office authorized to change, modify, amend, alter or clarify the specifications, terms and conditions of this ITB. The FJD reserves the right to cancel this ITB at any time. All communications regarding this procurement must be in writing and addressed (via U.S. Mail, fax, or email) to:

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

5. **Contract Terms and Compensation**

This is an open-ended contract, and services will continue as needed. Compensation is hourly and based on a minimum of a thirty-five (35) hour, on-site work week. All vendors must include in the bid your hourly rate to complete the requested service.

6. **Preparation of Bid**

Bids must be written in ink or typewritten, shall be signed and placed in a sealed envelope or carton. The bid must be signed by the owner if a sole proprietor or by a general partner if the bidder is a partnership. If the bidder is a corporation, the bid 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.

6.1 No bid will be considered if not received at the designated office by the time specified in this ITB. Timely delivery shall be judged by the date of **actual receipt**.

6.2 No bid shall be withdrawn for **60 days** from the date of the deadline specified for submission of bids, except as otherwise provided herein. Bidders may be given permission to withdraw a bid before opening upon receipt of written notification which must be submitted no later than forty-eight (48) hours after the submission deadline.

6.3 No changes in prices, terms and conditions will be considered after the deadline for submission of bids.

7. **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 ITB and the needs of the FJD.

7.1 **Vendor's Qualifications**

This refers to the ability of the Vendor to meet all the terms of the ITB, especially the quality, relevancy, and recency of projects completed by the Vendor. All vendors must include with the bid a copy of applicable certification(s) confirming the vendor's qualifications.

7.2 **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 ITB which may include any subsequent support services.

7.3 **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 ITB, the objectives in asking for the services and the nature and scope of the work involved.

7.4 **Cost**

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

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

The following additional conditions govern this procurement:

8.1 **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 Bids which do not conform to solicitation requirements. One copy of any proposal which is returned as nonconforming will be retained by the FJD for documentation purposes;
- Require bidders, at their expense, to submit written clarification of Bids in any manner or format that the FJD may require.
- Require that all Bids submitted in response to this solicitation, upon receipt by the FJD, become the property of the FJD.

- Invite some bidders, but not necessarily all, to make an oral presentation, or a demonstration of, their proposal to assist the FJD in its determination of award. The FJD reserves the right to limit the number of bidders invited to make such a presentation or demonstration.
- Allow no additions or changes to the original proposal after the due date specified herein, except as may affect all bidders.
- Award in part or reject any and all Bids in whole or in part.
- Waive technical defects, irregularities and omissions.
- Reject the proposal of any bidder in default of any prior contract or for misrepresentation of material(s) presented.
- Request a "best and final" proposal of one or more bidders.
- Allow a bidder to remedy in writing any deficiency which is not material.

9. Nondiscrimination

During the term of any subsequent contract, vendors agree to the following:

- 9.1 Vendor shall not discriminate nor permit discrimination against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, sex or disability in the performance of services under this procurement. Vendor shall comply with all federal and state laws prohibiting discrimination.
- 9.2 Pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act, 28 C.F.R. §35.101 et seq.*, Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this procurement or from activities provided for under this procurement. As a condition of accepting and executing any subsequent contract, 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, the City of Philadelphia, and/or the FJD, through contracts with outside contractors.
- 9.3 Vendor shall take steps to insure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, national origin, age, sex, or disability in the performance of this procurement. Such nondiscrimination shall include, but is not limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.
- 9.4 Vendor shall, in advertisements or requests for employment placed by or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, sex, or disability.
- 9.5 Vendor shall include the provisions of this nondiscrimination clause in every subcontract pertaining to the performance of this procurement so that such provisions will be binding upon each subcontractor. In the event of a violation of subcontractors, Vendor shall promptly notify Marc Flood, Esquire, Deputy Court Administrator, Procurement Unit, First Judicial District of Pennsylvania, in writing.
- 9.6 In the event of Vendor's noncompliance with the nondiscrimination clause of this procurement 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 this procurement or with any such laws governing nondiscrimination, any subsequent contract may be terminated or suspended, in whole or in part, whereupon all obligations on this procurement 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.
- 9.7 It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Vendor has delegated some of its employment practices.
- 9.8 Vendor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency for purposes of investigation to ascertain compliance with the provisions of this nondiscrimination clause.

- 9.9 Vendor's obligations under this clause are limited to the Vendor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually manufactured, produced, assembled, or delivered.
- 9.10 Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania, the City of Philadelphia, and/or the FJD, from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania, City of Philadelphia, and/or the FJD, as a result of the Contractor's failure to comply with this nondiscrimination provision.
- 9.11 Vendor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring tenure of employment, promotions, terms, privileges or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry, constitutes a substantial breach of Contract entitling the FJD to all rights and remedies provided in the Contract or otherwise available in law or equity.

10. Public Disclosure

All materials submitted in response to this ITB become the property of the FJD, and thereby, become part of the public record and may be subject to public review. 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.

11. Terms and Conditions of Contract

The formal contract to be entered into with the successful bidder shall contain, at a minimum, the terms and conditions set forth in this Section. *The terms and conditions expressed herein are not subject to bidder negotiation.*

11.1 Negotiation of Contract

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

11.2 Terms of the Contract

- (1) The contract shall begin on the first day after it has been fully executed by the parties, and shall expire, unless earlier terminated otherwise pursuant to the Agreement, at the completion of all specified tasks and delivery of all contracted products, goods, and services as defined in said contract including the performance of any maintenance and/or warranty periods.
- (2) The order of documents in the contract shall be:
 - Contract, including written riders or addenda
 - Amendments to ITB and written answers to questions, if applicable
 - ITB
 - Vendor's Bid
- (3) No amendment or modification changing the contract's scope or terms has any force or effect unless it is in writing and signed by all parties to the contract. The subsequent contract shall be binding upon the parties and their respective successors and officers.

11.3 Contract Administrator

Upon execution of a contract, the FJD shall designate a Contract Administrator. The Contract Administrator shall be the single authority to act for the FJD under the contract. Whenever the FJD is required by terms of the contract to provide written notice to the Vendor, 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.

11.4 Vendor's Responsibilities

The selected Vendor will be required to assume sole responsibility for all services offered and products to be delivered as stated in its proposal whether or not the Vendor is the manufacturer or producer of said services. The FJD will consider the selected Vendor to be the sole point of contact with regard to all contractual matters.

11.5 Independent Capacity of the Vendor

In the performance of the contract, the Vendor, its officers, employees, agents or subcontractors will act in an independent capacity and not as officers or employees of the FJD.

11.6 Subcontracting

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

11.7 Disputes

In the event that any dispute arises between the parties under the contract, the Contract Administrator shall make a determination in writing and shall send the same to the Vendor. The Vendor shall thereafter, in good faith and with due diligence, render such performance as the Contract Administrator has determined is required. If the Vendor believes the decision of the Contract Administrator to be in error, the Vendor's sole remedy is to make such claims as it may desire to the Board of Claims pursuant to the Act of May 20, 1937, P.L. 728, No. 193, as Amended. (72 P.S. §4651-1 et seq.) Pending a final judicial resolution of any such claim filed with the said Board, the Vendor shall proceed diligently and in good faith with the performance of the Agreement as interpreted by the FJD, and the FJD shall continue to have checks furnished to the Vendor pursuant to the determination of the Contract Administrator.

11.8 Early Termination

The performance of work under any contract may be terminated, without penalty, by the FJD for any reason upon ten (10) days' notice, whenever the Contract Administrator shall determine that such termination is in the best interest of the FJD. Any such termination shall be effected by delivery to the Vendor of a notice of termination specifying the extent to which performance of the work under the contract is terminated and the date on which termination becomes effective. In the event of such termination, the Vendor shall promptly return to the FJD any/all documentation in their possession related to these court correspondence drafting and mailing services, which have been submitted to them by the FJD. Furthermore, the Vendor understands and agrees that they will only be entitled to compensation for services rendered prior to the effective date of termination. In no event shall the Vendor be paid for loss of any anticipated profits. If applicable, the title to any equipment or hardware provided and accepted by the FJD prior to the date of termination, and for which payment is made, shall pass to the FJD.

11.9 Default

(1) Termination by FJD

The FJD may terminate the contract without penalty in any one of the following circumstances after mailing written notice of default to the Vendor specifying such failure:

- i. If any hardware, software or equipment which is required to meet the standard of performance as and when called for under any contract fails to do so; or
- ii. If the Vendor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms. FJD, at its discretion, may give the Vendor thirty (30) days (or a longer period as the Contract Administrator may authorize in writing) to cure such failure to default.

(2) FJD's Options at Termination

In the event the FJD terminates the contract, the FJD may, at its sole option:

- i. Retain such hardware, equipment, software, and documentation as has been provided, obtaining clear title to the same.
- ii. Return, as is, all hardware, equipment, software, and documentation to Vendor at Vendor's expense in which instance the Vendor must return any/all outstanding checks that remain uncollected within five (5) business days of receipt of such hardware, equipment, software, and documentation.
- iii. The Vendor shall, upon direction of the FJD, protect and preserve property in possession of the Vendor in which the FJD has an interest.

(3) Vendor's Liability in FJD Termination

In addition to the remedies provided above, the FJD may hold the Vendor liable for actual, incidental and consequential damages arising or resulting from the termination of the contract due to a breach by Vendor. In the alternative, the FJD may, in addition to the remedies specified herein, impose liquidated damages as set forth below.

(4) Vendor's Freedom from Liability

The Vendor 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 Vendor. Such causes may include, but are not restricted to acts of God, acts of the FJD 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 Vendor or its subcontractor(s). When such a cause arises, the Vendor shall notify the FJD 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 FJD shall review the information provided and may at its sole option rescind the contract.

(5) FJD's Rights and Remedies

The rights and remedies of the FJD provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract. The failure of the FJD to insist on strict performance shall not constitute a waiver of any of the provisions of the contract or any remedy provided by law.

(6) Default by FJD

The FJD shall be in default under the contract when the FJD fails to comply with any material term or condition of the contract, and the Vendor has provided the FJD with thirty (30) days advance written notice that it will take action hereunder. Upon the FJD's default, the Vendor may cease its efforts to collect on any bad checks that remain uncollected.

(7) FJD Recovery

In the event the FJD is required to undertake any legal action to enforce its rights and remedies under the contract, the FJD shall be entitled to recover reasonable attorney fees and costs.

11.10 Payment Provisions

Final delivery and acceptance of all products, services, and/or deliverables which are defined in this ITB and the subsequent contract resulting therefrom will be recognized for the purposes of payment to the Vendor.

11.11 Vendor's Liability; Hold Harmless; Insurance

- (1) Vendor shall purchase and maintain, at its expense, the following types of insurance issued by companies acceptable to the FJD: (1) workers' compensation insurance sufficient to cover all of the employees working to fulfill the contract; (2) comprehensive general liability insurance, property damage insurance, and automobile liability insurance in such amounts as the FJD shall deem sufficient which shall not exceed \$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 person in a single occurrence, and \$5,000,000 for a single occurrence of property damage.

- (2) Such policies shall name the FJD as an additional insured. Prior to commencement of work under the contract, Vendor must provide the FJD 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 FJD.
- (3) Vendor shall be responsible for and agrees to indemnify and hold harmless the FJD, 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 FJD, their agents, servants and employees, in connection with work performed by the Vendor, its agents, servants and employees under the contract.

11.12 Patent, Copyright and Other Proprietary Rights; Indemnification

- (1) Vendor warrants that all equipment, software, supplies and other products provided hereunder and all services do not, and will not, infringe upon or violate any 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 FJD, the FJD shall promptly notify Vendor and Vendor shall defend such claim at Vendor's expense and shall indemnify the FJD against any loss, cost, expense or liability arising out of such claim including reasonable attorney's fees.
- (2) The Vendor, at its own expense, shall defend and hold harmless the FJD for any suit which may be brought against the FJD or its agents and employees for the alleged infringement of any U.S. patents, copyrights, or trade secrets by the products furnished under the contract and, in any such suit, will satisfy any final award for such infringement. The FJD shall give prompt notice of such a suit or proceeding and all information and all cooperation to conduct the defense of same. If principles of government or public law are involved, the FJD may participate in the defense of any such action.
- (3) If, in Vendor's opinion, products furnished under the contract are likely to, or do become the subject of a claim or infringement, then without diminishing the Vendor's obligation to satisfy a final award, Vendor may at its option substitute for the alleged infringing products, other equally suitable equipment, software, or products, satisfactory to the FJD, or at the Vendor's option and expense, obtain the rights for the FJD to continue the use of such products. If the use of such products by the FJD shall be prevented by permanent injunction, Vendor shall, at its own expense and at its option, and subject to approval by the FJD, either: procure the rights to continued use of such products, replace them with non-infringing products, or modify them so that they are no longer infringing.
- (4) The obligations of the Vendor under this paragraph continue without time limit.

11.13 Employment Practices

The Vendor must comply with the Nondiscrimination Clause.

11.14 Taxes

As an Instrumentality of the Commonwealth of Pennsylvania, the FJD is exempt from payment of any federal excise or transportation taxes and any Pennsylvania sales or use tax. Vendor must represent that the prices set forth in its bid are exclusive of taxes.

11.15 Assignment

The Vendor shall not assign nor transfer any interest in the contract without prior written approval of the Contract Administrator. This shall not be construed as limiting the Vendor's rights to subcontract as provided herein.

11.16 Compliance with Laws

The Vendor is required to comply with all federal, state, and local laws and regulations applicable to its work, and will procure at its expense, all licenses and permits necessary to the fulfillment of its obligations under the terms of the contract.

11.17 Governing Law

This contract and performance hereunder will be governed by and construed in accordance with the laws of Pennsylvania.

11.18 Waiver

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

11.19 Severability

If any provision of the procurement of the contract is declared or found to be illegal, unenforceable or void, then both parties shall be relieved of all obligations under that provision. In such event, the Contract Administrator shall determine the extent to which the remainder of the contract may require termination. Pending such determination, performance under the terms of the contract shall continue.

11.20 Most Favored Nation Clause

All of the terms and warranties granted by Vendor herein are comparable to, or better than, those terms offered by Vendor to any present customer. If Vendor shall, during the term of the contract, enter into comparable arrangements with any other customer providing better terms and warranties, the contract shall thereupon be deemed amended to provide the same to the FJD. Vendor must inform the FJD promptly of better terms and warranties being made available to customers with comparable arrangements.

11.21 Right to Reject Vendor's Employees

The FJD shall retain the right to reject any of the Vendor's employees or subcontractor(s)' employees as permitted under the contract, whose qualifications, in the FJD's judgment, are insufficient. In considering the Vendor's employees' qualifications, the FJD will act in good faith and not unreasonably.

11.22 Confidentiality

The Vendor shall not disclose to others any confidential information gained by virtue of the contract.