



## **NEW YORK STATE UNIFIED COURT SYSTEM**

Office of Court Administration  
Division of Grants, Contracts, and Procurement

Request for Proposals # OCA-DGCP-049  
Attorney for the Child Services, Juvenile Defense,  
Alternative Providers, New York City (Bronx, Kings, New  
York, and Queens counties)

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- Attachment I - Standard Request for Bid Clauses & Forms
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\* Attachments are available for download from the Unified Court System’s Current Solicitation webpage:  
<http://ww2.nycourts.gov/admin/bids/currentsolicitations.shtml>

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## I. BACKGROUND INFORMATION

Pursuant to the relevant section of Part 7.2 of the Rules of the Chief Judge, the function of the attorney for the child is:

*As used in this part, "attorney for the child" means a law guardian appointed by the family court pursuant to section 249 of the Family Court Act, or by the supreme court or a surrogate's court in a proceeding over which the family court might have exercised jurisdiction had such action or proceeding been commenced in family court or referred thereto.*

Article 2, part 4 of the Family Court Act § 241 provides that minors who are the subject of Family Court proceedings or appeals in proceedings originating in the Family Court should be represented by counsel of their own choosing or by an assigned counsel, as it is recognized that children “require the assistance of counsel to help protect their interests and to help them express their wishes to the court.”

In the Family Court, the cost of assigned counsel is borne by the state through appropriations to the judiciary. The New York State Unified Court System (UCS) meets this obligation through the attorney for the child (“AFC”) program, which consists of two parts: (i) panels of attorneys (or contracted attorneys) designated by the respective Departments of the Appellate Division and (ii) **the subject of this solicitation**: institutions that provide Attorney for the Child services under contract with the UCS.

The UCS Office of Court Administration’s Division of Grants, Contracts and Procurement (DGCP) is soliciting proposals via this Request for Proposals (RFP) from not-for-profit legal services organizations for the purpose of providing alternative assigned counsel AFC Services to minors, ages 7-17, in juvenile defense proceedings in the Bronx, Kings, New York, and Queens County Family Courts.

## II. PROJECT INFORMATION

In New York City Family Court, the majority of juvenile defense respondents are assigned to and represented by a primary provider of AFC Services who handles approximately 90% of such proceedings. However, there are many instances where the primary provider is unable to provide representation either due to conflicts, or for “in concert” matters that require multiple different legal representation where individual interests may not be aligned. For these instances, alternative AFC contract providers are required to ensure sufficient and adequate legal representation is available in compliance with state law.

1. Pursuant to Sections 243(a) and 245(a) of the Family Court Act, the UCS is authorized to enter into contracts with legal service providers to be assigned counsel for minors who are the respondent in Juvenile Defense matters in New York City Family Court. Juvenile defense AFCs provide legal representation on behalf of children in juvenile delinquency (“JD”), Persons in Need of Supervision (“PINS”), designated felony, adolescent offender (“AO”) and juvenile offender (“JO”) matters. AFC contract awardees will be expected to provide the following services listed in Section V, “Project Services.”

UCS seeks institutional providers of AFC Services who will implement a holistic representation approach. The holistic approach typically includes teams comprised of attorneys, social workers, and paraprofessionals to provide comprehensive legal advice, advocacy and support to children who are the subject of child welfare and juvenile defense matters.

UCS anticipates making one or more contract awards per county. The amount of available funding for each respective county is detailed in Exhibit 7. Applicants may apply for funding in more than one county but must submit a program narrative and budget **FOR EACH COUNTY** in accordance with the requirements set forth in this RFP. All allocations are subject to available state appropriations. Funding will be made available to eligible providers as determined by the Chief Administrative Judge of the Courts. § 127.5 of the Rules of the Chief Administrative Judge states that the number of children represented at any given time by an attorney appointed pursuant to § 249 of the Family Court Act shall not exceed 150.

**Key Bid Dates** (Note: UCS reserves the right to modify any Key Bid Date as it may deem appropriate.)

EVENT	DATE
<b>Bid Issue Date</b>	Friday, August 29, 2025
<b>Initial Question Due Date</b>	Friday, September 12, 2025, at 2:00pm Eastern
<b>Follow-up Question Due Date</b>	Wednesday, September 24, 2025, at 2:00pm Eastern
<b>Bid Submission Deadline Date</b>	Friday, October 3, 2025, at 2:00pm Eastern
<b>Estimated Contract Start Date</b>	January 1, 2026

**Note:** Throughout this RFP, the terms *bidder*, *proposer*, *vendor*, and *applicant* are used interchangeably, as are *RFP*, *bid* and *solicitation*.

### III. AWARD

#### Term of Award

One (1) or more AFC Juvenile Defense Service contracts (“Contract(s)”) will be awarded to successful bidders (“Awarded Contractor(s)”) for each county listed in Exhibit 7. Applicants awarded for one or more counties will enter into to one Contract with UCS covering all applicable counties. Contracts will be for an Initial Term of sixty (60) months (“Initial Term”), with budget periods corresponding with each NYS fiscal year ending March 31. The Contract(s) are expected to commence on or about January 1, 2026, and terminate on or about December 31, 2030 (“Contract Term”). The initial budget period of the Contract will be for three (3) months, from January 1, 2026, through March 31, 2026.

Any Contract resulting from this solicitation is subject to the approval of both the office of the New York State Attorney General and the New York State Office of the State Comptroller.

**Method of Award**

**Tier I: Minimum Qualifications (Threshold Pass/Fail)**

The Awarded Contractor(s) must meet the minimum qualifications outlined in Article IV.

**Tier II: Evaluation and Scoring**

Reviewers will evaluate proposals that meet the Tier I Minimum Qualifications. Proposers who receive a score of at least 70 points (average score among Tier II reviewers) will advance to Tier III.

The technical criteria of each proposal will be reviewed and rated by a team composed of qualified UCS staff and reasonableness of cost criteria will be reviewed and scored by the UCS Contracts and Procurement staff. Please be sure to include separate Program Capacity/Proposed Service Delivery narratives for each county you are applying for. Do not provide one narrative covering more than one county. Scores for Organizational Capacity and Program Capacity/Proposed Service Delivery will be averaged across all scorers to arrive at an average score for each category. Reasonableness of cost will be assigned one score based on the objective criteria outlined in Exhibit 5(C). These scores will then be summed to arrive at a Final Score for each proposal. Scoring will be awarded as follows:

<b>Technical Criteria</b>	<b>Maximum Points</b>
Organizational Capacity	25
Program Capacity and Proposed Service Delivery	55
Reasonableness of Cost	<b>20</b>
<b>MAXIMUM TOTAL POINTS</b>	<b>100</b>

Organizational Capacity, Program Capacity and Proposed Service Delivery, and Reasonableness of Cost criteria are contained in the Rating Tool attached as Exhibit 5 hereto.

*Note: A minimum technical score of 70 (average of all evaluators) is required for an award to be made.*

### **Tier III: Final Evaluation**

The Tier III Evaluation assessments will be conducted by designated UCS executive staff. During the Tier III Evaluation, applicants shall be selected for funding and award amounts shall be determined through consideration of some or all of the following: Tier II Evaluation scoring and comments, strategic priorities, available funding and best overall value to New York State.

The Chief Administrative Judge or designee will make final decisions regarding approval and individual award amounts based on the quality of each submission, the recommendations of the reviewers, and the specific criteria set forth in this solicitation, in accordance with the best interests of the State. Nothing herein requires UCS to approve funding for any applicant.

## **IV. MINIMUM QUALIFICATIONS**

Proposals will be considered only from applicants who are a “legal aid society” defined as a non-profit organization that provides legal assistance to individuals who cannot afford legal services, as articulated in section 243 of the NYS Family Court Act. Such organizations must provide proof of NYS Charities Bureau registration prior to finalization of contract award.

## **V. PROJECT SERVICES**

UCS seeks proposals describing how the applicant will provide the services listed below (collectively, “Project Services”):

Awarded Contractor(s) shall be required to represent the following categories of minors:

### **A. Pursuant to section 712(a) of the Family Court Act, a “person in need of supervision” (PINS) is defined as:**

A person less than eighteen years of age: (i) who does not attend school in accordance with the provisions of part one of article sixty-five of the education law; (ii) who is ungovernable or habitually disobedient and beyond the lawful control of a parent or other person legally responsible for such child’s care, or other lawful authority; (iii) who violates the provisions of section 230.00 of the penal law; (iv) or who appears to be a sexually exploited child as defined in paragraph (a), (c) or (d) of subdivision one of section four hundred forty-seven-a of the social services law, but only if the child consents to the filing of a petition under this article.

**B. Pursuant to section 301.2(1) of the Family Court Act, a “juvenile delinquent” (JD) is defined as:**

(a)(i) a person at least twelve and less than eighteen years of age, having committed an act that would constitute a crime if committed by an adult; or

(ii) a person over sixteen and less than seventeen years of age or, a person over sixteen and less than eighteen years of age commencing October first, two thousand nineteen, having committed an act that would constitute a violation as defined by subdivision three of section 10.00 of the penal law if committed by an adult, where such violation is alleged to have occurred in the same transaction or occurrence of the alleged criminal act; or

(iii) a person over the age of seven and less than twelve years of age having committed an act that would constitute one of the following crimes, if committed by an adult: (A) aggravated criminally negligent homicide as defined in section 125.11 of the penal law; (B) vehicular manslaughter in the second degree as defined in section 125.12 of the penal law; (C) vehicular manslaughter in the first degree as defined in section 125.13 of the penal law; (D) aggravated vehicular homicide as defined in section 125.14 of the penal law; (E) manslaughter in the second degree as defined in section 125.15 of the penal law; (F) manslaughter in the first degree as defined in section 125.20 of the penal law; (G) aggravated manslaughter in the second degree as defined in section 125.21 of the penal law; (H) aggravated manslaughter in the first degree as defined in section 125.22 of the penal law; (I) murder in the second degree as defined in section 125.25 of the penal law; (J) aggravated murder as defined in section 125.26 of the penal law; and (K) murder in the first degree as defined in section 125.27 of the penal law; and

(b) who is:

(i) not criminally responsible for such conduct by reason of infancy; or

(ii) the defendant in an action ordered removed from a criminal court to the family court pursuant to article seven hundred twenty-five of the criminal procedure law.

**C. Pursuant to section 1.20 of the Criminal Procedure Law, a “juvenile offender” (JO) means:**

(42) (1) a person, thirteen years old who is criminally responsible for acts constituting murder in the second degree as defined in subdivisions one and two of section 125.25 of the penal law, or such conduct as a sexually motivated felony, where authorized pursuant to section 130.91 of the penal law; and (2) a person fourteen or fifteen years old who is criminally responsible for acts constituting the crimes defined in subdivisions one and two of section 125.25 (murder in the second degree) and in subdivision three of such section provided that the underlying crime for the murder charge is one for which such person is criminally responsible; section 135.25 (kidnapping in the first degree); 150.20 (arson in the first degree); subdivisions one and two of section 120.10 (assault in the first degree);

125.20 (manslaughter in the first degree); paragraphs (a) and (b) of subdivision one, paragraphs (a) and (b) of subdivision two and paragraphs (a) and (b) if subdivision three of section 130.35 (rape in the first degree); former subdivisions one and two of section 130.35 (rape in the first degree); subdivisions one and two of former section 130.50; 130.70 (aggravated sexual abuse in the first degree); 140.30 (burglary in the first degree); subdivision one of section 140.25 (burglary in the second degree); 150.15 (arson in the second degree); 160.15 (robbery in the first degree); subdivision two of section 160.10 (robbery in the second degree) of the penal law; or section 265.03 of the penal law, where such machine gun or such firearm is possessed on school grounds, as that phrase is defined in subdivision fourteen of section 220.00 of the penal law; or defined in the penal law as an attempt to commit murder in the second degree or kidnapping in the first degree, or such conduct as a sexually motivated felony, where authorized pursuant to section 130.91 of the penal law.

**D. Pursuant to section 1.20 of the Criminal Procedure Law, an “adolescent offender” (AO) means:**

(44) A person charged with a felony committed on or after October 1, 2018 when he or she was 16 years of age or on or after October 1, 2019, when he or she was 17 years of age.

Awarded Contractor(s) shall be required to perform the following AFC Services:

1. Provide attorneys proficient in juvenile defense practice in the Family Court who are able to deliver high-quality representation in line with the Juvenile Defense Standards promulgated by the National Juvenile Defender Center (<https://njdc.info/wp-content/uploads/2013/09/NationalJuvenileDefenseStandards2013.pdf>).
2. Provide enhanced services such as social workers, investigators, or other services that would promote quality representation.
3. Assume representation of each client at the earliest practical opportunity in the proceeding, and shall, where appropriate, contact, interview and provide initial services to the client at the earliest possible opportunity, prior to the client’s first court appearance, when feasible.
4. Be reasonably accessible to each client by phone and in person.
5. Ensure that all necessary case preparation is conducted on behalf of each client, including a review of documents pertaining to the child and any necessary factual investigation, and shall arrange for any necessary expert evaluations.
6. Ensure that the legal remedies available to each client are evaluated and pursued where appropriate.
7. Appear at and participate actively in all court proceedings conducted in relation to each client
8. While a dispositional order in relation to a client is in effect, maintain such contact with the client and other relevant individuals and agencies as necessary to monitor implementation of such order, and shall seek intervention of the court when necessary to assure compliance with such order or otherwise protect the interests of the client.

9. Provide, or refer for provision of, such other legal and associated support services for each client as the Court may direct or as Awarded Contractor(s) may determine are necessary and appropriate to properly represent each such client.
10. Provide substantial training for staff attorneys representing youth and enhanced services providers on topics to include adolescent brain development, effective adolescent interviewing and counseling techniques.
11. Provide substantial training for staff attorneys representing youth and enhanced services providers on the topic of communication with young clients in a trauma-informed, developmentally appropriate and effective manner.
12. Provide substantial training for staff attorneys representing youth and enhanced services providers on the topic of representing special populations (e.g., youth with developmental disabilities, LGBTQIA+ youth, substance using youth, etc.)
13. Identify attorney conflicts and implement procedures to appropriately re-assign such conflicts.
14. Provide services at after-hours arraignments.

In addition, as directed in Part 7.2 of the Rules of the Chief Judge, the attorney for the child is subject to the ethical requirements applicable to all lawyers, including but not limited to constraints on: *ex parte* communication; disclosure of client confidences and attorney work product.

## VI. INSURANCE REQUIREMENTS

Awarded applicant shall be required to maintain the insurance specified in Exhibit 4 hereto (Insurance Requirements) at its own cost and expense during the Contract Term and any renewal or extension thereof.

## VII. REQUIRED DOCUMENTS

### General Requirements

All documentation must be submitted on prescribed forms, without alteration. Where no form is included or specified, submissions must be single-spaced with one-inch page margins (not including attachments or financial forms) using a 12-point font. Pages should be numbered. To facilitate photocopying, do not permanently bind documents.

***Applicants must submit every document listed below, as well as the documents listed in the Document Enclosure Checklist annexed as Exhibit 1 hereto. Failure to provide all documents in the manner required may result in disqualification of an applicant's proposal.***

All applicants must provide the following:

- Organizational Chart
- Charity Registration Number (not-for-profit bidders)

- IRS Correspondence indicating applicant’s tax-exempt status (if applicable)
- Current Listing of Board of Directors
- Certificate of Incorporation or equivalent document with all amendments
- Copy of Insurance Certificates
- Most recent audited annual financial statement

**a. Narrative Description - Organizational Capacity**

**Note: Only one (1) narrative for Organizational Capacity is required regardless of the number of counties applied for.** Applicants must submit a narrative description of no more than five (5) pages addressing all of the organizational capacity requirements listed below:

1. Describe the organization’s prior experience providing legal services to juvenile defendants, including any experience in Family Court.
2. Describe the applicant’s mission statement and how the organization’s mission aligns with the provision of legal services to juvenile defendants.
3. Describe the organization’s supervisory policies and procedures, including timekeeping procedures for staff.
4. Describe the organization’s mechanisms for assuring quality of service for:
  - client intake
  - case assignment
  - case management and supervision
  - training of staff and volunteers
5. Describe the policies and procedures in place to ensure client confidentiality is maintained.
6. Describe the applicant’s commitment to understanding the needs of children and families in crisis and maintaining diversity among staff and volunteers. Explain the steps taken to ensure that staff and volunteers receive relevant training on topics that may include, but are not limited to: (i) communication with young clients in a trauma-informed, developmentally appropriate and effective manner; or (ii) working with distinct populations (e.g., youth with developmental disabilities; families identifying as lesbian, gay, bisexual, transsexual, queer, questioning, intersex, or asexual (LGBTQIA); individuals with limited proficiency communicating in English; etc.).
7. Describe the organization’s use of technology to enhance access and quality of legal services.

**b. Narrative Description – Program Capacity and Proposed Service Delivery**

**If applying for multiple counties, a separate Program Capacity and Proposed Service Delivery tailored to each county is required.**

Applicants must submit a narrative description of no more than five (5) pages per county. If applying for more than one county, you must submit a separate narrative tailored for each county that addresses all of the program service requirements listed below:

1. Describe the organization’s plan to provide attorneys proficient in juvenile defense practice in the Family Court, including prior experience and qualifications of attorneys, hiring and training plans, and supervisory staffing. Include the organization’s carrying caseload per staff attorney, and the number and full-time equivalent ratio of staff and supervisory attorneys projected to provide services under this contract:

<b>Years of experience</b>	<b>Staff Attorneys</b>	<b>Supervisory Attorneys</b>
0-4 years		
5-10 years		
10+ years		

2. Describe any non-attorney support such as social workers, investigators, or other support staff services that would promote quality representation. Include the number and full-time equivalent ratio of staff positions in each of the following categories:

<b>Title</b>	<b>Number of Positions</b>
Social Workers	
Investigators	
Paralegals	
Additional Support Staff (please provide titles)	

3. Describe the organization’s plan to ensure continuity of representation for Youth Part matters removed to the Family Court, including the organization’s plan to provide attorneys proficient in both adult felony representation in the Youth Part and juvenile defense practice in the Family Court, including prior experience and qualifications of counsel and/or hiring and training plans, if applicable.
4. Describe a comprehensive training plan providing representation to youth, including demonstrated knowledge of adolescent brain development, and effective adolescent

interviewing and counseling techniques. Include information regarding expertise and/or experience on these topics the applicant organization has, if any.

5. Describe a comprehensive training plan regarding communication with young clients in a trauma-informed, developmentally appropriate and effective manner. Include information regarding expertise and/or experience on this topic the applicant organization has, if any.
6. Describe a comprehensive training plan regarding representing special populations, such as youth with developmental disabilities, LGBTQIA+ youth, or youth with substance use disorders. Include information regarding expertise and/or experience on this topic the applicant organization has, if any.
7. Discuss procedures for identifying attorney representation conflicts.
8. Describe staffing plans to ensure representation at after-hours arraignments, and/or to maintain sufficient coverage when assigned staff are unavailable for due to vacations, illness, etc.

**c. Line-Item Budget Proposal**

**d. Note: If applying for multiple counties, a separate Required Budget Form tailored to each county is required.**

Applicants must submit a line-item budget proposal for the initial twelve (12) month period of the Contract Term. The budget must be submitted on the Required Budget Form available at <http://nycourts.gov/admin/bids/currentsolicitations.shtml>. Proposals listing total budgeted costs in excess of the maximum annual allocation set forth in Article II above may be subject to disqualification. For subsequent annual periods, UCS will review the workload of the contractor and will take steps to promote ongoing compliance with the caseload standard. Proposals should include budgeted costs for on-site training, consultation, materials, and other expenses. Note that there shall be no other charge, cost, reimbursement, or expense of any kind payable by UCS in connection with or arising from the performance of the Project Services. Applicant shall be solely responsible for all costs and expenses incurred in connection with the performance of Project Services that are not expressly included in its budget.

The following items may not be included in applicant's budget:

- Major capital expenditures
- Interest costs

- Fundraising costs
- Advertising costs except for recruitment of Project Services personnel
- Entertainment costs
- Costs for dues, or attendance at conferences or meetings of professional organizations

**e. Narrative Description – Proposed Budgeted Costs**

**Note: If proposer is applying for multiple counties, a separate narrative for Proposed Budgeted Costs tailored to each county is required.**

*f.*

Applicants must submit a narrative description of no more than three (3) pages per county. If applying for more than one county, you must submit a separate narrative tailored for each county that addresses all of the proposed budgeted cost proportions listed below. Do not include information from other counties in your response:

1. Describe the organization’s personal service costs, including fringe benefits, including salary ranges in the annual operating budget for attorneys with 0-4 years of experience, attorneys with 5-10 years of experience and attorneys with 10 or more years of experience, respectively.
2. Describe the organization’s projected occupancy costs for the annual operating budget, including the addresses of any office space either leased or owned in the applicable county.
3. Describe the organization’s indirect or administrative costs for the annual operating budget. If the organization has a federally negotiated and approved indirect cost rate or an indirect cost rate agreement with the City of New York, please provide the indirect cost rate agreement.
4. Describe the organization’s non-personal service costs for the annual operating budget.

**e. Additional Documents**

In addition to the documents listed above, applicants must submit all documents listed in the Document Enclosure Checklist attached as Exhibit 1 hereto.

**VIII. SUBMISSION OF PROPOSAL**

**a. Proposal Delivery**

Failure to seal and mark the proposal as prescribed may result in non-delivery and/or rejection of the bid. Please note that bids must be received by the above-named OCA-designated person by Friday, October 3, 2025, at 2:00 PM. Any bid/proposal received after this deadline will be declared a late bid and may be disqualified. Notwithstanding the foregoing, a late bid may be accepted by UCS in its sole discretion if: (i) an insufficient number of timely bids/proposals meeting the requirements of this RFP are received; or (ii) the bidder has satisfactorily demonstrated to UCS that the late bid was caused solely by factors outside the control of the bidder. However, in no event shall UCS be obligated to accept a late bid, and in making such determination, UCS will consider whether accepting a late bid would materially benefit or disadvantage a particular bidder. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

Applicants must submit their proposals by hand delivery or mail. Only one (1) signed, hard copy original complete proposal is required. **Proposals will not be accepted electronically or by fax.**

Proposals must be clearly addressed and submitted to:

NYS Unified Court System  
Division of Grants, Contracts and Procurement  
2500 Pond View, Suite 104  
Castleton-on-Hudson, New York 12033  
ATTN: Kathleen Roberts

All envelopes must also be labeled with the following information on two sides:

**“Deliver immediately to Kathleen Roberts”**  
**“Sealed Application - Do not open”**  
**“RFP # OCA-DPCS-049 Attorney for the Child Services, Juvenile Defense, Alternative Providers, New York City– Due October 3, 2025, at 2:00pm Eastern”**

**Proposals will not be accepted electronically or by fax.**

**b. Submission Deadline**

Applications must arrive at the address above by no later than October 3, 2025, at **2:00pm Eastern Time (Eastern).**

**IX. QUESTIONS**

a. Initial Period to Ask Questions

Any and all questions bidders may have in connection with this solicitation are to be directed by email only to:

Kathleen Roberts

[kmroberts@nycourts.gov](mailto:kmroberts@nycourts.gov)

Please indicate in "Subject" field: "RFP# OCA-DPCS-049- Question(s)."

The deadline to submit questions for this initial period (also referred to herein as the "Initial Question Due Date") is Friday, September 12, 2025 at 2:00 PM Eastern. A written response to all submitted questions in the form of a Questions & Answers (Initial Q&A) sheet will be posted on the UCS website at [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) under RFP# OCA-DPCS-049 shortly thereafter.

b. Final Period to Ask Questions

Upon release of the Initial Q&A compilation, the UCS will accept follow-up questions from bidders to be submitted to the designated contact in the manner described above. The deadline to submit follow-up questions (also referred to herein as the "Follow-up Question Due Date") is Wednesday, September 24, 2025 at 2:00 PM Eastern. A Final Q&A will be posted on the UCS website at [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) , Current Solicitations, RFP# OCA-DPCS-049 shortly thereafter.

No further questions will be entertained after the Final Q&A is posted.

**IMPORTANT:** All questions regarding this solicitation must be in writing by email and directed solely to the attention of the above designated person. Contact by any prospective bidder, or any representative thereof, with any other personnel of the UCS in connection with this RFP may violate the Procurement Lobbying Act of 2005 (see Attachment IV), will jeopardize the respective bidder's standing and may cause rejection of its proposal.

**X. PRE-BID CONFERENCE**

A pre-bid conference will not be held.

**XI. GENERAL SPECIFICATIONS**

The terms and conditions set forth below are binding on, and incorporated into this RFP, the Bidder's proposal, and any contract resulting from this RFP.

**Access to Court Facilities**

Awarded Contractor must comply with all applicable location rules, policies, guidelines, and procedures in order to be granted access to court facilities. Where applicable to the performance of work under an awarded contract, bidders shall be wholly responsible for familiarity with the physical layout and access to the courts and buildings in question, including but not limited to, roadways, overhangs, parking, security, elevators, required access permits or insurance certificates. Court staff cannot modify security measures, access protocols, or parking restrictions

to facilitate Awarded Contractor's entrance to or egress from court facilities unless required to do so by law.

### **Binding Nature of Bid/Proposal on Bidders**

All bids/proposals shall remain binding on bidders until such time as UCS/OCA provides written notification of its intent to award the contract to a specific bidder or until the bidder requests withdrawal of its bid/proposal in writing, and such withdrawal is accepted by UCS/OCA in its sole discretion in accordance with applicable law, whichever occurs first.

### **Charities Registration (not-for-profit corporations only)**

Not-for-profit corporation vendors must be registered with the New York State Office of the Attorney General as a charitable organization, and the registration must be up to date at the time of contract approval. Vendors must be sure all their documents are up-to-date and comply with the vendor responsibility requirements as outlined below. To determine the status of your charities registration with the Attorney General, contact: [https://www.charitiesnys.com/RegistrySearch/search\\_charities.jsp](https://www.charitiesnys.com/RegistrySearch/search_charities.jsp)

### **Clarification/Correction of Bids/Proposals**

In addition to any rights articulated elsewhere in this solicitation, UCS reserves the right to require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of this solicitation. This clarifying information, if requested in writing by UCS, must be submitted by the bidder, in accordance with formats as prescribed by UCS at the time said information is requested and, if received by the due date set forth in UCS's request for clarification, shall be included as a formal part of the bidder's proposal. Clarifying information, if any, whether provided orally, visually, or in writing, will be considered in the evaluation process. Failure to provide required information by its associated due date may result in rejection of the bidder's proposal. Nothing in the foregoing shall mean or imply that UCS is obligated to seek or allow clarifications or corrections as provided for herein.

### **Compliance with Laws**

Prior to and during the provision of all services under the contract resulting from this RFP, Awarded Contractor must comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to fire, health, and safety codes.

### **Confidential/Proprietary Information**

If applicable, applicants should specifically identify those portions of the proposal deemed to contain confidential or proprietary information or trade secrets, and, upon request, must provide justification why such material should not be disclosed to parties other than UCS and the Offices

of the New York State Attorney General and Comptroller. Applicants are advised that any material deemed confidential by applicant may still be subject to disclosure in connection with any governmental or judicial proceeding or inquiry or as may be required by applicable law, including but not limited to Article 6 of the New York Public Officers Law (Freedom of Information Law). Such confidential/proprietary information must be easily separable from the non-confidential sections of the proposal.

### **Confidentiality and Data Security**

Awarded Contractor acknowledges that any and all information, records, files, documents, or reports contained in any media format provided to the Awarded Contractor by the UCS, or which may be otherwise encountered by Awarded Contractor, shall be considered extremely confidential and shall be handled accordingly at all times. Neither the Awarded Contractor nor any of its employees, servants, vendors, agents or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of any resulting agreement from this RFP without the express prior written authorization of UCS. Any breach of this confidentiality by the Awarded Contractor or by any of its employees, servants, subcontractors, agents, or volunteers, may result in the immediate termination of any resulting agreement by UCS and may subject the Awarded Contractor to further penalties.

Awarded Contractor shall use, and require its employees and authorized agents to use, at least the degree of care a reasonably prudent person would use to protect and prevent improper access to the records.

Awarded Contractor is prohibited from maintaining confidential files and records provided to or generated by Awarded Contractor in a mobile or portable device. Remote access to the UCS confidential information is prohibited unless industry standard protocols for remote access are in place (e.g., SSL, VPN). In addition, Awarded Contractor will be required to comply with the data security and confidentiality requirements of other government agencies that supply data to UCS.

### **Contract Terms**

The successful bidder shall be required to comply with the provisions set forth in this RFP, as well as such other provisions contained in an agreement, in form and content satisfactory to UCS in its sole discretion.

### **Estimated Quantities**

Any quantities specified in this solicitation constitute estimates only, and accordingly no commitment or guarantee to reach any specified volume of business is made or implied.

Awarded Contractor must accept all requests for services placed by UCS during the term of an awarded contract.

### **Federal Requirements**

If an award made under this bid is funded in whole or in part with federal funds, the bid/award recipient shall, at its cost and expense, promptly and fully comply with, and assist UCS as may be necessary in complying with, any federal requirements applicable to such federal award and funding. It is the responsibility of the applicant to be fully familiar with the federal terms and conditions of the award.

**Financial Stability**

Upon request by UCS, applicant shall provide its audited financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) for the past three (3) consecutive years and a copy of its last three (3) annual reports.

**Implied Requirements**

Products and services that are not specifically requested in this solicitation, but which are necessary to provide the functional capabilities proposed by the bidder, shall be included in the offer except as specified herein.

**Indemnity**

Awarded Contractor shall indemnify, defend and hold harmless UCS, its officers and employees from and against any and all claims, causes of action, damages, costs, liabilities and expenses of any kind (including reasonable attorney’s fees and the cost of legal defense) which UCS may incur by reason of: (i) Awarded Contractor’s breach of any term, provision, covenant, representation or warranty contained in the contract awarded as a result of this bid; (ii) any act, omission, negligence or intentional misconduct of Awarded Contractor or its employees, subcontractors, agents, volunteers or of other persons under its direction and control; (iii) Awarded Contractor’s performance or failure to perform under the contract; and (iv) enforcement by UCS of the awarded contract or any provisions thereof. UCS will notify Awarded Contractor of any claim, action, or demand for which indemnity is required in the reasonable opinion of UCS and will cooperate reasonably with Awarded Contractor at Awarded Contractor’s expense. Any law firm Awarded Contractor chooses to defend UCS must be experienced in defending similar claims and will be subject to UCS approval, which will not be unreasonably withheld. Awarded Contractor may not settle any lawsuit or matter relating to the culpability or liability of UCS without the prior written consent of UCS. UCS reserves the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense.

Awarded Contractor shall also defend, indemnify, and hold UCS harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs in any action for infringement of a patent, copyright, trademark, trade secret or other proprietary right arising out of the Contract.

### **Independent Contractor Status**

It is expressly understood and agreed that the Awarded Contractor's status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the contractor is an employee of the UCS, OCA or State of New York. The Awarded Contractor shall be solely responsible for the work, assignment, compensation, benefits, and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants corporations, or other organizations employed or engaged by the Awarded Contractor, either directly or indirectly, in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions, liabilities, obligations or taxes of any nature including, but not limited to, unemployment and Workers' Compensation insurance of the Awarded Contractor or any of its employees or subcontractors.

### **Inspection of Bidder's/Awarded Contractor's Facilities**

The UCS/OCA reserves the right to inspect bidder's proposed facilities, as part of the bid evaluation. Subsequent to award, Awarded Contractor's facilities shall be made available for periodic inspection. In all instances, advance notification will be communicated by appropriate UCS personnel.

### **Intellectual Property**

If Awarded Contractor is required to produce specially commissioned materials pursuant to the awarded Agreement (the "Work"), whether in written form, intangible, on tape, on computer-readable media, or in another tangible form, contractor acknowledges and agrees that UCS shall have the option to: (i) retain a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work; or (ii) be the sole owner of the Work (the Work shall be considered a "work made for hire"), for Work generated under the awarded Agreement at no additional cost to UCS.

### **Minor Bid Irregularities**

Provided the same will not materially benefit or disadvantage any particular bidder or substantially alter the requirements of this bid, UCS may: (i) waive technicalities; (ii) waive minor irregularities, omissions or incompletions in the bid or a bid response; (iii) waive any bid requirements that are unmet by all bidders; (iv) consider any and/or all alternatives and/or enhancements suggested by the successful bidder; or (v) make an award under the bid in whole or in part and negotiate contract terms and conditions with the successful bidder to meet UCS requirements consistent with such award.

### **Notice of Substantial Change in Contractor's Status**

In addition to complying with the requirements of State Finance Law Section 138 (requiring prior approval of subcontractors and assignments or conveyances), Awarded Contractor shall notify

UCS of any substantial change in the ownership or financial viability of the Awarded Contractor, its affiliates, subsidiaries, divisions, or partners, in writing immediately upon occurrence. “Substantial change” means: (i) sales, acquisitions, mergers, or takeovers of the Contractor, its affiliates, subsidiaries, divisions, or partners that result in a change in the controlling ownership or assets of such entity after the submission of the bid; (ii) entry of an order for relief under Title 11 of the U.S. Code; (iii) the making of a general assignment for the benefit of creditors; (iv) the appointment of a receiver of Awarded Contractor’s business or property or that of its affiliates, subsidiaries, divisions, or partners; or action by Awarded Contractor, its affiliates, subsidiaries, divisions, or partners under any State insolvency or similar law for the purposes of its bankruptcy, reorganization, or liquidation; or (v) court-ordered liquidation of Awarded Contractor, its affiliates, subsidiaries, subdivisions, or partners.

Upon UCS’s receipt of such notice it shall have thirty (30) business days to review the information. Awarded Contractor may not transfer the Contract to or among affiliates, subsidiaries, divisions, or partners, or to any other person or entity, without the express written consent of UCS. In addition to any other remedies available at law or equity, UCS shall have the right to cancel the Contract, in whole or in part, for cause, if it finds, in its sole judgment, that such substantial change adversely affects the delivery of services or is otherwise not in the best interests of UCS.

**Online RFP Package: Disclaimer**

Bidders accessing any UCS/OCA solicitations and related documents from the New York State UCS website [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) under “Current Solicitations” shall remain solely and wholly responsible for reviewing the respective solicitation and bid documents on the internet regularly, up to the scheduled date and time of the bid/proposal due date, to ensure their knowledge of any amendments, addenda, modifications, or other information affecting the solicitation or bid documents in question.

**Payment**

Payments to the Awarded Contractor shall be made in arrears and on a reimbursement basis unless otherwise specified in the contract resulting from this RFP. The frequency of payments in arrears shall be determined between UCS and the Awarded Contractor. Payment shall be made within thirty (30) days upon receipt and acceptance by UCS of written or electronic invoices or other specified documents submitted by the Awarded Contractor.

Notwithstanding the foregoing, at the sole discretion of UCS, and subject to the availability of funds, advance payment of up to twenty-five percent (25%) of the annualized funding amount allocated for each Budget Period may be available for awarded contracts with not-for-profit organizations.

Payment for services performed under the awarded contract shall be conditioned upon the acceptance and approval of such services. Payment shall also be conditioned on whether those

services are sufficiently complete both in accordance with the RFP specifications and to the extent necessary for UCS to utilize those services for their intended purpose.

### **Pricing**

All pricing submitted pursuant to the solicitation shall be net and include all costs for the performance of all services required under this solicitation, including transportation costs.

Other than the pricing submitted on the Budget Template Worksheet, there shall be no other charge, cost, reimbursement or expense of any kind payable by UCS in connection with, or arising from, Awarded Contractor's performance of the services set forth herein. Awarded Contractor shall be solely responsible for all costs and expenses incurred in connection with the performance of such services.

Pricing shall be submitted only on, and in the format prescribed by, the Budget Template Worksheet. Bidder must quote pricing on a cost per employee basis and compute all price extensions prompted by Budget Template Worksheet. In the event of a bidder's miscalculation, the unit price will prevail. UCS reserves the right to make mathematical corrections based on unit price(s). Pricing in the awarded contract for amounts in increments not equal to pricing units indicated in the Budget Template Worksheet will be prorated accordingly.

### **Rejected and Unacceptable Bids/Proposals/Awards**

UCS reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, UCS may reject any bids/proposals from any bidders who are in arrears to the State of New York upon any debt or performance of any contract; or who have previously defaulted on any contractual obligations (as contracting party, surety or otherwise) or on any obligation to the State of New York; or who have been declared not responsible or disqualified by any agency of the State of New York, or who have any proceeding pending against them relating to the responsibility or qualification of the bidders to receive public contracts, whose proposal is incomplete or otherwise non-responsive in any material respect; or who are found to be non-responsible based on any of the criteria specified in the section headed "Responsible Bidder."

UCS also reserves the right to reject any bidder: (i) whose facilities and/or resources are, in the opinion of OCA, inadequate or too remote from the UCS locations to render services in a timely manner in accordance with all requirements of this solicitation; (ii) who does not provide references in accordance with the bid specifications, or whose references report significant failure to comply with specifications; or (iii) who are otherwise, in the opinion of OCA, unable to meet specifications.

UCS further reserves the right to set aside a bid award to a successful bidder if it is unsuccessful in negotiating a satisfactory contract within a time frame acceptable to the UCS, in which event UCS may then invite the next responsible and responsive bidder with the next highest evaluation score to enter into negotiations for purposes of executing a contract.

### **Responsible Bidder**

A bidder shall be defined as “responsible” in accordance with, but not limited to: references, past performance history, financial stability, responses to the Vendor Responsibility Questionnaire (see Attachment III-Vendor Responsibility Questionnaire), the criteria set forth in the paragraph headed “Rejected and Unacceptable Bids/Proposals/Awards,” as well as any other criteria necessary and reasonable to establish the bidder’s responsibility.

### **Silence of the Specifications**

The apparent silence of the specifications contained as part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

### **Subcontracting**

Subcontracting, and any other transfer of any duties or obligations to be performed hereunder, will be permitted only with the prior written consent of UCS to the proposed subcontractors. In the event that bidder proposes to use one or more subcontractors, the specific subcontractors and the services proposed to be performed by such subcontractors, must be listed in bidder’s proposal. If a bidder that proposes to use one or more subcontractors is awarded the contract, the award will constitute the prior written approval of UCS to the subcontractors named in the bidder’s proposal. All subcontracts shall be in writing and contain provisions which are functionally identical to, and consistent with, the provisions of the Contract. Unless waived in writing by UCS, all subcontracts between the Contractor and subcontractors shall expressly name UCS as the sole intended third-party beneficiary of such subcontract. UCS reserves the right to review, approve, or reject any subcontract, as well as any amendments to said subcontract(s), and this right shall not make the UCS or the State of New York a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against UCS or the State.

The Awarded Contractor will be the prime contractor and will be responsible for all services required by this RFP. The UCS will communicate only with Awarded Contractor, and the Awarded Contractor shall remain wholly liable for the performance by, and payment to, any such subcontractors, their employees, agents, consultants or representatives. UCS may require subcontractors to provide evidence of insurance, as applicable, prior to UCS approval. If total compensation to any subcontractor exceeds \$100,000 in the aggregate, the subcontractor must submit and certify a Vendor Responsibility Questionnaire.

Contractor shall give UCS immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor’s duties under the Awarded Contract.

### **Termination**

Early termination of the contract for cause may result in, among other consequences, all remedies available to UCS and New York State, including, but not limited to: the Awarded Contractor both being declared non-responsible by the UCS/OCA pursuant to the UCS and Office of the State Comptroller’s guidelines on vendor responsibility and/or being removed from the UCS/OCA applicants list for future solicitations.

**A. Early Termination for Budget Modification**

1. If the UCS Budget (“Budget”) is modified (a “Budget Modification,” defined in subsection 2 below) for any State fiscal year included in the term of the awarded contract, in whole or in part (including any renewal or extension term), such that UCS determines, in its sole discretion, that it is necessary to reduce, eliminate, or otherwise modify the budget allocation covering payment thereunder, UCS shall have the option to terminate the awarded contract upon not less than thirty (30) days’ notice to Awarded Contractor, without liability for costs, expenses or damages as a result thereof.
2. For purposes of this subsection A, Budget Modification shall mean and include, with respect to the Budget or any appropriation contained therein:
  - i. any reduction, elimination or restriction upon access thereto as provided by law; or
  - ii. any restriction placed on UCS’ spending authority, including any restriction imposed by UCS upon itself in response to a request of the Executive or Legislative Branch of government.
3. Termination hereunder shall be further governed by the termination provisions contained in the awarded contract, as applicable.

**B. Early Termination for Cause**

Early termination of the contract for cause may result in, among other consequences, all remedies available to UCS and New York State, the Awarded Contractor both being declared non-responsible by the UCS/OCA, pursuant to the UCS and Office of the State Comptroller’s guidelines on vendor responsibility and in the Awarded Contractor’s removal from the UCS/OCA’s bidders list for future solicitations.

**Unified Court System Self-Insurance**

UCS, a New York State governmental entity, is self-retained for risk of loss and liability.

**Work for Hire**

If Awarded Contractor produces any materials for UCS pursuant to this RFP, such work shall be deemed “work for hire” and shall be governed by the terms of Exhibit 6 (Appendix B: Terms and Conditions Applicable to Materials Produced Under the Agreement).



**EXHIBIT 1**

**DOCUMENT ENCLOSURE CHECKLIST**

*The documents listed below must be submitted together with applicant’s proposal. Failure to do so as required may disqualify applicant’s response.*

*Documents requiring signature must be duly signed where indicated. The listed documents may not be modified, retyped or amended in any manner.*

**A complete set of RFP documents must be submitted. Failure to provide all documents in the manner required may result in disqualification of an applicant’s proposal.**

\_\_\_ Proposal Cover Sheet (Exhibit 2)

\_\_\_ Vendor Assurance and Conflict-of-Interest Disclosure (Exhibit 3)

\_\_\_ Narrative Description – Organizational Capacity (Article VII (a))

\_\_\_ Project Description (Article VII (b))

**\*(Include one separate budget per county applied for)**

\_\_\_ Project staff resumes (Article VII (c))

\_\_\_ Line-Item Budget Proposal/Budget Narrative (Article VII (d) and Article VII (e))

**\*(Include one separate budget per county applied for)**

\_\_\_ Certificates of NYS Workers’ Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. (See Exhibit 4 “Insurance Requirements” for a list of accepted forms).

\_\_\_ Copies of applicant’s certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications (See Exhibit 4 “Insurance Requirements” for a list of accepted forms).

\_\_\_ Attachment I - Standard Request for Bid Clauses & Forms

p.3 - Non-Collusive Bidding Certificate

p.4 - Corporate Acknowledgment

N/A Attachment II – Not Applicable

\_\_\_ Attachment III – Vendor Responsibility Questionnaire

questionnaire filed online via Office of State Comptroller VendRep System and certified within 6 months of the bid opening date, or

paper questionnaire

\_\_\_ Attachment IV – Procurement Lobbying forms

Disclosure of Prior Non-Responsibility Determination (UCS 420)

Affirmation of Understanding and Agreement (UCS 421)

**EXHIBIT 2**

**PROPOSAL COVER SHEET**

**Attorney for the Child Services, Juvenile Defense, Alternative Providers, New York City**

Legal Name of Applicant	
Executive Director/CEO	
Address	
Phone	
Fax	
Email	
Website Address (not required)	
Federal Tax Identification No. (TIN)	
Total Funding Requested	
New York State Charities Registration Number (If exempt, please explain)	
Years in Operation	
List All Counties for Which Funding is Requested	

**Vendor's Primary Contact for Proposal Matters:**

NAME:			
STREET:			
CITY:		STATE:	ZIP:
TELEPHONE NUMBER:	EMAIL:		

**Verification:**

<b>Authorized representative of Vendor must complete and sign below to verify that each copy of the submitted proposal includes all documents required per the Document Enclosure Checklist (Exhibit 1):</b>	
COMPANY NAME:	
AUTHORIZED OFFICER'S NAME AND TITLE:	
SIGNATURE:	DATE:

\*\*\*\*\*

**Note: Applicants must submit this Proposal Cover Sheet together with all documents listed in the Document Enclosure Checklist attached as Exhibit 1 to this Request for Proposals**

\*\*\*\*\*

**EXHIBIT 3**

**VENDOR ASSURANCE AND CONFLICT-OF-INTEREST DISCLOSURE**

**TO BE COMPLETED ON OFFEROR'S LETTERHEAD**

Date

Kathleen Roberts  
Senior Court Analyst  
NYS OCA Office of Grants, Contracts and Procurement  
2500 Pond View, Suite 104  
Castleton-on-Hudson, NY 12033

Dear Ms. Roberts:

Re: RFP # OCA-DPCS-049 (Attorney for the Child Services, Juvenile Defense, Alternative Providers ,  
New York City

**Vendor Assurance and Conflict of Interest Disclosure**

[INSERT OFFEROR NAME] hereby submits this firm and binding offer to the New York State Unified Court System, the judicial branch of the State of New York, in response to Request for Proposals (RFP) # OCA-DPCS-049 (Attorney for the Child Services, Juvenile Defense, Alternative Providers, New York City. The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP.

[INSERT OFFEROR NAME]'s complete offer is set forth in two separately bound assembled volumes.

[INSERT OFFEROR NAME] hereby affirms that the solution proposed by the Offeror in the Proposal meets or exceeds the service level requirements set forth in the above-referenced RFP, including referenced attachments.

[INSERT OFFEROR NAME] hereby affirms that it knows of no factors existing at time of bid submission or which are anticipated to arise during the procurement or Contract term, which would 1) constitute a potential conflict of interest for Offeror or any subcontractor named in the Proposal, or 2) position the Offeror or any named subcontractor to violate or breach any other contract currently in force with the State of New York:

1. Furthermore [INSERT OFFEROR NAME] hereby attests that it will not act in any manner that is detrimental to any State project on which the Offeror is rendering services. Specifically, Offeror

attests that the fulfillment of obligations by the Offeror, as stated in the Proposal, does not violate any existing contracts or agreements between the Offeror and the State;

2. The fulfillment of obligations by the Offeror, as stated in the Proposal, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Offeror has with regard to any existing contracts or agreements between the Offeror and the State;
3. The fulfillment of obligations by the Offeror, as stated in the Proposal, does not and will not compromise the Offeror's ability to carry out its obligations under any existing contracts between the Offeror and the State;
4. The fulfillment of any other contractual obligations that the Offeror has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the Offeror will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Offeror will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. The Offeror has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.
8. To comply with the requirements outlined under the heading "Responsible Bidder" in Article XI of the above-referenced RFP, Offeror hereby affirms (enter an "X" in the appropriate box):
  - An online Vendor Responsibility Questionnaire has been updated or created within the last six (6) months at the website of the Office of the Comptroller:  
<https://onlineservices.osc.state.ny.us/Enrollment/login?1>
  - A hard copy Vendor Responsibility Questionnaire is included with the Proposal and is dated within the last six (6) months.
  - A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental agencies, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

By signing, the undersigned individual affirms and represents that he or she has the legal authority and capacity to sign and make this offer on behalf of, and has signed using that authority to legally bind [INSERT OFFEROR NAME] to the offer, and possesses the legal capacity to act on behalf of Offeror to execute a Contract with the New York State Unified Court System. The aforementioned legal authority and capacity of the undersigned individual is affirmed by the enclosed Resolution of the Corporate Board of Directors of [INSERT OFFEROR NAME].

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**Signature**  
[INSERT OFFEROR SIGNATORY NAME]  
[INSERT TITLE]  
[INSERT OFFEROR COMPANY NAME]

**EXHIBIT 4**

**INSURANCE REQUIREMENTS**

Awarded Contractors and grant recipients will be required to maintain the following insurance coverage during the term of the Contract:

1. Workers' compensation and disability benefits insurance coverage as required under New York State law. Proof of workers' compensation insurance and disability benefits insurance must be provided with the grant application. If applicant is legally exempt from such coverage, proof of exemption must be provided. The only forms acceptable as evidence of these insurance requirements are:

Proof of Workers' Compensation Coverage

- Form C-105.2 - Certificate of Workers' Compensation Insurance issued by private insurance carriers; or
- Form U-26.3 issued by the State Insurance Fund; or
- Form SI-12 - Certificate of Workers' Compensation Self-Insurance; or
- Form GSI-105.2 - Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- Form CE-200 - Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

- Form DB-120.1 - Certificate of Disability Benefits Insurance, or
- Form DB-120.2 - Certificate of Participation in Disability Benefits Group Self-Insurance; or
- Form DB-155 - Certificate of Disability Benefits Self-Insurance; or
- Form CE-200 - Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Please note that an ACORD Certificate of Insurance is NOT acceptable proof of New York State workers' compensation or disability benefits insurance coverage. Applicants should obtain the appropriate Workers' Compensation Board forms from their insurance carrier or licensed agent, or follow the procedures set forth by the Workers' Compensation Board for obtaining an exemption from coverage. Required forms and procedures may be obtained on the Workers' Compensation Board website at [www.wcb.ny.gov/](http://www.wcb.ny.gov/) and click on 'Employers/Businesses' and/or 'Forms.' Any questions regarding workers' compensation coverage requirements should be directed to:

Workers' Compensation Board  
Bureau of Compliance  
(518) 462-8882  
(866) 298-7830

Applicants awarded funding (whether through a new or amended contract) will be required to provide updated certificates of workers’ compensation and disability benefits coverage that name the UCS as the certificate holder if the applicable form has a space for a certificate holder to be listed. The carrier must enter:

NYS Unified Court System  
Office of Court Administration  
Division of Grants, Contracts and Procurement  
2500 Pond View, Suite 104  
Castleton-on-Hudson, New York 12033

The insurance carrier must notify the certificate holder if a policy is canceled.

2. Commercial General Liability Insurance (bodily injury and property damage on an occurrence basis), contractual and products/completed operations liability coverage, and auto liability with minimum limits as follows:

Bodily Injury and Property Damage	\$1 million per occurrence, \$2 million aggregate
Personal Injury and Advertising	\$1 million aggregate
Contractual and Products/ Completed Operations Liability	\$2 million aggregate
Auto Liability, Combined single limits	\$1 million

Commercial general liability insurance coverage must be obtained from commercial insurance carriers licensed in, or otherwise authorized to do business in, the State of New York. Proof of applicant’s commercial general liability insurance coverage must be submitted with the application. Applicants awarded funding will be required to submit an updated certificate that meets the requirement outlined below under “Insurance Compliance” to finalization of the contract. The commercial general insurance of Applicants awarded funding shall be primary insurance with respect to UCS.

Products completed operations insurance coverage is not required if applicant provides written documentation prior to finalization of an awarded contract that the organization’s commercial general insurance policy does not include coverage for products-completed operations. Automobile liability insurance is not required if applicant does not use vehicles in its operations.

3. Commercial or other Property Insurance (hazard and casualty) coverage must be obtained from commercial insurance carriers licensed or otherwise authorized to do business in the State of New York. Proof of applicant’s commercial property insurance coverage must be submitted with the application. Applicants awarded funding will be required to submit an updated certificate prior to finalization of the contract. Such insurance must meet the requirements below under “Insurance Compliance” and shall cover the premises owned or rented by the vendor in an amount not less than the full insurable value (replacement value) of the real property unless otherwise approved in writing by UCS. The certificate must name UCS as an additional insured and loss payee.

4. Professional liability insurance in the amount of \$1,000,000 for all of applicant’s professional employees that will perform with UCS funding. Proof of applicant’s professional liability insurance coverage must be submitted with the application. Organizations awarded funding will be required to contractually agree to obtain tail coverage for a minimum of two years in the event that the organization’s professional liability coverage policy is terminated and either: (i) there is no replacement policy; or (ii) the replacement policy does not cover claims made against the organization based on events that occurred prior to the effective date of the new policy.

5. Insurance Compliance:

All policies shall be written with insurance companies licensed to do business or authorized by the New York State Department of Financial Services to issue insurance in the State of New York and be rated no lower than an A- rating Class VII or better in the most current edition of A.M. Best’s Property-Casualty Key Rating Guide. UCS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificate or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other document demonstrating the company’s strong financial rating.

Policies should be endorsed to the New York State Unified Court System as an “additional insured” or “loss payee,” as appropriate, and “certificate holder.” All policies shall allow waiver of subrogation in favor of UCS and indemnified parties and additional insureds. All policies must be endorsed to provide that in the event of cancellation, non-renewal or material modification UCS will receive thirty (30) days’ prior written notice thereof. Awarded Contractor must provide UCS with appropriate certificates of insurance in compliance with these requirements no later than five business days prior to commencement of the Contract. Awarded Contractor must furnish complete policies, including all endorsements thereto, to UCS upon request. By requiring insurance, UCS does not represent that certain coverage and limits will necessarily be sufficient to protect Awarded Contractor, and such coverage and limits shall not be deemed a limitation on Awarded Contractor’s liabilities under any indemnity granted to UCS under the Contract. Prior to the commencement of any work by a subcontractor, the Awarded Contractor shall require such subcontractor to procure policies of insurance as required herein and maintain the same in force during the terms of any work performed by that subcontractor.



### DETAIL RATING SHEETS

**PROPOSAL:** \_\_\_\_\_

**REVIEWER:** \_\_\_\_\_

**COUNTY APPLIED FOR:** \_\_\_\_\_

#### **A. ORGANIZATIONAL CAPACITY (25 POINTS POSSIBLE)**

Instructions to reviewers: For each sub-question, award a value of 0 up to the maximum points allowed for the question based on your assessment of the proposal.

**A1. Assess the extent to which the applicant’s current activities, including any stated prior experience, demonstrates capacity to provide legal services to juvenile defendants (up to 5 points).**

**Consider the following sources of information: Organizational Capacity Questions #1.**

- 5 points: The Proposer demonstrates extensive and highly relevant experience providing legal services to juvenile defendants.
- 3 points: The Proposer has appropriate experience providing legal services, with some relevant work in juvenile defense.
- 2 points: The Proposer has minimal or indirect experience with juvenile specific legal services.
- 0 points: The Proposer lacks any experience or evidence of providing legal services to juvenile defendants.

A1 Rating: \_\_\_\_\_

Basis for rating:

**A2. Assess how well the organization’s prior experience and mission is in alignment with the provision of legal services to juvenile defendants (up to 5 points).**

**Consider the following sources of information: Organizational Capacity Question # 2.**

- 5 points: Organization’s mission aligns *fully* with the provisioning of legal services to juvenile defendants
- 3 points: Organization’s mission aligns *marginally* with the provisioning of legal services

to juvenile defendants.

0 points: The proposal fails to establish any alignment with the provisioning of legal services to juvenile defendants

A2 Rating: \_\_\_\_\_

Basis for rating:

**A3. Assess the extent to which the applicant’s supervisory policies and procedures are appropriate and likely to result in quality provision of legal services to juvenile defendants (up to 3 points).**

**Consider the following sources of information: Organizational Capacity Question #3.**

3 points: The Proposer has *comprehensive* well-documented supervisory policies and detailed protocols for quality legal services to juvenile defendants.

2 points: The Proposer has *adequate* supervisory policies and detailed protocols for quality legal services to juvenile defendants

1 point: The Proposer has *minimal* supervisory policies and detailed protocols for quality legal services to juvenile defendants

0 points: The Proposer lacks any defined supervisory policies or protocols, or those described are ineffective for legal services to juvenile defendants.

A3 Rating: \_\_\_\_\_

Basis for rating:

**A4. Assess the applicant’s mechanisms for client intake, case assignments, case management and supervision, staff and volunteer training, and client confidentiality (up to 5 points).**

**Consider the following sources of information: Organizational Capacity Question#4 and #5**

5 points: The Proposer has *comprehensive* mechanisms for client intake, case assignments, case management, staff training, and client confidentiality.

3 points: The Proposer has *sufficient* mechanisms for client intake, case assignments, case management, training, and client confidentiality.

1 point: The Proposer has *minimal* mechanisms for client intake, case assignments, case management, training, and client confidentiality.

0 points: The Proposer lacks mechanisms for client intake, case assignments, case management,

training, and client confidentiality.

A4 Rating: \_\_\_\_\_

Basis for rating:

**A5. Assess the Proposer’s plan for understanding the needs of children and families in crisis (*up to 5 points*).**

**Consider the following source of information: Organizational Capacity Question # 6.**

- 5 points: The Proposer demonstrates an extensive understanding of the needs of children and families in crisis.
- 3 points: The Proposer demonstrates an appropriate level of understanding of the needs of children and families in crisis.
- 1 point: The Proposer demonstrates a limited understanding of the needs of children and families in crisis.
- 0 points: The Proposer demonstrates no understanding of the needs of children and families in crisis.

A5 Rating: \_\_\_\_\_

Basis for rating:

**A6. Assess the applicant’s capacity to use technology to enhance the quality of legal services (*up to 2 points*).**

**Consider the following sources of information: Organizational Capacity Question #7.**

- 2 points: The Proposer integrates a *comprehensive* and *innovative* approach for using technology to enhance the quality of legal services.
- 1 points: The Proposer shows *sufficient* use of technology, meeting basic needs, but with limited depth or scope.
- 0 points: The Proposer lacks technological capacity to enhance legal services and offers no plan for improvement.

A6 Rating: \_\_\_\_\_

Basis for rating:

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**SUBTOTAL FOR PART "A" (A1 + A2 + A3 + A4 + A5 + A6):**

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**B. PROGRAM CAPACITY AND PROPOSED SERVICE DELIVERY (55 POINTS POSSIBLE)**

Instructions to reviewers: For each sub-question, award a value of 0 up to the maximum points allowed for the question based on your assessment of the proposal.

**B1. Assess the applicant’s plan to provide attorneys proficient in juvenile defense practice in the Family Court, including prior experience and training plans and anticipated carrying caseloads per staff attorney (up to 15 points).**

**Consider the following sources of information: Programmatic Capacity and Proposed Service Delivery Question #1.**

- 15 points: The proposal contains a *comprehensive* plan to provide attorneys proficient in juvenile defense practice for Family Court matters.
- 12 points: The proposal contains a *detailed but not comprehensive* plan to provide attorneys proficient in juvenile defense practice for Family Court matters.
- 8 points: The proposal contains an *adequate* plan to provide attorneys proficient in juvenile defense practice for Family Court matters.
- 4 points: The proposal contains a *substandard* plan to provide attorneys proficient in juvenile defense practice for Family Court matters.
- 0 points: The proposal lacks a staffing plan to provide attorneys proficient in juvenile defense practice for Family Court matters.

B1 rating: \_\_\_\_\_

Basis for rating:

**B2. Assess the applicant’s plan to provide non-attorney support such as social workers, investigators, and other support staff services that would promote quality, holistic representation in juvenile defense matters. (up to 10 points)**

**Consider the following source of information: Programmatic Capacity and Proposed Service Delivery Question #2.**

- 10 points: The proposal contains a *comprehensive* plan to provide non-attorney support to promote quality, holistic representation.
- 8 points: The proposal contains a *detailed but not comprehensive* plan to provide non-attorney support to promote quality, holistic representation.
- 6 points: The proposal contains an *adequate* plan to provide non-attorney support to promote quality, holistic representation.

- 4 points: The proposal contains a *substandard* plan to provide non-attorney support to promote quality, holistic representation.
- 0 points: The proposal lacks a staffing plan to provide non-attorney support to promote quality, holistic representation.

B2 rating: \_\_\_\_\_

Basis for rating:

**B3. Assess the applicant’s plan for providing continuity of representation for Youth Part matters removed to the Family Court, including the proficiencies of attorneys to provide both adult felony representation in the Youth Part and juvenile defense practice in Family Court, if applicable? (up to 5 points)**

**Consider the following source of information: Programmatic Capacity and Proposed Service Delivery Question #3.**

- 5 points: The proposal provides a *comprehensive* plan for attorneys proficient in providing representation in both adult felony matters in the Youth Part **and** juvenile defense practice in family court.
- 3 points: The proposal provides attorneys proficient in Family Court but not adult felony matters in the Youth Part.
- 0 points: The proposal does not include attorneys with proficient experience with either adult felony or juvenile defense representation.

B3 Rating: \_\_\_\_\_

Basis for rating

**B4. Assess the applicant’s expertise in, or training plan for ensuring knowledge of, adolescent brain development, and effective adolescent interviewing and counseling techniques. (up to 5 points)**

**Consider the following source of information: Programmatic Capacity and Proposed Service Delivery Question #4**

- 5 points: The applicant demonstrates extensive experience and/or a comprehensive training plan.
- 3 points: The applicant demonstrates sufficient experience and/or an adequate training plan.
- 0 points: The applicant demonstrates limited experience and lacks a training plan.

B4 Rating: \_\_\_\_\_

Basis for rating

**B5. Assess the applicant’s plan for communicating with juvenile defendants in a trauma-informed, developmentally appropriate and effective manner. (up to 5 points)**

**Consider the following source of information: Programmatic Capacity and Proposed Service Delivery Question #5.**

- 5 points: The applicant demonstrates a comprehensive plan.
- 3 points: The applicant demonstrates an adequate plan.
- 0 points: The applicant demonstrates a limited or no plan.

B5 Rating: \_\_\_\_\_

Basis for rating

**B6. Assess the applicant’s plan to represent special populations, such as youth with developmental disabilities, LGBTQIA+ youth, youth with substance use disorders. (up to 5 points)**

**Consider the following source of information: Programmatic Capacity and Proposed Service Delivery Question # 6.**

- 5 points: The applicant demonstrates a comprehensive plan to represent special populations.
- 3 points: The applicant demonstrates an adequate plan to represent special populations.
- 0 points: The applicant demonstrates a limited or no plan to represent special populations.

B6 Rating: \_\_\_\_\_

Basis for rating

**B7. Assess the extent to which the applicant’s plan for identifying attorney representation conflicts is sufficient. (up to 5 points)**

**Consider the following sources of information: Programmatic Capacity and Proposed Service Delivery Question #7.**

- 5 points: The Proposer has a comprehensive plan for identifying conflicts.
- 3 points: The Proposer has a sufficient plan for identifying conflicts.
- 0 points: The Proposer has limited to no ability for identifying conflicts.

B7 Rating: \_\_\_\_\_

Basis for rating

**B8. Assess the quality of applicant’s plan to provide representation at after-hours arraignments and maintain uninterrupted services during staff leaves. (up to 5 points)**

**Consider the following sources of information: Programmatic Capacity and Proposed Service Delivery Question #8.**

- 5 points: This proposal provides a strategic staffing framework to ensure consistent legal representation at after-hours arraignments and maintaining uninterrupted service during staff leaves.
- 3 points: This proposal provides an adequate framework to ensure consistent legal representation at after-hours arraignments and maintaining uninterrupted service during staff leaves.
- 0 points: This proposal provides a limited framework to ensure consistent legal representation at after-hours arraignments and maintaining uninterrupted service during staff leaves.

B8 Rating: \_\_\_\_\_

Basis for rating

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**SUBTOTAL FOR PART “B” (B1 + B2 + B3 + B4 + B5 + B6 + B7 + B8):**

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**APPLICANT NAME:** \_\_\_\_\_

**REVIEWER:** \_\_\_\_\_

**COUNTY APPLIED FOR:** \_\_\_\_\_

C. REASONABLENESS OF COST

TOTAL POINTS AVAILABLE: 20 POINTS TOTAL \_\_\_\_\_

EVALUATOR: (Print) \_\_\_\_\_

(Signature) \_\_\_\_\_

DATE: \_\_\_\_\_

**C. PROPOSED BUDGET (20 POINTS POSSIBLE)**

Instructions to reviewers: For each sub-question, award a value of 0 up to the maximum points allowed for the question based on your assessment of the proposal.

C1. Assess the applicant's proportion of personal service costs (including fringe benefits) as a percentage of the projected overall annual budget. (*up to 8 points*)

- 8 points: 70% or higher
- 7 points: 65-69.99%
- 6 points: 60-64.99%
- 5 points: 55-59.99%
- 4 points: 50-54.99%
- 3 points: 45-49.99%
- 2 points: 40-44.99%
- 1 point: 35-39.99%
- 0 points: < 35%

C1 Rating: \_\_\_\_\_

Basis for rating

C2. Assess the applicant's proportion of occupancy costs as a percentage of the projected overall annual budget. (*up to 4 points*)

- 4 points: < 5%
- 3 points: 5.01-8%
- 2 points: 8.01-12%
- 1 point: 12.01-15%
- 0 points: > 15%

C2 Rating: \_\_\_\_\_

Basis for rating

C3. Assess the applicant's proportion of indirect costs as a percentage of the projected overall annual budget. (*up to 4 points*)

- 4 points: < 15%
- 3 points: 15.01-20%
- 2 points: 20.01-25%
- 1 point: 25.01-30%
- 0 points: > 30%

C3 Rating: \_\_\_\_\_

Basis for rating

C4. Assess the applicant's proportion of non-personal services costs as a percentage of the projected overall annual budget. (*up to 4 points*)

- 4 points: < 20%
- 3 points: 20.01-24%
- 2 points: 24.01-28%
- 1 point: 28.01-32%
- 0 points: > 32%

C4 Rating: \_\_\_\_\_

Basis for rating

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**SUBTOTAL FOR PART "C" (C1 + C2 + C3 + C4):**

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**EXHIBIT 6**

**APPENDIX B**

**Terms and Conditions Applicable to Materials Produced Under the Agreement**

1. Contractor acknowledges and agrees that UCS has ordered and/or specially commissioned the services, deliverables and materials that Contractor is required to produce pursuant to this Agreement (the “Work”), whether in written form, on tape, computer-readable media or other tangible or intangible form. Except as otherwise specified in this Appendix B, Contractor agrees that: (i) UCS shall be the sole owner of the Work; and (ii) the Work shall be considered a “work made for hire” as that term is used under federal and state law. UCS or its authorized designee shall have all right, title, and interest of every kind and nature, whether now known or hereafter devised and including, without limitation, all copyrights and renewals and extensions thereof, in and to the Work, including without limitation any editions and versions thereof, without payment of any royalty or other compensation. Without limiting the foregoing, and except as otherwise specified in this Appendix B, if all or any part of the Work is not so deemed a “work made for hire,” Contractor hereby irrevocably grants, assigns, transfers, and sets over to UCS or its authorized designee all rights of any kind and nature in and to the Work that he/she/it may possess or come to possess, including without limitation all copyrights and renewals and extensions thereof, without payment of any royalty or other compensation. Contractor agrees to execute and deliver to UCS any assignments and other documents requested by UCS confirming the assignment to UCS or its authorized designee of all rights in the Work and to fully cooperate with UCS in registering and protecting UCS’s rights to and interests in the Work. Upon request of UCS during any stage thereof, Contractor shall deliver all such Work to UCS. To the extent an assignment is not effective under applicable law, Contractor grants UCS an exclusive, perpetual, royalty-free, fully-paid, irrevocable, worldwide, transferable license to use, reproduce, distribute, and commercialize any deliverables to the fullest extent permissible and effective under applicable law. Contractor shall cooperate with UCS, at UCS’s request, as reasonably required to perfect or secure UCS’s rights, including executing appropriate documents.

2. Contractor represents and warrants that the Work shall be created solely by Contractor, be original, and does not infringe upon the copyright, trademark, patent, or other proprietary rights of any third party, including without limitation the right to use or display the name, face, or likeness of any person. Furthermore, Contractor represents and warrants that the Work and any other materials used in connection with this Agreement shall not include or incorporate in any way the work or materials of any third party with rights to such work or materials, or the name, face, or likeness of any person, unless Contractor has: (i) advised UCS of this; and (ii) the appropriate written authorizations, releases, licenses,

or other permits to allow UCS and Contractor to use the Work and any other materials used in connection with this Agreement without violating such rights have been obtained and delivered to UCS. The form of such authorizations and other documents is subject to UCS's approval.

3. All rights granted to UCS hereunder are irrevocable and shall vest and remain perpetually vested in UCS and UCS's successors and assigns without payment of any royalty or other compensation, whether this Agreement expires or is terminated, and shall not be subject to rescission, cancellation, or termination by Contractor for any cause whatsoever.

4. If applicable, Contractor shall own and retain all pre-existing proprietary rights to any materials, tools, templates, or methodologies produced or licensed by Contractor prior to the Effective Date, or not as a result of this Agreement ("Contractor's Property"), even if such materials are incorporated into the Work. If any such materials are incorporated into the Work, Contractor hereby grants to UCS or its authorized designee, in perpetuity, at no additional cost or expense, a royalty-free, fully-paid, non-exclusive, irrevocable worldwide license to reproduce, display, and otherwise use Contractor's Property as part of the Work.

5. If master tapes are created in the production of the Work, upon receipt of final payment for the Work, Contractor will provide these to UCS, except for the master tapes to Contractor's Property (if applicable).

6. If requested by UCS, Contractor shall include in the Work a copyright notice in the following form: "Copyright (or ©) [year] New York State Unified Court System. All rights reserved." If applicable, the notice shall be computer-readable and clearly visible to viewers for at least three seconds.

7. Contractor shall indemnify, defend, and hold UCS, its administrative officers, directors, employees, and authorized agents harmless from and against all claims, costs, liability, and damages, including reasonable attorneys' fees and disbursements: (i) resulting from the Contractor's breach of representation or warranty made herein; or (ii) arising in connection with an allegation that UCS's use of the Work (if any) or any other deliverable, if any, infringes any patent, trade secret, copyright, or any other proprietary right, including, without limitation, the rights to use or display a person's name, face, or likeness.

8. This Appendix B shall survive expiration or termination of this Agreement.

**EXHIBIT 7**

**MAXIMUM AGGREGATE FUNDING AVAILABLE BY COUNTY**

<b>County</b>	<b>Estimated Available Funds Not-to-Exceed, 12-month period</b>
Bronx County	\$1,700,000
Kings County	\$1,800,000
New York County	\$1,050,000
Queens County	\$1,100,000