



## NEW YORK STATE UNIFIED COURT SYSTEM

Office of Court Administration  
Division of Grants, Contracts & Procurement

Request for Proposals

OCA-DGCP-066

Judiciary Civil Legal Services, Eviction Defense  
Statewide

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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 Judiciary Civil Legal Services (“JCLS”) program was established by UCS at the recommendation of the Permanent Commission on Access to Justice to address the crisis resulting from unrepresented litigants compelled to navigate the complexities of New York’s civil justice system without the benefit of counsel. For more than fifteen years, the JCLS program has served to provide a stable funding source for the delivery of civil legal services and access to justice services to low-income New Yorkers to have meaningful access to the courts and the legal assistance they need to secure the essentials of life. Since its establishment, the JCLS program has awarded hundreds of millions of dollars in funding to civil legal services providers throughout the State for this crucial initiative that benefits millions of New Yorkers annually by providing access to vital legal services. Programmatic oversight of the JCLS program is provided by the Office for Justice Initiatives under the leadership of the Hon. Edwina G. Richardson.

JCLS funding supports the provision of legal assistance to address “essentials of life” areas, such as: (i) housing matters, (including eviction, foreclosures, and homelessness); (ii) family matters (including domestic violence, childing and family stability); (iii) access to health care and education; (iv) subsistence income (including wages, disability, and other benefits, and consumer debts); and (v) immigration. JCLS funding also supports the provision of legal assistance in other civil legal need areas low-income New Yorkers and targeted sub-populations.

## II. PROJECT INFORMATION

The UCS Office of Court Administration’s (“OCA”) Division of Grants, Contracts and Procurement (“DGCP”) is soliciting sealed proposals via this Request for Proposals (“RFP”) to award contracts for Judiciary Civil Legal Services’ eviction defense project. Via this RFP, UCS will establish one or more contracts per Judicial District to provide eviction defense services to indigent tenants at risk of eviction or displacement, which may include addressing affirmative cases, health and safety concerns, and other landlord/tenant matters across New York State.

Funding is available, as listed in **Exhibit 7**, in all 13 Judicial Districts in New York State.

The purpose of this RFP is to provide a comprehensive, coordinated, and efficient legal defense to eligible tenants (hereinafter defined) against eviction for at-risk, low-income renter households across New York State. The program prioritizes early and meaningful access to counsel, including quality abbreviated legal advice and full legal representation, to prevent tenant displacement, protect tenant rights, and promote housing stability.

Eligible tenants are defined as New York residents living at or below 200% of the poverty threshold (hereinafter, “Eligible Tenants”). Eligible Tenants facing eviction or threatened with eviction will receive timely access to:

- **Legal Advice**, including early consultation, KnowYourRights education, and case assessment; and
- **Legal Representation**, including full representation in eviction proceedings and related housing stability matters.

UCS is allocating \$6,500,000 in the aggregate to address the persistent statewide challenges created by high volumes of eviction filings, the disproportionate impact of evictions on low-income tenants, and the need for specialized representation for housing court and tenant matters in each Judicial District. Allocations in each subsequent year of the contract are subject to available state appropriations. Funding is intended to support a statewide eviction defense infrastructure, including urban, suburban, and rural jurisdictions, and will be allocated to ensure coverage across New York State.

UCS anticipates that each Awarded Contractor (as defined in Article III below) will begin to perform the Project Services (as set forth in Article V below) on or about July 1, 2026.

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

EVENT	DATE
<b>Bid Issue Date</b>	Wednesday, February 25, 2026
<b>Question Due Date</b>	Wednesday, March 18, 2026 at 2:00PM Eastern
<b>Bid Submission Deadline Date</b>	Wednesday, April 15, 2026 at 2:00PM Eastern
<b>Estimated Contract Start Date</b>	July 1, 2026

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

### III. AWARD

UCS intends to award one or more contracts per county (“Contract”) to successful bidders (each an “Awarded Contractor”) for a term of five (5) years. Each Contract is expected to commence on or about July 1, 2026, and terminate on or about June 30, 2031. (“Contract Term”).

Awards will be made on a county-by-county basis in order to ensure statewide coverage, and preference will be given to applicants demonstrating the ability to provide services in a greater number of counties. Awarded Contractors must demonstrate the capacity to serve the entire designated service area for which they are awarded, defined by county or court jurisdiction, including City Courts, District Courts, Town and Village Courts, and New York City Housing Court, as applicable. Applicants awarded for one or more counties will enter into to a single Contract with UCS covering all applicable counties. Please see

Exhibit 8 for a list of counties by Judicial District. This form must be completed and included with the application.

If no awards are made for a particular county, or the awards made within a particular Judicial District do not fully exhaust the available funds, UCS reserves the right to reallocate those funds to other Judicial Districts or counties

Applicants may apply individually or in partnership with other organizations; however, a single entity must be identified as the lead applicant responsible for fiscal management, reporting, and performance. Any such partnerships should be described in the applicable sections the Narrative Description – Proposed Service Delivery. Applicants proposing to partner with another organization must identify the legal name of the partner entity, their NYS Vendor ID number, and describe the relationship between the applicant and partner entity. If an applicant proposes to deliver services in partnership with another entity, UCS may, upon award, request or require a written agreement between the Awarded Contractor and the partner entity. Any partner entity deemed to be a subcontractor may also be required to file a vendor responsibility questionnaire, as describer further in XII General Specifications.

Any Contract resulting from this solicitation is subject to the approval of the NYS Attorney General and Office of the State Comptroller.

#### **IV. MINIMUM QUALIFICATIONS**

To be eligible for award, applicants must meet the following minimum qualifications:

1. Applicants must be not-for-profit entities, typically organized under the Not-for-Profit Corporation Law, and must submit proof of charities registration or an exemption from the Attorney General’s Charities Bureau portal with the application. Eligible entities must also submit proof of tax-exempt status under the Internal Revenue Code.
2. UCS will only consider proposals from organizations with at least two (2) consecutive years’ experience in one or more of the following areas:
  - Non-payment and holdover judicial proceedings
  - Illegal lockouts
  - Habitability defenses and claims
  - Administrative proceedings impacting housing stability, including but not limited to section 8/HCV housing subsidy terminations
  - Orders to show cause and eviction appeals

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

- Individuals or organizations listed as ineligible on the federal System for Award Management due to suspension or debarment
- 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

Awarded Judiciary Civil Legal Services applicants shall be required to provide Civil Legal Services and/or Access to Justice Services to Eligible Tenants as outlined herein (the “Project Services”). Legal Services Providers shall deliver comprehensive eviction defense services designed to prevent avoidable evictions and promote housing stability for Eligible Tenants. At a minimum, services provided by Legal Service Providers must include:

- Tenant outreach and education regarding tenants’ rights, court procedures, and available legal remedies;
- Abbreviated legal advice, early case assessment, and limited-scope assistance to prevent default judgments and unnecessary eviction filings;
- Full legal representation in cases presenting viable defenses, including nonpayment proceedings, holdover proceedings, illegal lockouts, and habitability-related matters; and
- Representation in housing subsidy termination proceedings, administrative hearings, Orders to Show Cause, and eviction appeals where housing stability is at risk; and
- Attorney availability during scheduled court dockets, including both in-person and remote proceedings, and maintain sufficient staffing levels to meet projected service delivery minimums and program performance expectations, as outlined in the contract.
- The fundamental objectives of this intervention model are reflected throughout the RFP requirements and scoring criteria: housing stability as a core justice outcome; human centered and trauma informed legal advocacy; early intervention; procedural fairness; and efficient, high quality legal representation.

Project Services shall also include:

- Provide quality free legal services to vulnerable individuals at or below 200% of the federal poverty threshold. ~~and other indigent households facing eviction or housing instability.~~
- Provide early-intervention legal information and assistance to vulnerable individuals at or below 200% of the federal poverty threshold and other indigent households facing eviction or housing instability.
- Conduct intake, screening, and eligibility assessments to identify urgent legal needs and prioritize high-risk cases.
- Advocate on behalf of clients in negotiations with landlords, property managers, and their representatives to resolve housing disputes and prevent avoidable evictions.
- Represent clients at all stages of the eviction process, including settlement negotiations, hearings, and court appearances.

- Prepare and file all necessary legal documents, including answers, motions, stipulations, and appeals when appropriate.
- Incorporate work required under the New York City Fair Chance for Housing Law<sup>1</sup>, including advising clients of their rights, ensuring compliance by housing providers, and addressing violations or improper denials related to criminal background screenings.
- Provide trauma-informed, culturally competent, and language-accessible services to ensure all clients can meaningfully participate in their cases.
- Coordinate with social service agencies, rental assistance programs, and support holistic client outcomes.
- Provide crisis intervention and safety-planning referrals for clients experiencing domestic violence, discrimination, or other safety concerns.
- Maintain detailed case notes, client records, and outcome data in accordance with OCA standards and reporting requirements.
- Participate in ongoing collaboration with OCA, courts, and community partners to improve service delivery, identify systemic barriers, and enhance access to justice.
- Conduct community education and legal rights workshops for vulnerable population to promote early intervention and prevent avoidable evictions. Complete quarterly reports as required by UCS.
- Provide appropriate supervision and oversight for any staff included in the Contract.
- Ensure compliance with all confidentiality, ethics, and professional responsibility requirements.

JCLS funds may be used for:

- Hiring, supervision, and integration of legal services staff embedded in or aligned with local courts; and
- Providing legal advice and legal representation for Eligible Tenants.

Available funding will not meet the need for all statewide eviction defense. Accordingly, applicants must demonstrate the ability to leverage existing federal, state, and local resources.

## **VI. INSURANCE REQUIREMENTS**

Awarded Contractor shall be required to maintain the insurance specified in Exhibit 4 hereto (Insurance Requirements) at its own cost and expense during the Contract Term.

## **VII. AWARD SELECTION CRITERIA AND METHOD OF AWARD**

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<sup>1</sup> <https://www.nyc.gov/site/cchr/media/fair-chance-housing-campaign.page>

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

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

**Tier II: Evaluation and Scoring**

Proposals that pass the Tier I Threshold review will advance to Tier II. Proposals that receive a score of at least 70 points (average technical score among Tier II reviewers + cost score) will advance to Tier III.

The technical criteria of each proposal will be reviewed and rated by a team of qualified UCS staff, while the reasonableness of cost criteria will be reviewed and scored by the UCS Contracts and Procurement staff. Applicants must submit separate Proposed Service Delivery narratives for each county for which they are applying; a single narrative covering multiple counties will be deemed non-responsive. Scores for Organizational Capacity and Proposed Service Delivery will be averaged across all scorers to determine an average technical score for each county and category based on the criteria outlined in Exhibit 5. Reasonableness of cost will receive a single score based on the objective criteria set forth in Exhibit 5 which will be applied to each county applied for. All category scores will then be summed by county to determine a Final Score for each county. Points will be awarded as follows:

<b>Technical Criteria (75%)</b>	<b>Maximum Points</b>
Organizational Capacity	35
Proposed Service Delivery	40
<b>Maximum Technical Points</b>	<b>75</b>
<b>Reasonableness of Cost</b>	<b>25</b>
Maximum Cost Points	25

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

**Tier III: Final Evaluation**

In Tier III, the amounts awarded to applicants that meet the minimum technical score will be determined based on consideration of some or all the following: Tier II scoring and comments, strategic priorities, available funding and best overall value to New York State.

Notwithstanding the foregoing, nothing herein obligates UCS to approve awards or funding for any applicant.

## 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.

***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**

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

1. Describe the organization's prior experience providing legal services for individuals facing eviction and/or representing tenants in landlord-tenant matters, including the scope, scale, and duration of such services.
2. Describe the organization's mission and explain how it aligns with the provision of eviction defense and tenants' rights legal services, including a commitment to access to justice for low-income and vulnerable populations.
3. Describe the organization's supervisory structure, policies, and procedures, including attorney oversight, caseload management, and timekeeping and reporting practices for program staff.
4. Describe the organization's mechanisms for assuring quality and effectiveness of eviction defense services, including training, performance monitoring, and review.
5. Describe the policies and procedures in place to ensure client confidentiality and ensure compliance with applicable ethical, professional responsibility, and data security requirements.

6. Describe the organization’s commitment to understanding and addressing the needs of tenants facing eviction by incorporating culturally responsive, trauma-informed, and client-centered practices into legal service delivery.
7. Describe how the organization utilizes technology to enhance access to legal services, improve service quality and efficiency, support data collection and reporting, and facilitate communication with clients and courts.
8. Describe the organization’s number of years of experience delivering similar services, the populations served, and the geographic areas covered.

**b. Narrative Description – Proposed Service Delivery** (up to 8 pages)

**If applying for more than one County, a separate Proposed Service Delivery tailored to each County is required.**

Applicants must submit a narrative describing their capacity to implement and manage the proposed eviction defense program effectively and at scale. If an Applicant proposes to partner with another entity (“Partner Entity”) to deliver the Project Services, the Proposed Service Delivery narrative must clearly identify which components of the Project Services will be provided by the Applicant and which components will be provided by the Partner Entity.

The narrative must address, at a minimum, the following elements:

**1. Program Design and Implementation**

Describe the proposed program model for delivering eviction defense services within the designated service area, including how services will be triaged, implemented, managed, and integrated with local courts and community partners.

**2. Staffing Plan and Readiness**

Describe the proposed staffing structure, including the number and roles of attorneys, paralegals, and support staff. Explain the organization’s ability to recruit, onboard, train, and supervise qualified staff in a timely manner to meet program requirements. Submit resumes for all staff who will provide Project Services. For those positions currently vacant, submit detailed job descriptions.

**3. Service Area Coverage and Access**

Describe how the applicant will ensure full and equitable coverage across the designated judicial district or county wide service area, including strategies for serving urban, suburban, and rural communities, as applicable.

**4. Caseload Management and Service Delivery**

Describe how the organization will manage caseloads to ensure timely, effective

representation, including prioritization of high-risk cases, monitoring workloads, and maintaining service quality.

**5. Data Collection, Reporting, and Performance Monitoring**

Describe the systems and processes used to collect, track, and report program data, monitor performance, and ensure compliance with UCS and JCLS reporting requirements.

**6. Tenant Outreach and Legal Education:**

Describe the organization's tenant outreach and legal education efforts, including the target populations to be served, outreach methods employed (e.g., community-based outreach, court-based clinics, partnerships), and strategies used to ensure tenants understand their legal rights and applicable court processes

**7. Early Legal Advice and Case Assessment:**

Describe how the program will provide early legal advice and timely case assessment to prevent default judgments and unnecessary eviction filings. Include a detailed description of intake, screening, and referral procedures, as well as any triage or early intervention strategies.

**8. Representation in Complex Housing Proceedings:**

Describe the organization's experience and capacity to represent tenants in housing subsidy termination proceedings, administrative hearings, Orders to Show Cause, and eviction appeals, particularly in cases where housing stability is at risk.

**Deliverables, Reporting, and Data Collection**

The Awarded Contractor(s) shall be required to submit quarterly and annual reports to enable UCS to monitor contract performance, compliance, and progress toward required deliverables. The reports must include the applicable program areas outlined in Exhibit 9, which is provided as a sample and is illustrative of the type and level of programmatic reporting required of Awarded Contractor(s). Award Contractors must describe program goals and objectives in a manner consistent with quarterly Progress Reports and annual Grantee Activity Reports.

**c. Line-Item Budget Proposal**

Applicants must submit a line-item budget proposal indicating the total amount of funding for a 12-month period. The budget must be on the Required Budget Form available at <http://nycourts.gov/admin/bids/currentsolicitations.shtml>. Line-item budgets should be submitted based on the aggregate amount of funds requested per Judicial District. One line-item budget per Judicial District must be submitted.

Proposals listing total budgeted costs in excess of the Project Budget set forth in Exhibit 7 may be subject to disqualification.

Proposals should include budgeted costs for on-site training, consultation, materials, and other expenses.

Please note that there shall be no other charge, cost, reimbursement, or expense of any kind payable by UCS in connection with or arising from the performance of the Project Services. Applicant shall be solely responsible for all costs and expenses incurred in connection with the performance of Project Services that are not expressly included in its budget and approved by UCS. 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.

**d. Budget Narrative**

Applicant must submit a 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. For equipment expenses, if any, explain the type of equipment (for example, laptop computer, cell phone) to be purchased. For travel expenses, if any, explain which staff will be traveling and the destination, purpose, and frequency of travel.

In the budget narrative, applicants must address each of the budget categories listed in the table below. The budget narrative may present this information in table format or in paragraph form.

Budget Category	Narrative summary of expenses budgeted
<p><b>Salaries</b>                      Detail rationale for salary costs budgeted by position category. Include salary schedules, cost of living adjustment policies and bonus policies.</p>	
<p><b>Fringe Benefits</b>                      Detail fringe benefits available to staff, including the justification of any rate charged. Explain any items budgeted in Other Employee Benefits.</p>	
<p><b>Equipment</b>                      Detail equipment purchases planned, including any replacement schedules for equipment included in the budget.</p>	

<b>Other Non-Personal Services</b> Include brief explanations for all sub-categories in which expenses are budgeted.	
<b>Indirect Costs</b> Attach or explain the indirect cost allocation methodology used to calculate indirect costs.	

e. **Additional Documents**

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

**IX. 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: JeAna Oliver**

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

**“Deliver immediately to JeAna Oliver”  
“Sealed Application - Do not open”  
“RFP # OCA-DGCP-066 Judiciary Civil Legal Services, Eviction Defense, Statewide  
– Due April 15, 2026, at 2:00 PM Eastern”**

b. **Submission Deadline**

Applications must arrive at the address above by no later than April 15, 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-066.” 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. If multiple proposals are submitted by the same bidder, the bidder must clearly indicate to which proposal the withdrawal applies.

**e. Bidder Confidential/Proprietary Information**

If applicable, bidders should 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: JeAna Oliver, Assistant 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-066. No-bid letters may alternatively be sent by email to [JOliver@nycourts.gov](mailto:JOliver@nycourts.gov). Please indicate in “Subject” field: RFP # OCA- DGCP-066 – No-Bid.

**X. QUESTIONS**

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

JeAna Oliver

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

Please indicate in “Subject” field: RFP # OCA- DGCP-066 Question(s)

The deadline to submit questions is Friday, March 18, 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.

## **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(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 and the terms of this RFP, whichever occurs first.

### **Charities Registration**

If a vendor is required to register with the New York State Office of the Attorney General as a charitable organization, the registration must be up to date at the time of contract award.

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.

### **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. UCS will notify Awarded Contractor of any claim, action, or demand for which indemnity is required in the reasonable opinion of UCS and will cooperate reasonably with Awarded Contractor at Awarded Contractor's expense. Any law firm Awarded Contractor chooses to defend UCS must be experienced in defending similar claims and will be subject to UCS approval, which will not be unreasonably withheld. Awarded Contractor may not settle any lawsuit or matter relating to the culpability or liability of UCS without the prior written consent of UCS. UCS reserves the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense.

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

### **Independent Contractor Status**

It is expressly understood and agreed that the Awarded Contractor's status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the Awarded 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, Awarded 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), Contractor shall notify UCS of any substantial change in the ownership, membership, or financial viability of the Awarded Contractor(s) 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](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 and compute all price extensions prompted by the 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. 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(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**

### **A. FOR CONVENIENCE**

By written notice, the Contract may be terminated at any time by UCS for convenience upon thirty (30) days' written notice without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or purchase order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this paragraph, UCS shall remain liable for all accrued but unpaid charges incurred through the date of termination.

### **B. FOR BUDGET MODIFICATION**

1. Notwithstanding any other provision contained in this RFP, 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 Contract, in whole or in part, 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 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, 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 Contract, as applicable.

#### **C. FOR CAUSE**

UCS may terminate the Contract upon written notice to Awarded Contractor if the Awarded Contractor defaults in the observance or performance of any of the terms and conditions of the Contract, and such default is not remedied within thirty (30) days after such notice has been delivered to Awarded Contractor specifying the occurrence, omission, or failure giving rise to such default. In such event, UCS may complete the contractual requirements in any matter it may deem advisable and pursue available legal or equitable remedies for breach. 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, 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 the Awarded Contractor's removal from the UCS/OCA's bidders list for future solicitations.

No failure by UCS to insist upon the strict performance of any covenant, term, or condition of the Contract, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such covenant, term, or condition. No covenant, term, or condition of the Contract to be performed or complied with by Awarded Contractor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by UCS. No waiver of any breach shall affect or alter the Contract but each and every covenant, term, and condition of the Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

#### **D. FOR FINDINGS RELATED TO VENDOR RESPONSIBILITY**

UCS may, in its sole discretion, terminate the Contract immediately if it finds at any time during the term of the Contract that the Awarded Contractor is non-responsible or that any information provided in the Vendor Responsibility Questionnaire submitted with Awarded Contractor's bid was materially false or incomplete, or if the Awarded Contractor fails to timely or truthfully comply with UCS's request to update its Vendor Responsibility Questionnaire.

#### **E. FOR SUSPENSION OR DELISTING OF CONTRACTOR'S SECURITIES**

If the Awarded Contractor's securities are suspended or delisted by the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, as applicable, if the Awarded Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a

receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, UCS may, in its sole discretion, terminate the Contract immediately or exercise such other remedies as shall be available under the Contract, at law, or in equity.

### **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 a “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 VIII (a))
- \_\_\_ Project staff resumes (Article VIII (b))
- \_\_\_ Narrative Description – Proposed Service Delivery (Article VIII (c))
- \_\_\_ Line-Item Budget Proposal/Budget Narrative (Article VIII (d) and Article VIII (e))
- \_\_\_ Judicial District/County Selection Form (Exhibit 8)
- \_\_\_ 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).
- \_\_\_ IRS Determination Letter demonstrating tax-exempt status under Section 501(c)(3)
- \_\_\_ 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)

OCA-DGCP-066 Judiciary Civil Legal Services, Eviction Defense, Statewide

Issued Wednesday, February 25, 2026

Due Wednesday, April 15, 2026, at 2:00 PM Eastern

Affirmation of Understanding and Agreement (UCS 421)

**EXHIBIT 2**

**PROPOSAL COVER SHEET**

**County(ies) applying for:** \_\_\_\_\_

---

Legal Name of Applicant	
Executive Director/CEO	
Address	
Phone	
Fax	
Email	
Website Address (not required)	
Federal Tax Identification No. (TIN)	
Amount of Funding Requested	
New York State Charities Registration Number (unless exemption claimed)	
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

JeAna Oliver  
Assistant Court Analyst  
NYS OCA Division of Grants, Contracts & Procurement  
2500 Pond View, Suite 104  
Castleton-on-Hudson, NY 12033

Dear Ms. Oliver:

Re: RFP #OCA-DGCP-066 Judiciary Civil Legal Services, Eviction Defense, Statewide

**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-066 (Judiciary Civil Legal Services, Eviction Defense, Statewide). 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 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

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Issued Wednesday, February 25, 2026

Due Wednesday, April 15, 2026, at 2:00 PM Eastern

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, 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 per claim (\$3 million aggregate) 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** \_\_\_\_\_

***TOTAL POINTS AVAILABLE FOR THE TWO SCORING CATEGORIES LISTED ABOVE: 75 POINTS***

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

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

**DATE**      \_\_\_/\_\_\_/\_\_\_

**DETAIL RATING SHEETS**

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

**EVALUATOR:** \_\_\_\_\_

**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. Assess the applicant’s experience providing eviction defense and tenants’ rights-related legal services to low-income individuals. *(up to 6 points: 6 = excellent, 5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ A2. Assess the quality of the applicant’s stated organizational capacity to deliver services at the scale required under this RFP, including anticipated caseloads, intake processes, and the ability to respond promptly to referrals or emerging needs. *(up to 6 points: 6 = excellent, 5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ A3. Assess the quality of the applicant’s supervisory structure, timekeeping, and staff oversight. *(up to 6 points: 6 = excellent, 5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ A4. Assess the quality of the applicant’s plan to use technology (including appropriate system for intake, case assignment and management) to enhance access to and deliver quality civil legal services, including an assessment of any stated infrastructure necessary to that service delivery. *(up to 6 points: 6 = excellent, 5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ A5. Assess the applicant’s commitment to understanding and addressing the needs of tenants facing eviction, by ensuring client confidentiality and by incorporating culturally responsive, trauma-informed, and client-centered practices into legal service delivery. *(up to 6 points: 6 = excellent, 5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ A6. Assess the organization’s experience delivering services similar to those contemplated in this RFP, including the length of time such services have been provided, the populations served, and the geographic areas covered. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

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

### DETAIL RATING SHEETS

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

EVALUATOR: \_\_\_\_\_

#### 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 proposed service delivery model for providing comprehensive eviction defense, including how tenants will access services and how cases will be triaged between brief advice, limited-scope assistance, and full representation. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B2. Assess the organization's tenant outreach and legal education, including target populations, outreach methods, and strategies to ensure tenants understand their rights and court processes? *(up to 4 points: 4 = excellent, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B3. Assess the extent to program will provide early legal advice and case assessment to prevent default judgments and unnecessary eviction filings, including intake and screening procedure? *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B4. Assess the applicant's capacity and criteria for providing full legal representation in eviction proceedings, including nonpayment, holdover, illegal lockout, and habitability matters, and how cases will be prioritized. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B5. Assess how the applicant will coordinate with court staff and operate within court settings, including attorney availability during scheduled dockets (in-person and remote) and strategies to support tenant appearance and efficient case processing. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B6. Assess the applicant's experience and capacity to represent tenants in housing subsidy termination proceedings, administrative hearings, Orders to Show Cause, and eviction appeals where housing stability is at risk. *(up to 4 points: 4 = excellent, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B7. Assess applicant's staffing levels, supervision, and scheduling will ensure the ability to meet projected service delivery minimums and respond to fluctuations in court volume and demand. *(up to 4 points: 4 = excellent, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B8. Assess the applicant's systems and processes used to track service delivery, outcomes, and client demographics across all required service categories and to ensure timely, accurate reporting in accordance with UCS requirements. *(up to 4 points: 4 = excellent, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B9. Assess the extent to which the applicant’s stated collaborations, arrangements and relationships with other legal service and community service providers maximize service provision and reduce the likelihood of redundant services, including the ability to leverage state, federal, and local resources?

*(up to 4 points: 4 = excellent, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

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

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

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

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

C. REASONABLENESS OF COST

TOTAL POINTS AVAILABLE: 25 POINTS

TOTAL \_\_\_\_\_

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

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

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

**C. PROPOSED BUDGET (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.

C1. Assess the applicant's proportion of personal service costs (including fringe benefits) as a percentage of the projected overall annual budget. *(up to 10 points)*

10 points: 81-85%

9 points: 76-80%

8 points: 70-75%

7 points: 65-69%

6 points: 60-64%

5 points: 55-59%

4 points: 50-54%

3 points: 45-49%

2 points: 40-44%

1 point: 35-39%

0 points: < 35%

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

Basis for rating

C2. Assess the applicant's proportion of occupancy costs as a percentage of the projected overall annual budget. *(up to 5 points)*

5 points: <4%

4 points: 4-6%

3 points: 7-13%

2 points: 14-17%

1 point: 16-19%

0 points: > 20%

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

Basis for rating

C3. Assess the applicant's proportion of indirect costs as a percentage of the projected overall annual budget. (*up to 5 points*)

- 5 points: <10%
- 4 points: 10-15%
- 3 points: 15.-20%
- 2 points: 21-25%
- 1 point: 26-30%
- 0 points: > 30%

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

Basis for rating

C4. Assess the applicant's proportion of non-personal services costs as a percentage of the projected overall annual budget. (*up to 5 points*)

- 5 points: <15%
- 4 points: 15-20%
- 3 points: 21-24%
- 2 points: 25-28%
- 1 point: 29-32%
- 0 points: > 32%

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

Basis for rating

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

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**EXHIBIT 6**

**APPENDIX B**

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

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

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

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

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

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

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

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

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

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

**Exhibit 7**

**MAXIMUM AVAILABLE FUNDING BY JUDICIAL DISTRICT**

<b>Judicial District</b>	<b>Counties</b>	<b>Total Allocation</b>
1st	New York	\$647,509
2nd	Kings	\$849,133
3rd	Columbia, Sullivan, Ulster, Greene, Albany, Schoharie, Rensselaer	\$350,078
4th	Warren, Saratoga, Washington, Essex, Franklin, St. Lawrence, Clinton, Montgomery, Hamilton, Fulton, Schenectady	\$312,089
5th	Onondaga, Oneida, Oswego, Herkimer, Jefferson, Lewis	\$351,773
6th	Otsego, Delaware, Madison, Chenango, Broome, Tioga, Chemung, Tompkins, Cortland, Schuyler	\$279,386
7th	Livingston, Wayne, Seneca, Yates, Ontario, Steuben, Monroe, Cayuga	\$411,428
8th	Erie, Chautauqua, Cattaraugus, Orleans, Niagara, Genesee, Allegany, Wyoming	\$481,675
9th	Westchester, Putnam, Dutchess, Orange, Rockland	\$481,070
10th	Nassau, Suffolk	\$414,979
11th	Queens	\$589,689
12th	Bronx	\$1,078,536
13th	Richmond	\$252,655
<b>Total</b>	—	<b>\$6,500,000</b>

**Exhibit 8**

**JUDICIAL DISTRICT/COUNTY SELECTION FORM**

Mark the box to indicate the counties where the vendor would be interested in providing services. Mark all that apply.

**First Judicial District** (New York County)

**Second Judicial District** (Kings County)

**Third Judicial District (check here if applying for all, otherwise specify by checking below)**

Albany

Columbia

Greene

Rensselaer

Schoharie

Sullivan

Ulster

**Fourth Judicial District (check here if applying for all, otherwise specify by checking below)**

Clinton

Essex

Franklin

Fulton

Hamilton

Montgomery

St. Lawrence

Saratoga

Schenectady

Warren

Washington

**Fifth Judicial District (check here if applying for all, otherwise specify by checking below)**

Herkimer

Jefferson

Lewis

Oneida

Onondaga

Oswego

**Sixth Judicial District (check here if applying for all, otherwise specify by checking below)**

Broome

Chemung

Chenango

Cortland

Delaware

Madison

Otsego

Schuyler

Tioga

Tompkins

**Seventh Judicial District (check here if applying for all, otherwise specify by checking below)**

Cayuga

Livingston

Monroe

Ontario

Seneca

Steuben

Wayne

Yates

**Eighth Judicial District (check here if applying for all, otherwise specify by checking below)**

Allegany

Cattaraugus

Chautauqua

Erie

Genesee

Niagara

Orleans

Wyoming

**Ninth Judicial District (check here if applying for all, otherwise specify by checking below)**

Dutchess

Orange

Putnam

Rockland

Westchester

**Tenth Judicial District (check here if applying for all, otherwise specify by checking below)**

Nassau

Suffolk

**Eleventh Judicial District (Queens County)**

**Twelfth Judicial District (Bronx County)**

**Thirteenth Judicial District (Richmond County)**

**Exhibit 9**

**SAMPLE PROGRAMMATIC REPORT**

1. Individual Case Services

- Number of cases closed during the reporting period; and
- Number of individuals benefited (each case must benefit at least one individual).

2. Pro Bono Services

- Total number of volunteers anticipated to participate in the program, including attorneys, law students, and other volunteers;
- Description of volunteer roles, including direct case services and non-case services such as intake, community legal education, pro se assistance, clerical support, and administrative functions.

3. Community Legal Education

- Number of individuals benefiting from the dissemination of legal information through outreach events, group presentations, trainings, or workshops;
- Number of individuals receiving legal education through interactive online platforms (e.g., Zoom, livestreamed presentations);
- Exclusion of direct legal assistance (case services) and non-legal services (e.g., medical or shelter services).

4. Pro Se Assistance

- Number of self-represented individuals receiving assistance through workshops, clinics, court help centers, or online forums;
- Number of individuals receiving printed pro se materials;
- Number of self-represented individuals completing forms using LawHelp Interactive, A2J Author, or other publicly accessible web-based document assembly tools;
- Inclusion of assistance provided at both pre-litigation and court stages; and
- Exclusion of full “case” services.

5. Group Services

OCA-DGCP-066 Judiciary Civil Legal Services, Eviction Defense, Statewide

Issued Wednesday, February 25, 2026

Due Wednesday, April 15, 2026, at 2:00 PM Eastern

- Number of nonprofit organizations or other groups benefiting from services, including both open and closed matters;
- Exclusion of the number of individual beneficiaries associated with group services; and
- Exclusion of impact litigation and class action lawsuits.