



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

Office of Court Administration  
Division of Grants, Contracts & Procurement

Request for Proposals #OCA-DGCP-067  
Syracuse City Emerging Adult Domestic Violence Court  
Defendant Case Management Services

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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**

The mission of the New York State Unified Court System (UCS) is to deliver equal justice under the law and to achieve the just, fair and timely resolution of all matters that come before our courts. In the service of our mission, the UCS is committed to operating with integrity and transparency, and to ensuring that all who enter or serve in our courts are treated with respect, dignity, and professionalism. We affirm our responsibility to promote a court system free from any and all forms of bias and discrimination and to promote a judiciary and workforce that reflect the rich diversity of New York State. More information about the UCS is available at <https://www.nycourts.gov>.

The UCS Office of Court Administration’s (OCA) Division of Grants, Contracts and Procurement (DGCP) is soliciting proposals via this Request for Proposals (RFP) for the purpose of providing defendant case management services to the Syracuse City Emerging Adult Domestic Violence Court.

UCS operates Domestic Violence (DV) courts and Integrated Domestic Violence (IDV) courts throughout the state. These courts focus on accountability and compliance with all orders and sentences issued by the judge. The DV courts oversee criminal cases, both felony and misdemeanor, involving intimate partner violence. IDV courts oversee intimate partner violence cases involving families with matters pending in multiple courts including the family, criminal and matrimonial systems. In an IDV court, one judge is assigned to review all these matters working with the parties to gain a clearer and more holistic picture of the issues facing these litigants.

As described more fully below, UCS will support convening a multidisciplinary team of community partners to provide interagency responses to intimate partner abuse in the Emerging Adult (EA) age group (18–25 years old).

## **II. PROJECT INFORMATION**

The DGCP, on behalf of the Syracuse City Emerging Adult Domestic Violence Court, is issuing this RFP to solicit proposals from applicants who are qualified to provide case management services to defendants in the Syracuse City Emerging Adult Domestic Violence Court (the “Court”). The awarded contractor will deliver individualized case management services that support participants’ successful engagement with the Court, compliance with court-ordered conditions, and connection to community-based resources. Case management services are intended to address criminogenic needs and underlying factors contributing to justice involvement, including, but not limited to, education, employment, housing stability, behavioral health, substance use, family and social supports, and life skills development.

UCS anticipates the awarded contractor will begin to perform the Project Services (as set forth in Article V below) on or about April 1, 2026. The maximum appropriation for the first 12-month period of the awarded contract is \$200,000. Subsequent year allocations are subject to available state appropriations.

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

EVENT	DATE
Bid Issue Date	Tuesday, February 10, 2026
Question Due Date	Tuesday, March 3, 2026 at 2:00PM Eastern
Bid Submission Deadline Date	Tuesday, March 17, 2026 at 2:00PM Eastern
Estimated Contract Start Date	April 1, 2026

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

**III. AWARD**

**Term of Award**

UCS intends to award one contract for a term commencing on or about April 1, 2026 and terminating on or about December 31, 2030. (“Contract Term”).

Awarded contractor shall be contractually obligated to provide the Project Services (as described below) for the Contract Term, as it may be amended or extended. UCS and awarded contractor shall communicate regularly concerning the remaining amount of grant funds and the approximate timing of complete expenditure.

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**

A single award will be made pursuant to this RFP. The selected awardee must: (1) meet the minimum qualifications outlined in Article IV below; (2) be a responsible bidder as determined in accordance with the criteria in Article XI (General Specifications); and (3) receive the highest composite (average technical + cost) score in excess of the minimum score as determined by the selection criteria set forth herein. In the event of a tie composite score, the applicant with the higher cost score, i.e., lowest total cost, will prevail.

Proposals will be reviewed and rated by a team composed of qualified UCS staff, and will be scored as follows:

Technical Criteria (75%)	Maximum Points
Capacity	35
Proposed Service Delivery	40
Maximum Technical Points	75
Cost (25%)	25
Maximum Cost Points	25
<b>MAXIMUM TOTAL POINTS</b>	<b>100</b>

Note: A minimum Technical Criteria point score of 40 (average of all evaluators) is required for an award to be made. Detailed criteria are contained in the Proposal Rating Tool attached as Exhibit 5 hereto. Cost submissions will be scored as follows:

The proposal with the lowest cost will be awarded maximum cost points (25); each higher cost proposal will be awarded points according to the following formula:

$$\text{Lowest cost proposal} \div \text{highest cost} \times 25$$

For example: Assuming the lowest cost proposal is \$100, and the next higher cost proposal is \$125, the \$100 cost proposal would be awarded 25 points and the \$125 cost proposal 20 points based on the following computation:

$$100 \div 125 = (.8) \times 25 = 20$$

#### IV. MINIMUM QUALIFICATIONS

Proposals will be considered only from applicants who meet the following minimum qualifications:

- Qualified applicants must possess at least two (2) years of experience in performing services similar or relevant to those described herein.
- Qualified applicants must have the capacity to provide Project Services to defendants within

Onondaga County.

**The following organizations and individuals are ineligible for contract awards:**

- Individuals or organizations that have had a contract with the New York State Unified Court System terminated for cause within the past three (3) years.
- Individuals or organizations listed as ineligible on the Office of General Services database of debarred entities.

**V. PROJECT SERVICES**

UCS seeks proposals describing how the applicant will provide the services listed below (“Project Services”). The selected applicant shall be required to:

1. Connect defendants to community-based service delivery systems, including abusive partner intervention program (APIP), social services, and substance abuse treatment.
2. Maintain project logs, reports, and records in appropriate files and database(s), including documenting all defendant interactions and services provided in accordance with program protocols.
3. Attend Court meetings, staffing meetings as appropriate, and trainings as appropriate.
4. Appear in Court on days Court is in session.
5. Assess the health, education, employment, housing, immigration, therapeutic, medical, substance abuse, counseling and other social service needs of each defendant.
6. Coordinate referrals and link defendants to community-based resources, including shelter, counseling, legal advocacy, and treatment services.
7. Maintain regular contact and follow-up with defendants to ensure continuity of care.
8. Maintain all records and files relating to each defendant.
9. Provide professional oversight/consultation for assigned case manager.
10. Work collaboratively with Court staff, law enforcement, and community partners to promote victim safety and offender accountability.
11. Participate in case reviews, multidisciplinary meetings, and relevant trainings.
12. Deliver trauma-informed, culturally responsive services in all defendant interactions.
13. Assist in identifying gaps in services and strengthening community response efforts.

14. Demonstrate familiarity with social service agencies, community resources, and support programs available throughout Onondaga County.

*Required Staffing:*

Case Manager(full-time). The Case Manager should have:

- A thorough knowledge of domestic and sexual violence and an ability to work effectively in a crisis-orientated setting with diverse individuals.
- Strong interpersonal, oral communication, and written communication skills.
- Ability to develop a positive, compassionate rapport with defendants, including addressing issues of domestic violence, sexual assault, or other violent trauma.
- Knowledge of community-based service delivery systems, in particular thorough knowledge of different treatment paths and social services.
- Prompt response to crisis as well as thorough and consistent follow up to victims, defendant, and delivery systems.
- Appreciation and respect for other cultures and people of diverse backgrounds.

## **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.***

***A complete set of the documents required below must be submitted.***

### **a. Narrative Description - Organizational Capacity**

Applicants must submit a narrative description of no more than five (5) pages addressing all of the organizational capacity requirements listed below:

1. Briefly describe the organization's current principal activities.
2. Describe the organization's experience and expertise providing services similar to the Project Services listed in the RFP, including investigating emerging best practices related to working with defendants aged 18–25 years old.
3. Describe the organization's experience and expertise providing case management services.
4. Describe the organization's experience providing a batterer's intervention program.
5. Describe the organization's experience, if any, with government funded programs.
6. Describe the organization's abilities to meet fiscal and programmatic reporting requirements, including data collection, and work in partnership with the Court.
7. Briefly describe the organization's financial management system and internal controls procedure.
8. Provide an organizational chart showing all supervisory staff (will not be included in the page limit).

**b. Project Staff Resumes**

Submit resumes for all staff who will provide Project Services. For those positions currently vacant, submit detailed job descriptions.

**c. Narrative Description - Proposed Service Delivery**

Applicants must submit a narrative description of no more than five (5) pages addressing all of the project description requirements listed below.

1. Describe the organization's plan for delivery of the Project Services described herein.
2. Describe how the organization's experience and existing collaborations with the Court and community-based service delivery systems will enhance the project goals.
3. Describe the organization's plan to ensure the project goals are met.
4. Describe how the Case Manager will document their activities with defendants and how this information will be maintained.
5. Describe the proposed process for reporting individual client progress to the Court. How will the organization provide feedback to the Court on an effective and ongoing basis? Include information about the timing and content of proposed feedback.
6. Describe how the organization will ensure that all grant-related reporting requirements are timely met.

7. Describe the proposed supervisory structure for the project. How will the organization ensure appropriate supervision for the Case Manager?

**d. Line-Item Budget Proposal**

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 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. The awarded contractor 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 approved by UCS.

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

The maximum allocation for the first 12-month period of the awarded contract is \$200,000. Subsequent budget periods during the Contract Term will be subject to the availability of appropriated funds and will be determined based on fiscal and programmatic considerations.

**e. Budget Narrative**

Applicant must submit a separate narrative of not more than three (3) pages that briefly describes the expenses included in each budget category of its budget proposal, and how they relate to the Project Services. The Personal Services description must include a brief description of responsibilities. The Non-Personal Services (NPS) description must include a brief description of how each expense category relates to the provision of Project Services. The proposing organization must include a budget narrative for any subcontracted services. For travel expenses, if any, explain which staff will be traveling and the destination, purpose, and frequency of travel.

**f. 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**

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 & Procurement  
2500 Pond View, Suite 104  
Castleton-on-Hudson, New York 12033  
ATTN: Kyle Cunningham**

All envelopes/cartons must also be labeled on the outside with the following information on two sides, visible to the designated contact upon receipt:

**“Deliver immediately to Kyle Cunningham”  
“Sealed Application - Do not open”  
“RFP # OCA-DGCP-067 Syracuse City Emerging Adult Domestic Violence Court Defendant Case  
Management Services  
– Due Tuesday, March 17, 2026 at 2:00 PM Eastern”**

**b. Submission Deadline**

Applications must arrive at the address above by no later than **Tuesday, March 17, 2026, at 2:00 PM Eastern**. Any application received after this deadline will be declared late and may be disqualified. Notwithstanding the foregoing, a late application may be accepted by UCS in its sole discretion if: (i) an insufficient number of timely applications meeting the requirements of this RFP are received; or (ii) the applicant has satisfactorily demonstrated to UCS that the late application was caused solely by factors outside the control of the applicant. However, in no event shall UCS be obligated to accept a late application, and in making such determination, UCS will consider whether accepting a late application would materially benefit or disadvantage a particular applicant. It is recommended that applicants allow several extra days for shipping in order to meet the deadline.

**c. Amendment of Proposals**

Proposers may only amend submitted proposals prior to the Bid Submission Deadline Date. Amended proposals must be submitted in packaging which clearly indicates “Amended Proposal for RFP # OCA-DGCP-067.” Amended proposals must be signed by an individual who is duly authorized to amend the bidder’s original proposal. Amended proposals must be submitted in the same manner as original

proposals described herein. Amended proposals received by UCS after the Bid Submission Deadline Date will be rejected for lateness.

**d. Withdrawal of Proposal Prior to Bid Submission Deadline Date**

A proposal may be withdrawn at any time prior to the Bid Submission Deadline Date.

**e. Bidder Confidential/Proprietary Information**

If applicable, bidders must specifically identify those portions of the proposal deemed to contain confidential or proprietary information or trade secrets and must provide justification why such material, upon request, should not be disclosed to parties other than UCS. Bidders are advised that any material deemed confidential by bidder 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 in a separate folder from the non-confidential sections of the proposal.

**f. No-Bids**

Proposers deciding not to answer this RFP are requested to send a no-bid letter to OCA, Attn: Kyle Cunningham, Senior Court Analyst, NYS Unified Court System, Division of Grants, Contracts and Procurement, 2500 Pond View, Suite 104, Castleton-on-Hudson, NY 12033. The envelope must be clearly marked in the lower left corner as follows: RFP # OCA-DGCP-067. No-bid letters may alternatively be sent by email to [kccunnin@nycourts.gov](mailto:kccunnin@nycourts.gov). Please indicate in “Subject” field: RFP # OCA-DGCP-067–No-Bid.

**IX. QUESTIONS**

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

Kyle Cunningham

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

Please indicate in “Subject” field: RFP # OCA-DGCP-067 Syracuse City Emerging Adult Domestic Violence Court Defendant Case Management Services Question(s)

The deadline to submit questions is **March 3, 2026 at 2:00 PM Eastern**. No questions will be entertained after this deadline. A written Questions & Answers (Q&A) listing all questions received and their answers will be posted on the UCS website at [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) in the Addenda column for the appropriate solicitation and emailed to the applicants list promptly after this deadline.

**IMPORTANT:** Contact by any prospective applicant, 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 applicant'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 applicant's proposal, and any contract resulting from this RFP.

### **Access to Court Facilities**

Awarded contractor(s) 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(s) 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(s) acknowledges that any and all information, records, files, documents, or reports contained in any media format provided to the awarded contractor(s) by the UCS, or which may be otherwise encountered by awarded contractor(s), shall be considered extremely confidential and shall be handled accordingly at all times. Neither the awarded contractor(s) 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(s) 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(s) to further penalties.

Awarded contractor(s) 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(s) is prohibited from maintaining confidential files and records provided to or generated by awarded contractor(s) 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(s) 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(s) 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(s) 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 attorneys' 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(s) 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; or (iv) enforcement by UCS of the awarded contract or any provisions thereof.

### **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(s) 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(s), 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(s) 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(s) is required to produce specially commissioned materials pursuant to the awarded contract (the "Work"), whether in written form, on tape, on computer-readable media, or in another tangible or intangible 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 contract 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, membership, or financial viability of the awarded contractor in writing immediately upon its occurrence. In addition to any other remedies available at law or in 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 under the contract 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 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**

Awarded contractor(s) shall send true and accurate invoices on a quarterly basis by email or by conventional mail to such person as UCS/OCA shall designate in the contract resulting from this RFP or by such other method to another person at another address as UCS/OCA shall designate.

Payment shall be made quarterly in arrears and shall be made within thirty (30) days of submission by awarded contractor(s) and approval by UCS of invoices satisfactory to UCS and Office of the State Comptroller.

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 Required Budget Form, 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(s) 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 Required Budget Form. Bidder must quote pricing on a cost per employee basis and compute all price extensions prompted by Required Budget Form. 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 Required Budget Form 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 listed as ineligible on the federal System for Award Management due to suspension or debarment; 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 awarded 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(s) will be the prime contractor and will be responsible for all services required by this RFP. The UCS will communicate only with awarded contractor(s), and the awarded contractor(s) 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.

Awarded 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 awarded contractor's duties under the awarded contract.

### **Termination**

Early termination of the contract for cause may result in, among other consequences, exercising any or all remedies available to UCS and New York State, including, but not limited to: the awarded contractor(s) 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(s), 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, UCS and New York State exercising any or all remedies available to them, including, but not limited to, the awarded contractor 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 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(s) 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 staff resumes (Article VII (b))
- \_\_\_ Narrative Description – Proposed Service Delivery (Article VII (c))
- \_\_\_ Line-Item Budget Proposal/Budget Narrative (Article VII (d) and Article VII (e))
- \_\_\_ 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
  - Q p.3 - Non-Collusive Bidding Certificate
  - Q p.4 - Corporate Acknowledgment
- N/A Attachment II – Not Applicable
- \_\_\_ Attachment III – Vendor Responsibility Questionnaire
  - 9 questionnaire filed online via Office of State Comptroller VendRep System and certified within 6 months of the bid opening date, or
  - 9 paper questionnaire
- \_\_\_ Attachment IV – Procurement Lobbying forms
  - 9 Disclosure of Prior Non-Responsibility Determination (UCS 420)
  - 9 Affirmation of Understanding and Agreement (UCS 421)

**EXHIBIT 2**  
**PROPOSAL COVER SHEET**

**Syracuse City Emerging Adult Domestic Violence Court Defendant Case Management Services**

Legal Name of Applicant	
Executive Director/CEO	
Address	
Phone	
Fax	
Email	
Website Address (not required)	
Federal Tax Identification No. (TIN)	
New York State Charities Registration Number (if applicable)	
Years in Operation	

**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

Kyle Cunningham  
Senior Court Analyst  
NYS OCA Division of Grants, Contracts & Procurement  
2500 Pond View, Suite 104  
Castleton-on-Hudson, NY 12033

Dear Mr. Cunningham,

Re: RFP #OCA-DGCP-067 Syracuse City Emerging Adult Domestic Violence Court Defendant Case Management Services

**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-DGCP-067 (Syracuse City Emerging Adult Domestic Violence Court Defendant Case Management Services). 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 one bound assembled volume.

[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].

---

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

**EXHIBIT 4**

INSURANCE REQUIREMENTS

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 & 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), personal injury and advertising liability coverage, 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 grant application. Applicants awarded funding will be required to submit an updated certificate naming UCS as a certificate holder, and an additional insured or loss payee, as appropriate, and providing for at least thirty (30) days advance written notice to UCS of cancellation or non-renewal. The updated certificate must be submitted prior 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 grant application. Applicants awarded funding will be required to submit an updated certificate naming UCS

as an additional insured and loss payee prior to finalization of the contract. Applicant's insurance carrier must provide UCS (as a certificate holder) with at least thirty (30) days advance written notice of cancellation or non-renewal of coverage. Such insurance 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.

4. Professional liability insurance in the amount of \$1,000,000 for all of applicant's professional employees that will perform with grant funding. Proof of applicant's professional liability insurance coverage must be submitted with the grant 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.

**EXHIBIT 5**

**PROPOSAL RATING TOOL  
TECHNICAL PROPOSAL SUMMARY RATING SHEET**

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

**Capacity (35 points possible)** A. \_\_\_\_\_

**Proposed Service Delivery (40 points possible)** B. \_\_\_\_\_

**Total Points: 75 points** TOTAL \_\_\_\_\_

**A minimum average technical score of 40 is required for a contract to be awarded.**

**EVALUATOR** (Print) \_\_\_\_\_

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

**DATE** \_\_\_/\_\_\_/\_\_\_

**DETAIL RATING SHEETS**

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

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

**A. CAPACITY (35 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. Evaluate the extent to which the applicant demonstrates that the organization is organized with a mission that aligns with the services to be provided under the project. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ A2. Assess the applicant’s experience and expertise providing services similar to the Project Services listed in the RFP, including investigating emerging best practices related to working with defendants aged 18–25 years old. *(up to 6 points: 6 = excellent, 5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ A3. Assess the applicant’s experience providing case management services. *(up to 6 points: 6 = excellent, 5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ A4. Assess the applicant’s experience providing a batterer’s intervention program. *(up to 6 points: 6–7 = excellent, 5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ A5. Evaluate the ability of the applicant to effectively manage government funded programs. *(up to 6 points: 6 = excellent, 5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ A6. Assess the applicant’s abilities to meet fiscal and programmatic reporting requirements, including data collection, and work in partnership with the Court. *(up to 6 points: 6 = excellent, 5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

**SUBTOTAL FOR PART “A” (A1 + A2 + A3 + A4 + A5 + A6) \_\_\_\_\_**

**DETAIL RATING SHEETS**

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

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

**B. PROPOSED SERVICE DELIVERY (40 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. Evaluate the extent to which the applicant demonstrates that the organization has instituted mechanisms likely to result in high quality services, taking into account significant developments which may impact the ability to institute such mechanisms. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B2. Assess the proposed service delivery. Is the plan likely to result in a fully functional project? *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B3. Assess the applicant’s experience and how its existing collaborations will enhance the project goals. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B4. Assess the applicant’s plan to ensure the project goals are met. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B5. Assess the applicant’s plan for the Case Manager to document their activities with defendants and how this information will be maintained. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B6. Evaluate the applicant’s plan for reporting individual client progress to the Court. Is the plan likely to be effective and timely? *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B7. Assess the applicant’s plan for data collection and compilation of data as required by UCS. Is the plan for collection and compilation feasible and appropriate? *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B8. Assess the applicant’s proposed supervisory structure for the project. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

**SUBTOTAL FOR PART "B" (B1 + B2 + B3 + B4 + B5 + B6 + B7 + B8) \_\_\_\_\_**

**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.