



NEW YORK STATE UNIFIED COURT SYSTEM

Office of Court Administration
Division of Professional and Court Services

Restorative Justice Implementation Training and
Coaching Services for Educators
New York (Statewide)

Contents

RFP Articles

| | | |
|-------|--|----|
| I. | Background Information and Instructions | 1 |
| II. | Project Information | 1 |
| III. | Award..... | 2 |
| IV. | Minimum Qualifications..... | 2 |
| V. | Project Services..... | 2 |
| VI. | Insurance Requirements..... | 4 |
| VII. | Award Selection Criteria and Method of Award | 4 |
| VIII. | Required Documents..... | 5 |
| IX. | Submission of Proposal..... | 9 |
| X. | Questions..... | 9 |
| XI. | Pre-Bid Conference..... | 10 |
| XII. | General Specifications | 10 |

Attachments*

- Attachment I - Standard Request for Bid Clauses & Forms
- Attachment III - Vendor Responsibility: Acknowledgment Form and VR Questionnaire
- Attachment IV - Procurement Lobbying forms

* Attachments are available for download from the Unified Court System’s Current Solicitation webpage:
<http://ww2.nycourts.gov/admin/bids/currentsolicitations.shtml>

Exhibits

| | | |
|------------|--|----|
| Exhibit 1: | Document Enclosure Checklist..... | 18 |
| Exhibit 2: | Proposal Cover Sheet..... | 19 |
| Exhibit 3: | Vendor Assurance and Conflict-of-Interest Disclosure..... | 20 |
| Exhibit 4: | Insurance Requirements..... | 23 |
| Exhibit 5: | Proposal Rating Tool | 26 |
| Exhibit 6: | Appendix B: Terms and Conditions Applicable to Materials Produced Under the Agreement..... | 36 |
| Exhibit 7: | Pricing Sheet..... | 38 |

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 Professional and Court Services is soliciting proposals on behalf of the Division of Alternative Dispute Resolution (DADR) via this Request for Proposals (RFP) for the purpose of providing leadership training for implementing restorative justice (RJ) practices and implementation coaching services for educators and other professionals, including school psychologists, school counselors, social workers, members of boards of education, superintendents and assistant superintendents, and RJ coordinators, in K-12 schools.

KEY BID DATES*

| EVENT | DATE |
|--------------------------------------|---------------------------------|
| Bid Issue Date | February 18, 2025 |
| Bid Question Due Date | February 25, 2025, at 2:00pm ET |
| Bid Submission Deadline Date | March 11, 2025, at 2:00pm ET |
| Estimated Contract Start Date | March 14, 2025 |

***OCA reserves the right to modify any Key Bid Date as it may deem appropriate.**

II. PROJECT INFORMATION

Pursuant to a memorandum of understanding (SED MOU # 023-012) between UCS and the New York State Education Department (the “Grantor” or NYSED), UCS has received Title IV funds awarded by the United States Department of Education for the Bipartisan Safer Communities Act: Stronger Connections Grant Program (the “Grant Award”) to implement the Team Leadership Training for Implementing RJ Practices initiative (the “Project”).

The goal of the Project (“Project Goal”) is to prepare school-based RJ leadership teams to implement successful RJ initiatives in K-12 schools by delivering: (i) comprehensive RJ trainings; (ii) coaching services to RJ leadership teams; and (iii) coaching-the-coaches support to coaches assisting RJ leadership teams.

Pursuant to the terms of the Grant Award, the Project Services as set forth in Article V below must be performed during March 14, 2025 – September 30, 2026. UCS reserves the right to request a no-cost extension of the Project Term from the Grantor.

III. AWARD

UCS intends to award one contract for a term commencing on or about March 14, 2025, and terminating on or about September 30, 2026 (“Contract Term”).

Notwithstanding the foregoing, the Contract Term of any contract resulting from this RFP may extend to a term not to exceed five (5) years in total, which contract shall terminate upon the earlier of: (i) five (5) years from the contract commencement date; or (ii) the complete expenditure of funding available for Project Services, whichever is earlier, unless otherwise terminated pursuant to the terms of said contract. Awarded contractor shall be contractually obligated to provide the Project Services for the Project 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.

IV. MINIMUM QUALIFICATIONS

Proposals will be considered only from proposers who meet the following minimum qualification:

- Qualified proposers will possess at least three (3) years’ experience performing services similar or relevant to those described herein.

V. PROJECT SERVICES

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

1. **Training Services:** Deliver at least eight (8) and at most ten (10) RJ leadership team trainings in person and/or online.

The trainings must address the following topics:

- a. Overview of RJ history, principles, and research;
- b. RJ and its connection to NYSED Social Emotional Learning Benchmarks¹, Mental Health Education Standards², and Culturally Responsive Education Framework³;
- c. The stages of systemic implementation⁴, including embedding RJ into policies and codes of conduct;

¹ <https://www.nysed.gov/student-support-services/sel>

² <https://www.nysed.gov/sites/default/files/programs/curriculum-instruction/continuumofwellbeingguide.pdf>

³ <https://www.nysed.gov/crs/framework>

⁴ <https://www.nysed.gov/news/2025/new-guidance-and-resources-available-school-districts-support-implementation-social>

- d. Establishing accountability systems, including periodic discipline data reporting and monitoring;
- e. Methods for holding school leaders accountable for implementation through hiring and evaluation protocols; and
- f. Action planning to support a mindful implementation process that includes key stakeholders.

Notes:

- i. UCS will provide all publicity, scheduling, and registration services for upcoming training events, including communications with training participants.
 - ii. The awarded contractor shall provide UCS with copies of attendance sheets or other records documenting trainees' participation in trainings.
2. **Coaching Services:** Deliver implementation coaching services estimated to range from fifty (50) to one hundred (100) hours per leadership team to between two (2) and six (6) leadership teams trained to implement RJ practices, including monthly meetings to help school teams:
- a. Facilitate monthly meetings with school leadership teams;
 - b. Identify additional team members as well as roles and responsibilities for team members; and
 - c. Make progress implementing the school's individualized action plan developed during team leadership training.
 - d. Provide brief (1-3 hour) professional development trainings for school staff (if requested).
 - e. Provide technical assistance implementing RJ processes (if requested).
3. **Coaching-the-Coaches Support:** Deliver fifty (50) to one hundred (100) hours of coaching support to RJ implementation coaches who assist leadership teams trained to implement RJ practices.

Required Staffing:

The awarded proposer shall supply a Primary Trainer and a Coach. The same individual may serve as both the Primary Trainer and the Coach. Proposals in which the same individual will

deliver both training and coaching services must establish that the individual possesses at least the minimum qualifications for both the Primary Trainer and Coach set forth below.

Minimum qualifications:

- Primary Trainer: The Primary Trainer must have at least a master’s-level degree from an accredited college or university and at least three (3) years’ experience implementing RJ programming while in a school leadership position (e.g., superintendent, principal, or dean).
- Coach: The Coach must have a minimum of three (3) years’ experience providing RJ implementation support to K-12 schools.

Preferred Staffing:

Proposals in which the same individual serves as both Primary Trainer and Coach will be preferred to proposals in which different individuals perform those roles.

Proposers may propose to include supporting co-trainers. Proposals featuring supporting co-trainers will be preferred to proposals featuring only a Primary Trainer.

VI. INSURANCE REQUIREMENTS

Awarded proposer 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. AWARD SELECTION CRITERIA AND 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 above; (2) be a responsible bidder as determined in accordance with the criteria in Article XII; 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 proposer with the higher cost score, i.e., lowest total cost, will prevail.

Responsibility is determined in accordance with the criteria articulated in the “Responsible Bidder” paragraph set forth in Article XII (General Specifications).

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

| Technical Criteria (75%) | Maximum Points |
|---------------------------------|-----------------------|
| Capacity | 25 |
| Proposed Service Delivery | 50 |
| Maximum Technical Points | 75 |
| | |
| Cost (25%) | 25 |
| Maximum Cost Points | 25 |
| | |
| MAXIMUM TOTAL POINTS | 100 |

Organizational capacity and service delivery 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:

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

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:

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

Note: A minimum Technical Criteria point score of 40 (average of all evaluators) is required for an award to be made.

VIII. 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.

Proposers 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 a proposer’s proposal.

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

a. Narrative Description - Organizational Capacity

Proposers must submit a narrative description of no more than four (4) pages* addressing all of the organizational capacity requirements listed below:

1. Regarding Trainings for RJ Leadership Teams:

- a. Describe the proposer's experience and expertise providing leadership training for implementing RJ practices in K-12 schools. List the number of trainings that the proposer or its proposed Primary Trainer has delivered and the schools represented by the training participants for all trainings delivered within the past five (5) years. Preference will be given to proposers that have provided leadership training to schools located in New York City and to schools located outside New York City.
- b. Identify all proposed guest speakers who will help deliver trainings to RJ leadership teams.
- c. Describe how the proposer's equipment, internet service, and online training platform will contribute to the successful delivery of online training services, and explain how the proposer will proceed if an internet outage, equipment failure, or other technical impediment interferes with the delivery of a scheduled training.

2. Regarding Coaching Services: Describe the proposer's experience providing coaching services to leadership teams implementing RJ practices in K-12 schools. List the names and locations of schools that the proposer or its proposed Coach has coached within the past five (5) years; include dates when such services were delivered. Proposals that feature a Coach who has implemented RJ practices in a school while in a leadership position such as a superintendent, principal, or dean, will be favored.

3. Regarding Coaching-the-Coaches Support: Describe the proposer's experience, if any, delivering coaching-the-coaches support to coaches assisting RJ implementation leadership teams in K-12 schools.

4. Describe the proposer's experience and existing collaborations with NYSED and RJ service providers, such as community dispute resolution centers (CDRCs), and explain how the proposer will apply that experience to achieve the Project goals.

** Lists and résumés supplied in response to paragraphs # 2(a), # 2(b), # 3 and # 4 will not count toward the page limit for the narrative description – organizational capacity document.*

b. Project Resumes

Submit resumes for all staff who will provide Project Services, including proposed guest speakers for training for RJ leadership teams. For those positions currently vacant, submit detailed job descriptions.

c. Project Description

Proposers must submit a narrative description of no more than five (5) pages** addressing all of the Project description requirements listed below:

1. Describe the proposer's plan for delivery of the full services described herein and explain how the proposed service plan will achieve the Project Goal as stated in Article II.
2. Regarding **Trainings for RJ Leadership Teams**:
 - a. Confirm that the proposer will deliver eight (8) to ten (10) trainings to RJ leadership teams during the Project Term.
 - b. Identify the proposed guest speakers from New York public schools currently implementing RJ initiatives and why they were selected.
3. Regarding **Coaching Services to Leadership Teams Implementing RJ Practices in K-12 Schools**:
 - a. Confirm that during the Project Term the proposer will deliver:
 - i. Fifty (50) to one hundred (100) hours of coaching services the proposer will deliver to each leadership team implementing RJ practices in K-12 schools during the Project Term; and
 - ii. Such coaching services to between two (2) and six (6) leadership teams.
 - b. Describe the proposer's plan for delivering coaching services to leadership teams implementing RJ practices, including how the proposer will develop and deliver feedback to those teams and how such feedback will be documented. Indicate the proposed schedule for delivering coaching services. Describe how the proposer proposes to be responsive to leadership teams and how the proposer proposes to enhance each coached leadership team's expertise and improve the team's ability to implement RJ practices without coaching assistance in the future.
4. Regarding **Coaching-the-Coaches Support**:
 - a. Confirm that the proposer will deliver fifty (50) to one hundred (100) hours of coaching-the-coaches support during the Project Term to coaches supporting leadership teams implementing RJ practices in K-12 schools.
 - b. Describe the proposer's plan for delivering coaching-the-coaches support to coaches supporting leadership teams implementing RJ practices in K-12 schools. Indicate the proposed schedule for delivering coaching-the-coaches support. Describe how the proposer proposes to be responsive to coaches and how the proposer proposes to enhance coaches' expertise and improve their ability to coach leadership teams in the future.
5. Describe how the proposer will prevent and overcome technical obstacles (e.g., internet outages, equipment failures, etc.) to minimize disruption of Project Services.

*** Curriculum material supplied in response to paragraph # 2(b) will not count toward the page limit for the narrative description – project description document.*

d. Pricing Sheet

Proposers must submit a pricing sheet using the form in Exhibit 7. The pricing sheet must be submitted in the format specified below. For purposes of determining the total cost of the proposer’s proposal, the pricing sheet assumes that UCS will purchase the maximum number of trainings, coaching services, and coaching-the-coaches support set forth in Article V. UCS assumes that in-person trainings will cost more than online trainings; consequently, the pricing sheet in Exhibit 7 further assumes that UCS will purchase nine (9) in-person trainings and one (1) online training. Any quantities or amounts of services specified in Exhibit 7 to be delivered at proposer’s supplied rates are for purposes of calculating a maximum cost for the proposer’s proposal; no commitment or guarantee to reach any specified volume of business is made or implied.

Proposals should include costs for training, consultation, materials, and other expenses, including expenses associated with delivering reports of attendance, invoices, and electronic communications (e.g., email) with UCS, leadership teams, and coaches. Quotes for training should be specified on a per-event basis and should include costs for travel (if any), guest speakers, materials, technical support, etc. Proposers must provide separate quotes for in-person trainings and on-line trainings.

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. Proposer 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 pricing sheet.

Non-Allowable Costs/Expenses

The following items *may not be included* in proposer’s proposed costs:

- Costs for the development of curricula for this Project
- 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. Curriculum Materials

Proposers must submit copies of the following curriculum documents:

1. Detailed trainer’s agenda showing topics to be covered, the duration of training time allotted to each topic, and the length of the proposed training.

2. The proposed training manual.
3. Copies of supplemental materials, such as handouts or links to external resources.

All curriculum materials will be deemed proprietary copyrighted works of the proposer unless otherwise specified. There is no page limit for submitted curriculum materials.

***f.* Additional Documents**

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

IX. SUBMISSION OF PROPOSAL

a. Proposal Delivery

Proposers shall deliver ONE signed, hard copy original and ONE additional copy (two complete sets) of its application, with all required documents, to:

Division of Professional and Court Services
2500 Pond View, Suite 104
Castleton-on-Hudson, New York 12033
ATTN: Kathleen Roberts

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

**“Deliver immediately to Kathleen Roberts”
“Sealed Application - Do not open”
“RESTORATIVE JUSTICE IMPLEMENTATION TRAINING AND COACHING SERVICES
FOR EDUCATORS RFP # OCA-DPCS-042 –
Due March 11, 2025 at 2:00 PM”**

Proposals will not be accepted electronically or by fax.

b. Submission Deadline

Applications must arrive at the address above by no later than **Tuesday, March 11, 2025, at 2:00 PM Eastern Time.**

X. QUESTIONS

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

Kathleen Roberts
kmroberts@nycourts.gov

Please indicate in “Subject” field: Restorative Justice Implementation Training and Coaching Services for Educators RFP # OCA-DPCS-042 Question(s)

The deadline to submit questions is **Tuesday, February 25, 2025, at 2:00 PM ET**. 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 in the Addenda column for the appropriate solicitation and mailed to the proposers list promptly after this deadline.

IMPORTANT: Contact by any prospective proposer, 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 proposer’s standing and may cause rejection of its proposal.

XI. PRE-BID CONFERENCE

A pre-bid conference will not be held.

XII. 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

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, proposers 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. Proposers are advised that any material deemed confidential by proposer 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 proposer to be fully familiar with the federal terms and conditions of the award.

Financial Stability

Upon request by UCS, proposer 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.

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 Changes 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), 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 New York State UCS website 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 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.

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 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 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 proposers 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 proposer’s proposal. Failure to do so as required may disqualify proposer’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 a proposer’s proposal. Please assemble documents in the order set forth below.

- _____ Exhibit 1 – Document Enclosure Checklist
- _____ Exhibit 2 – Proposal Cover Sheet
- _____ Exhibit 3 – Vendor Assurance and Conflict-of-Interest Disclosure
- _____ Exhibit 7 – Pricing Sheet
- _____ Narrative Description – Organizational Capacity (Article VIII (a))
- _____ Project staff resumes (Article VIII (b))
- _____ Project Description (Article VIII (c))
- _____ Curriculum Materials (Article VIII (e))
- _____ Certificates of NYS Worker’s 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 proposer’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

Restorative Justice Implementation Training and Coaching Services for Educators

| | |
|--------------------------------------|--|
| Legal Name of Proposer | |
| Executive Director/CEO | |
| Years of Experience | |
| Total Funding Requested | |
| Address | |
| Phone | |
| Fax | |
| Email | |
| Website Address (not required) | |
| Federal Tax Identification No. (TIN) | |

Vendor's Primary Contact for Proposal Matters:

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

Verification:

| | |
|--|-------|
| 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): | |
| COMPANY NAME: | |
| AUTHORIZED OFFICER'S NAME AND TITLE: | |
| SIGNATURE: | DATE: |

Note: Proposers 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
Court Analyst
NYS OCA Office of Grants and Contracts
2500 Pond View, Suite 104
Castleton-on-Hudson, NY 12033

Dear Ms. Roberts:

Re: RFP # OCA-DPCS-042 (Restorative Justice Implementation Training and Coaching Services for Educators)

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-042 (Restorative Justice Implementation Training and Coaching Services for Educators). 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 XII 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 proposer 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. Proposers 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/ 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

Proposers 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 Professional and Court Services
 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 proposer’s commercial general liability insurance coverage must be submitted with the grant application. Proposers awarded funding will be required to submit an updated certificate naming UCS as a certificate holder, 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 Proposers awarded funding shall be primary insurance with respect to UCS.

Products completed operations insurance coverage is not required if proposer 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 proposer 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 proposer’s commercial property insurance coverage must be submitted with the grant application. Proposers 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. Proposer’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 proposer's professional employees that will perform with grant funding. Proof of proposer'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**

PROPOSER: _____

Capacity (25 points possible) A. _____

Proposed Service Delivery (50 points possible) B. _____

Total Points: (75 points possible) **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 (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 and consistent with the criteria set forth below.

_____ A1. Assess the proposer’s experience and expertise providing *relevant training* (i.e., training for leadership teams implementing RJ practices in K-12 schools). (up to 6 points):

6 = The proposer has at least five (5) years’ experience delivering relevant training to educators based in New York City and educators based in New York State outside New York City.

4 = The proposer has at least five (5) years’ experience delivering relevant training to educators based either in New York City or in New York State outside New York City, but not to educators based in both locations.

2 = The proposer has at least two (2) years’ but less than five (5) years’ experience delivering relevant training to educators based in New York City and educators based in New York State outside New York City.

1 = The proposer has at least two (2) years’ but less than five (5) years’ experience delivering relevant training to educators based either in New York City or in New York State outside New York City, but not in both locations.

0 = The proposer has less than two (2) years’ experience delivering relevant training.

_____ A2. Assess the experience of the proposed guest speakers who will help deliver relevant training as that term is defined in the previous sub-question. (up to 4 points)

4 = Each and every proposed guest speaker has at least five (5) years’ experience delivering RJ trainings.

3 = At least half but not all of the proposed guest speakers have at least five (5) years’ experience delivering RJ trainings.

2 = At least one of the proposed guest speakers has at least five (5) years’ experience delivering

RJ trainings.

0 = The proposer did not establish that any proposed guest speaker has at least three (3) years' experience delivering RJ trainings, or the proposer does not propose to include any guest speakers.

_____ A3. Assess the proposer's experience delivering **relevant coaching services** (i.e., coaching leadership teams implementing RJ practices in K-12 schools). *(up to 3 points):*

3 = The proposer has at least three (3) years' experience delivering relevant coaching services.

1 = The proposer has at least one (1) year's and less than three (3) years' experience delivering relevant coaching services.

0 = The proposer has less than one (1) year of experience delivering relevant coaching services.

_____ A4. Assess the proposed coach's experience delivering **relevant coaching services** (i.e., coaching leadership teams implementing RJ practices in K-12 schools) while in a leadership position. *(up to 3 points):*

3 = The proposer has delivered relevant coaching services BOTH to educators based in New York City and to educators based in New York State outside New York City.

2 = The proposed coach has at least three (3) but less than five (5) years' experience implementing RJ practices in a school while in a leadership position, such as a superintendent, principal, or dean.

1 = The proposed coach has at least one (1) but less than three (3) years' experience implementing RJ practices in a school while in a leadership position, such as a superintendent, principal, or dean.

0 = The proposed coach has less than one (1) year of experience implementing RJ practices in a school while in a leadership position, such as a superintendent, principal, or dean.

_____ A5. Assess the proposer’s experience delivering **relevant coaching services** (i.e., coaching leadership teams implementing RJ practices in K-12 schools) to school districts in New York State. (*up to 2 points*):

2 = The proposer has delivered relevant coaching services BOTH to school districts located in New York City AND to school districts located in New York State outside New York City.

1 = The proposer has delivered relevant coaching services EITHER to school districts located in New York City OR to school districts located in New York State outside New York City.

0 = The proposer has not delivered relevant coaching services to school districts located anywhere in New York State.

_____ A6. Evaluate the proposer’s experience delivering **relevant coaching-the-coaches support** (i.e., coaching coaches to support RJ implementation leadership teams in K-12 schools). (*up to 4 points*):

4 = The proposer has at least five (5) years’ experience delivering relevant coaching-the-coaches support.

3 = The proposer has at least three (3) years’ but fewer than five (5) years’ experience delivering relevant coaching-the-coaches support.

2 = The proposer has at least two (2) years’ but fewer than three (3) years’ experience delivering relevant coaching-the-coaches support.

1 = The proposer has some but fewer than two (2) years’ experience delivering relevant coaching-the-coaches support.

0 = The proposer has no experience delivering relevant coaching-the-coaches support.

_____ A7. Assess the proposer’s experience and existing collaborations with NYSED and RJ service providers, such as community dispute resolution centers, and evaluate how the proposer will apply that experience to achieve the Project Goal. (*up to 3 points*):

3 = The proposer has at least five (5) years’ experience and existing collaborations with both NYSED and RJ service providers, such as community dispute resolution centers, and the

- proposal explains how the proposer will apply that experience to achieve the Project Goal.*
- 2 = *The proposer currently collaborates with both NYSED and RJ service providers and NYSED but does not have at least five (5) years' experience of such collaborations, and the proposal explains how the proposer will apply that experience to achieve the Project Goal.*
- 1 = *The proposer currently collaborates with either NYSED or with one or more RJ service providers, but not both, and the proposal explains how the proposer will apply that experience to achieve the Project Goal.*
- 0 = *The proposer collaborates with neither NYSED nor with at least one RJ service provider, or the proposal does not explain how the proposer will apply any such experience it possesses to achieve the Project Goal.*

SUBTOTAL FOR PART "A" (A1 + A2 + A3 + A4 + A5 + A6 + A7) _____

DETAIL RATING SHEETS

PROPOSAL: _____

REVIEWER: _____

B. PROPOSED SERVICE DELIVERY (50 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 likelihood that the proposed service delivery plan will achieve the Project Goal as stated in Article II of the RFP. *(up to 4 points):*

- 4 = *The plan is highly likely to result in the achievement of the Project Goal.*
- 2 = *The plan is likely but less than highly likely to result in the achievement of the Project Goal.*
- 1 = *The plan is at best somewhat likely to result in the achievement of the Project Goal.*
- 0 = *The plan is highly unlikely to result in the achievement of the Project Goal.*

_____ B2. Assess the clarity of the proposed service delivery plan. *(up to 4 points):*

- 4 = *The plan is clear and well organized.*
- 2 = *The plan is somewhat vague or not well organized*
- 0 = *The plan is unclear and disorganized.*

_____ B3. Score the number **trainings** the proposer proposes to deliver to leadership teams implementing RJ practices in K-12 schools (see Article V(1) on page 2 of the RFP). *(up to 3 points):*

- 3 = *The proposer commits to deliver at least eight (8) and as many as ten (10) trainings.*
- 0 = *The proposer does not commit to deliver at least than eight (8) and as many as ten (10) trainings.*

_____ B4. Score how much **coaching support** the proposer commits to deliver to leadership teams implementing RJ practices in K-12 schools (see Article V(2) on page 3 of the RFP). *(up to 3 points):*

- 3 = *The proposer commits to deliver at least fifty (50) and as many as one hundred (100) hours of coaching services per leadership team to at least two (2) and as many as six (6) leadership teams.*
- 0 = *The proposer does not commit to deliver at least fifty (50) and as many as one hundred (100) hours of coaching services per leadership team to at least two (2) and as many as six (6) leadership teams.*

_____ B5. Score how much **coaching-the-coaches support** the proposer commits to deliver during the Project Term to coaches supporting leadership teams implementing RJ practices in K-12 schools (see Article V(3) on page 3 of the RFP). *(up to 3 points):*

- 3 = *The proposer commits to deliver at least fifty (50) and as many as one hundred (100) hours of coaching-the-coaches support.*
- 0 = *The proposer does not commit to deliver at least fifty (50) and as many as one hundred (100) hours of coaching-the-coaches support.*

_____ B6. Assess the proposed curriculum for the leadership teams training. *(up to 14 points):*

- The proposed curriculum should cover the following topics:
 - The history, principles, and research related to RJ practices;
 - Stages of systemic implementation;
 - RJ practices, school policies, and codes of conduct;
 - Data and RJ practice implementation;
 - The connection between RJ practices and NYSED social emotional learning benchmarks, mental health education standards, cyberbullying prevention policies, and culturally responsive educational frameworks;
 - Successful stakeholder engagement strategies; and
 - School leader accountability systems, including hiring and evaluation protocols.

- 14 = *The proposed curriculum addresses **all** the topics identified above, and the training materials, including the agenda and supporting written documents, are **highly likely** to prepare leadership team trainees to implement a successful RJ initiative in one or more K-12 schools.*
- 10 = *The proposed curriculum addresses **most but not all** of the topics identified above, and the training materials, including the agenda and supporting written documents, are **likely** to prepare leadership team trainees to implement a successful RJ initiative in one or more K-12 schools.*
- 6 = *The proposed curriculum addresses **some but not most** of the topics identified above, and the training materials, including the agenda and supporting written documents, are **somewhat likely** to prepare leadership team trainees to implement a successful RJ initiative in one or more K-12 schools.*
- 2 = *The proposed curriculum addresses **none** of the topics identified above, or the training materials, including the agenda and supporting written documents, are **unlikely** to prepare leadership team trainees to implement a successful RJ initiative in one or more K-12 schools.*
- **Evaluators:** Subtract ONE point if the proposed curriculum does not include at least one co-trainer in addition to the Lead Trainer.

_____ B7. Assess the likelihood that the proposed coaching services will enable leadership teams to implement RJ practices successfully in K-12 schools.

Consider factors such as how the proposer will deliver and document feedback to the leadership team, the proposer's proposed schedule for delivering coaching services, how the proposer plans to be responsive to leadership teams, and how the proposer proposes to enhance each coached leadership team's expertise and improve the team's ability to implement RJ practices without coaching assistance in the future.

Reviewers should draw on their understanding of and experience with previous coaching services delivered to leadership teams implementing RJ practices in K-12 schools when assessing the likely success of the proposed coaching services. Consider the extent to which the proposed coaching services:

- Draw on the coach's firsthand knowledge implementing not only NYSED policies and guidance but also RJ initiatives in K-12 schools; and
- Incorporate research-supported practices that will enhance the coached leadership teams' likelihood of successfully implementing RJ initiatives in one or more K-12 schools.

(up to 8 points):

- 8 = *The likelihood that the proposed coaching services will enable coached leadership teams to implement RJ practices successfully in K-12 schools is greater than 90%*
- 6 = *The likelihood that the proposed coaching services will enable coached leadership teams to implement RJ practices successfully in K-12 schools is between 75% and 90%.*
- 4 = *The likelihood that the proposed coaching services will enable coached leadership teams to implement RJ practices successfully in K-12 schools is between 50% and 75%.*
- 2 = *The likelihood that the proposed coaching services will enable coached leadership teams to implement RJ practices successfully in K-12 schools is between 25% and 50%.*
- 0 = *The likelihood that the proposed coaching services will enable coached leadership teams to implement RJ practices successfully in K-12 schools is less than 25%.*

_____ B8. Assess the proposer’s plan to deliver **coaching-the-coaches** support.

Consider factors such as the proposed schedule for delivering support to coaches assisting leadership teams implementing RJ practices in K-12 schools, how the proposer plans to be responsive to coaches, and how the proposer plans to enhance coaches’ expertise and improve their ability to coach leadership teams in the future.

Reviewers should draw on their understanding of and experience with previous coaching-the-coaches service providers. Consider the extent to which the proposed services:

- Draw on the proposed coach’s experience supporting RJ implementation coaches; and
- Incorporate research-supported practices that will enhance supported coaches’ capacity to assist leadership teams.

(up to 8 points):

- 8 = *The likelihood that the proposed coaching-the-coaches support will enable coaches to help leadership teams implement RJ practices successfully in K-12 schools is greater than 90%*
- 6 = *The likelihood that the proposed coaching-the-coaches support will enable coaches to help leadership teams implement RJ practices successfully in K-12 schools is between 75% and 90%.*
- 4 = *The likelihood that the proposed coaching-the-coaches support will enable coaches to help leadership teams implement RJ practices successfully in K-12 schools is between 50% and 75%.*

- 2 = *The likelihood that the proposed coaching-the-coaches support will enable coaches to help leadership teams implement RJ practices successfully in K-12 schools is between 25% and 50%.*
- 0 = *The likelihood that the proposed coaching-the-coaches support will enable coaches to help leadership teams implement RJ practices successfully in K-12 schools is less than 25%.*

_____ B9. Assess how the proposer plans to prevent and overcome technical obstacles (e.g., internet outage, equipment failure, etc.) to minimize disruption of Project Services. *(up to 3 points):*

- 3 = *The proposer’s protocols for addressing technical obstacles are comprehensive and likely to minimize disruption of Project Services.*
- 2 = *The proposer’s protocols for addressing technical obstacles are thoughtful but less than comprehensive and are somewhat likely to minimize disruption of Project Services.*
- 0 = *The proposal lacks protocols for addressing technical obstacles or the proposed protocols are unlikely to minimize disruption of Project Services.*

SUBTOTAL FOR PART “B” (B1 + B2 + B3 + B4 + B5 + B6 + B7 + B8 + B9) _____

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 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.
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 proprietary rights to any materials produced 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.
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

See Excel file