

OCA-DGCP-068 Research and Technical Assistance Services for NYS Court Personnel Training

Issued Tuesday, March 31, 2026

Due ~~Tuesday, May 5, 2026~~ Monday, May 11, 2026 at

2:00 PM Eastern



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

Office of Court Administration  
Division of Grants, Contracts and Procurement

Request for Proposals #OCA-DGCP-068  
Research and Technical Assistance Services for  
NYS Court Personnel Training

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### 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>

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## **I. BACKGROUND INFORMATION**

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

The UCS’s Office for Justice Initiatives (“OJI”) mission is to ensure equal access to justice for those passing through the doors of every New York State civil, criminal, and family court – regardless of income, background or ability. OJI promotes its mission through innovative programs, ongoing training of legal/judicial stakeholders and active research on relevant topics.

The UCS Office of Court Administration’s (“OCA”) Division of Grants, Contracts & Procurement (“DGCP”) is soliciting proposals via this Request for Proposals (“RFP”) for the purpose of providing research and technical assistance to support and implement trainings for NYS Court Personnel statewide as described in Article II, Project Information.

## **II. PROJECT INFORMATION**

The UCS is the recipient of a New York State Council on Developmental Disabilities (“CDD”) grant (the “Grant Award”) through the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. § 15001, et. seq.; “ACT”) and the New York State Office for People with Developmental Disabilities (“OPWDD”) and the U.S. Department of Health and Human Services. The CDD (the “Grantor”) has been authorized to make sub grants to public and private non- profit agencies to establish model programs, to demonstrate innovative habilitation techniques, and to train professional and paraprofessional personnel with respect to providing services to persons with developmental disabilities.

The DGCP, on behalf of the OJI, is issuing this RFP to solicit proposals from qualified applicants to provide research and technical assistance in support of the development and implementation of a coordinated and targeted training program (the “Project”). The Project will train Family Court judges, court attorneys, court officers, court clerks, and probation officers statewide on current best practices for engaging with individuals with Intellectual and Developmental Disabilities (“ID/DD”) and facilitating access to services for ID/DD individuals within a court setting.

The Project will be implemented over approximately three years. During Year One, the awarded contractor will conduct research and analysis. In Year Two, trainings will be delivered to judges, judicial officers, and other court personnel within each of the four Judicial Departments. In Year Three, regional trainings will be provided for probation officers.

To ensure broad accessibility, trainings will be offered in each of the four Judicial Departments, with sessions held in Brooklyn, Kings County; Manhattan, New York County; Albany, Albany County; and Rochester, Monroe County.

Pursuant to the terms of the Grant Award, \$360,000 is the maximum available funding for Project Services (as set forth in Article V below) performed during May 15, 2026 – December 31, 2028, provided, however, that such period may be extended upon mutual agreement of the Grantor and UCS (the “Project Term”).

UCS anticipates that the selected applicant(s) will be designated a “contractor” rather than a “subrecipient” for purposes of federal requirements of the Grant Award. UCS reserves the right to request a no-cost extension of the Project Term from the Grantor.

**GRANT CHART**

<b>Jurisdictions</b>	<b>Project Goals</b>	<b>Maximum Available Grant Term Funding</b>
New York State, Statewide	<p>The New York State Unified Court System, through its Office for Justice Initiatives (OJI) seeks to enhance the capacity of the justice system to respond effectively to the needs of individuals with intellectual and development disabilities (ID/DD). This project will establish a coordinated statewide training program for Family Court judges, court attorneys, court officers, court clerks, and probation officers, with a qualified agency providing needs assessment, project management, training coordination, and evaluation.</p> <p>The training will be delivered over a three-year period and structured to ensure statewide accessibility by offering sessions in each of the four Judicial Departments (Kings County, New York County, Albany County, and Monroe County). The project timeline is as follows:                      Year 1: Research and analysis                      Year 2: Training for Judges, Judicial Officers, and other court personnel in each Judicial Department                      Year 3: Regional trainings for probation officers</p>	\$360,000

**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>	Tuesday, March 31, 2026
<b>Question Due Date</b>	Tuesday, April 14, 2026 at 2:00PM Eastern
<b>Bid Submission Deadline Date</b>	<del>Tuesday, May 5, 2026</del> <u>Monday, May 11, 2026</u> at 2:00PM Eastern
<b>Estimated Contract Start Date</b>	<del>May 15, 2026</del> <u>June 1, 2026</u>

**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 a single contract for a term commencing on or about ~~May 15, 2026~~ June 1, 2026 and terminating on or about December 31, 2028 (“Contract Term”).

Awarded contractor shall be contractually obligated to provide the Project Services (as described below) 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.

This RFP seeks research and technical assistance support to support the goals outlined in the grant related to NYS Court Personnel training statewide, as described in the grant chart above.

### IV. MINIMUM QUALIFICATIONS

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

- Individuals or organizations with at least three (3) years of experience performing services relevant to those described herein.
- Qualified applicant must demonstrate knowledge of evidence-based practices in the needs of people with ID/DD and have experience in providing training and technical assistance in related subject areas or settings concerning individuals with ID/DD involved in the justice system.
- Qualified applicants must have the capacity to provide Project Services (as set forth in Article V, below).

Please note: Individuals or organizations listed as ineligible on the federal System for Award Management due to suspension or debarment or that have had a contract with the State of New York terminated for cause within the past three (3) years are ineligible for a contract award.

## **V. PROJECT SERVICES**

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

### **Needs Assessment and Evaluation**

- Assist OJI in the development of structured self-awareness assessment and evaluation tools; collect, analyze and synthesize responses for Family Court Judges, court attorneys, court clerks, court officers and probation officers.
- Draft online survey questions, in consultation with the Project Advisory Committee, and distribute to the targeted cohorts via their administering agencies. Targeted cohorts include Family Court, OCA Department of Public Safety, and the NYS Division of Criminal Justice Services, Office of Probation and Correctional Alternatives.
- Analyze survey results and report findings to the Project Advisory Committee.
- Develop, promulgate, collect and analyze the results of survey instruments (i.e., online surveys and focus groups) to assess and evaluate processes and outcomes
- Conduct research on specific issues as required by the Office for Justice Initiatives.

### **Advisory Committee and Focus Group Support**

- Assist OJI in developing methodologies for selecting Project Advisory Committee Members, which is comprised of representatives from each cohort to be trained as well as individuals with ID/DD identified through agencies providing services and advocacy throughout the state.
- Assist OJI in the development and composition of focus groups in consultation with the Project Advisory Committee
- Facilitate focus group sessions and assist OJI in note-taking and synthesizing discussion points for distribution to the Committee. UCS anticipates at least one focus group session per Appellate Division, totaling four sessions at a minimum.

### **Program Development and Publications**

- Assist OJI in developing specifications for evidence-based programming to be implemented in local courts
- Assist OJI in preparing white papers, reports and other publications, including writing, editing, graphic design and printing
- Assist OJI with identifying national stakeholders and networks for potential program expansion
- Assist OJI in identifying potential funders to diversify the project's funding streams

### **Training Program Logistics - Virtual**

- Provide administrative support to OJI in developing curricula and agendas.
- Assist in selecting and engaging appropriate expert presenters for target audiences, including those with lived experience
- Create, manage, and administer online event registrations
- Administer video conferencing platforms to deliver training programs
- Secure professional credentialing logistics, manage logistics, and deliver certifications to participants and presenters
- Manage all presenter logistics
- Develop compile, and analyze post-training evaluation instruments

The results of the needs assessment and the input from the Advisory Committee will inform the number of virtual training programs developed.

### **Training Program Logistics – In-Person**

- Provide administrative support to OJI staff in developing curricula and agendas
- Assist OJI in selecting and engaging appropriate expert presenters for target audiences, including experts with lived experience
- Coordinate training program event space with UCS and external venues, as necessary including negotiating and contracting with venues
- , including negotiating and contracting with venues
- Manage on-site logistics, including communication with venues and participant registration

- Secure Continuing Legal Education (“CLE”) and Social Work Continuing Education Units (“CEU”) materials, manage credentialing logistics, and deliver certifications to participants and presenters
- Manage all presenter logistics including travel reimbursement
- Develop, compile, and analyze post-training evaluation instruments
- Provide appropriate supervision and oversight for any staff included in this project

The Anticipated number of in-person training programs are as follows:

- Year One: Planning Meetings consisting of ten (10) individuals
- Year Two: Thirty-five (35) Judges trained
- Year Three: Five (5) training sessions consisting of seven (7) Probation Officers trained per site

## **VI. INSURANCE REQUIREMENTS**

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

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

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

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

### **Tier II: Evaluation and Scoring**

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

The Organizational Capacity, Proposed Service Delivery, and Reasonableness of Cost scoring categories of each proposal will be reviewed and rated by a team composed of qualified UCS staff. The evaluation of each category will be based on the criteria outlined in Article VII. Total Technical Criteria scores will be averaged across all evaluators. This will produce a Final Score for each proposal submitted in response to this RFP. Scoring will be awarded as follows:

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

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

**Tier III: Final Evaluation**

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

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

**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**

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

1. Briefly describe the proposer’s current principal activities.

2. Briefly describe the proposer’s philosophy of, role in, and approach to, settings concerning individuals with ID/DD involved in the justice system.
3. Describe the proposer’s experience and expertise in providing technical assistance services, particularly within a court or criminal justice setting, including experience across multiple sites. Include a description of technical assistance services (or other related services) provided in connection with CDD grants or similar programs, if any. Include the number and duration of projects.
4. Describe the proposer’s experience in providing technical assistance for developing, facilitating, and coordinating trainings for governmental or public sector employees. If applicable, include a description of services provided in connection with any federal- or state-level grants or similar programs. Include the number and duration of projects.
5. Describe the proposer’s experience in providing technical assistance, both virtual and in-person, to numerous multidisciplinary stakeholder teams engaged in assisting individuals with ID/DD involved in the justice system.
6. Describe the proposer’s capacity to effectively manage government-funded technical assistance projects, including, but not limited to, the ability to meet fiscal and programmatic reporting requirements and compliance standards, as well as the capacity to collect Government Performance and Results Act (GPRA) data for programmatic reporting requirements in partnership with the courts. If the proposer does not have prior experience, describe the proposed plan.
7. Provide an organizational chart showing all supervisory staff (this chart will not be included in the page limit).

**b. Project Staff Resumes**

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

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

Applicants must submit a narrative description of no more than ten (10) pages addressing all of the Project description requirements listed below. Applicant’s descriptions should take into account the specific program goals as listed in the Grant Chart in Article II above.

1. Describe the proposer’s plan to assist OCA/OJI in the development of structured self-awareness assessment and evaluation tools, including methods for collecting, analyzing, and synthesizing assessment responses.
2. Describe the proposer’s approach to designing and executing a methodology for the selection of Project Advisory Committee members. The response should detail the criteria, selection processes, and strategies employed to ensure representation and alignment with required subject-matter relevance.

3. Outline the proposer's plan to assist OCA/OJI, in consultation with the Project Advisory Committee, in the development and composition of focus groups, including participant selection and engagement strategies.
4. Describe the proposer's experience facilitating focus group sessions and the methods that will be used to ensure effective, inclusive, and productive discussions.
5. Explain the proposer's plan to assist OCA/OJI with notetaking during focus group sessions and synthesizing findings, including how summaries will be prepared and shared with the Project Advisory Committee.
6. Describe the proposer's approach to drafting online survey instruments, including collaboration with the Project Advisory Committee, and strategies for distributing surveys to targeted cohorts through administering agencies.
7. Outline the proposer's methods for analyzing online survey data and reporting findings to the Project Advisory Committee in a clear, actionable manner.
8. Describe the proposer's plan to assist OCA/OJI in developing specifications for evidence-based programming to be implemented in local courts, including the use of research and stakeholder input.
9. Discuss the proposer's experience developing white papers, reports, and other publications, including writing, editing, graphic design, and printing, and describe how these services will support project goals.
10. Describe the proposer's approach to developing, disseminating, collecting, and analyzing survey instruments used to assess and evaluate project processes and outcomes.
11. Explain the proposer's capacity to conduct research on the project specific issues as required, including research methodologies, data sources, and reporting formats.
12. Describe the proposer's plan to assist OCA/OJI in identifying national stakeholders and networks and strategies for expanding the project's impact through these relationships.
13. Outline the proposer's approach to identifying potential funders and supporting efforts to diversify project funding streams.
14. Describe the proposer's plan to provide logistical and administrative support for virtual training programs, including curriculum support, presenter selection and coordination, registration management, platform administration, credentialing logistics, presenter logistics, and post-training evaluation.

15. Describe the proposer’s plan to provide logistical and administrative support for in-person training programs, including venue coordination, on-site logistics, credentialing (CLE and CEU), presenter logistics (including travel reimbursement), and post-training evaluation.
16. Describe the proposer’s staffing and management plan, including supervision and oversight of all staff assigned to the project, roles and responsibilities, level of effort, and coordination with OCA/OJI.

**d. Line-Item Budget Proposal**

Proposers must submit a separate line-item budget indicating the total amount of funding requested *for each period* (“Budget Period”) described below within the Contract Term. The proposing organization must include budgeted expenses for any subcontracted services. The budget must be submitted on the Required Budget Form available at <http://nycourts.gov/admin/bids/currentsolicitations.shtml>.

Proposals listing total budgeted costs in excess of the Maximum Available Grant Term Funding set forth in Article II above may be subject to disqualification.

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

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

1. The Budget Periods are:
  - ~~May 15, 2026~~ June 1, 2026 – December 31, 2026 (~~7.5~~ 6 months); maximum budget \$120,000
  - January 1, 2027-December 31, 2027 (12 months); maximum budget \$120,000
  - January 1, 2028-December 31, 2028 (12 months); maximum budget \$120,000
2. The maximum budget for the Contract Term (~~May 15, 2026~~ June 1, 2026– December 31, 2028) is \$360,000.
3. Non-Allowable Costs/Expenses

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

- Major capital expenditures
- Interest costs
- Fundraising costs
- Advertising costs except for recruitment of Project Services personnel
- Entertainment costs
- Food and beverage expenses
- Prizes, rewards, entertainment, trinkets (or any type of monetary incentive)

- Client stipends
- Gift cards

***e.* Budget Narrative**

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

In addition, the Budget Narrative must address the requirements listed below:

1. Discuss how the budgeted categories for the first Budget Period (~~May 15, 2026~~ June 1, 2026-December 31, 2026) will enable the Proposer to conduct research and analysis as described in Article V (Project Services).
2. Discuss how the budgeted categories for the second Budget Period (January 1, 2027-December 31, 2027) will enable the Proposer to conduct training for Judges, Judicial Officers, and other court personnel in each Judicial Department as described in Article V (Project Services).
3. Discuss how the budgeted categories for the third Budget Period (January 1, 2028-December 31, 2028) will enable the Proposer to conduct regional trainings for probation officers as described in Article V (Project Services).
4. Describe the organization's indirect or administrative costs for the annual operating budget. If the organization has a federally negotiated and approved indirect cost rate, please provide the indirect cost rate agreement.

***f.* Additional Documents**

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

**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 and Procurement  
2500 Pond View, Suite 104  
Castleton-on-Hudson, New York 12033  
ATTN: Alina Zielinski**

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

**“Deliver immediately to Alina Zielinski”  
“Sealed Application - Do not open”  
“RFP # OCA-DGCP-068 Research and Technical Assistance Services for  
NYS Court Personnel Training  
– Due ~~May 5, 2026~~ May 11, 2026 at 2:00 PM Eastern”**

**b. Submission Deadline**

Applications must arrive at the address above by no later than ~~Tuesday, May 2026~~ Monday, May 11, 2026 at 2:00 PM Eastern. Any bid/proposal received after this deadline will be declared a late bid and may be disqualified. Notwithstanding the foregoing, a late bid may be accepted by UCS in its sole discretion if: (i) an insufficient number of timely bids/proposals meeting the requirements of this RFB are received; or (ii) the bidder has satisfactorily demonstrated to UCS that the late bid was caused solely by factors outside the control of the bidder. However, in no event shall UCS be obligated to accept a late bid, and in making such determination, UCS will consider whether accepting a late bid would materially benefit or disadvantage a particular bidder. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

**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-068.” 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 must specifically identify those portions of the proposal deemed to contain confidential or proprietary information or trade secrets and must provide justification why such material, upon request, should not be disclosed to parties other than UCS. Bidders are advised that any material deemed confidential by bidder may still be subject to disclosure in connection with any governmental or judicial proceeding or inquiry or as may be required by applicable law, including, but not limited to, Article 6 of the New York Public Officers Law (Freedom of Information Law). Such confidential/proprietary information must be in a separate folder from the non-confidential sections of the proposal.

**f. No-Bids**

Proposers deciding not to answer this RFP are requested to send a no-bid letter to OCA, Attn: Alina Zielinski, 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-068. No-bid letters may alternatively be sent by email to ~~kmroberts@nycourts.gov~~ azielins@nycourts.gov. Please indicate in “Subject” field: RFP # OCA-DGCP-068 – No-Bid.

**X. QUESTIONS**

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

**Alina Zielinski**  
**AZielins@nycourts.gov**

Please indicate in “Subject” field: RFP # OCA-DGCP-068 Research and Technical Assistance Services for NYS Court Personnel Training Question(s)

The deadline to submit questions is **Tuesday, April 14, 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 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, whichever occurs first.

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

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

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

In addition to any rights articulated elsewhere in this solicitation, UCS reserves the right to require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of this solicitation. This clarifying information,

if requested in writing by UCS, must be submitted by the bidder, in accordance with formats as prescribed by UCS at the time said information is requested and, if received by the due date set forth in UCS's request for clarification, shall be included as a formal part of the bidder's proposal. Clarifying information, if any, whether provided orally, visually, or in writing, will be considered in the evaluation process. Failure to provide required information by its associated due date may result in rejection of the bidder's proposal. Nothing in the foregoing shall mean or imply that UCS is obligated to seek or allow clarifications or corrections as provided for herein.

### **Compliance with Laws**

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

### **Confidential/Proprietary Information**

If applicable, applicants should specifically identify those portions of the proposal deemed to contain confidential or proprietary information or trade secrets, and, upon request, must provide justification why such material should not be disclosed to parties other than UCS and the Offices of the New York State Attorney General and Comptroller. Applicants are advised that any material deemed confidential by applicant may still be subject to disclosure in connection with any governmental or judicial proceeding or inquiry or as may be required by applicable law, including but not limited to Article 6 of the New York Public Officers Law (Freedom of Information Law). Such confidential/proprietary information must be easily separable from the non-confidential sections of the proposal.

### **Confidentiality and Data Security**

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

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

Awarded contractor(s) is prohibited from maintaining confidential files and records provided to or generated by awarded contractor(s) in a mobile or portable device. Remote access to the UCS confidential

information is prohibited unless industry standard protocols for remote access are in place (e.g., SSL, VPN). In addition, awarded contractor(s) will be required to comply with the data security and confidentiality requirements of other government agencies that supply data to UCS.

### **Contract Terms**

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

### **Estimated Quantities**

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

Awarded contractor(s) must accept all requests for services placed by UCS during the term of an awarded contract.

### **Federal Requirements**

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

### **Financial Stability**

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

### **Implied Requirements**

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

### **Indemnity**

Awarded contractor(s) shall indemnify, defend and hold harmless UCS, its officers and employees from and against any and all claims, causes of action, damages, costs, liabilities and expenses of any kind (including reasonable attorneys' fees and the cost of legal defense) which UCS may incur by reason of: (i) awarded contractor's breach of any term, provision, covenant, representation or warranty contained in the contract awarded as a result of this bid; (ii) any act, omission, negligence or intentional misconduct of awarded contractor(s) or its employees, subcontractors, agents, volunteers or of other persons under its direction and control; (iii) awarded contractor's performance or failure to perform under the contract; or

(iv) enforcement by UCS of the awarded contract or any provisions thereof.

### **Independent Contractor Status**

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

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

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

### **Intellectual Property**

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

### **Minor Bid Irregularities**

Provided the same will not materially benefit or disadvantage any particular bidder or substantially alter the requirements of this bid, UCS may: (i) waive technicalities; (ii) waive minor irregularities, omissions or incompleteness 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.

Payment for services performed under the awarded contract shall be conditioned upon the acceptance and approval of such services. Payment shall also be conditioned on whether those services are sufficiently complete both in accordance with the RFP specifications and to the extent necessary for UCS to utilize those services for their intended purpose.

### **Pricing**

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

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

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

Pricing will remain unchanged during the Contract Term.

### **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(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.

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, exercising any or all remedies available to UCS and New York State, including, but not limited to: the Awarded Contractor(s) both being declared non-responsible by the UCS/OCA pursuant to the UCS and Office of the State Comptroller's guidelines on vendor responsibility and/or being removed from the UCS/OCA applicants list for future solicitations.

#### **A. 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 “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.**

\_\_\_ Document Enclosure Checklist (Exhibit 1)

\_\_\_ 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))

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

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

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

p.3 - Non-Collusive Bidding Certificate

p.4 - Corporate Acknowledgment

N/A Attachment II – Not Applicable

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

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

paper questionnaire

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

Disclosure of Prior Non-Responsibility Determination (UCS 420)

Affirmation of Understanding and Agreement (UCS 421)

**EXHIBIT 2**

**PROPOSAL COVER SHEET**

**Research and Technical Assistance Services for NYS Court Personnel Training, \$360,000 total available funding**

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 (if applicable)	
Years in Operation	

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

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

**Verification:**

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

\*\*\*\*\*

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

\*\*\*\*\*

**EXHIBIT 3**

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

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

Date

Alina Zielinski  
Assistant Court Analyst  
NYS OCA Division of Grants, Contracts and Procurement  
2500 Pond View, Suite 104  
Castleton-on-Hudson, NY 12033

Dear Ms. Zielinski:

Re: RFP # OCA-DGCP-068 Research and Technical Assistance Services for NYS Court Personnel Training

**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-068 (Research and Technical Assistance Services for NYS Court Personnel Training). 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 and capacity of the undersigned individual is affirmed by the enclosed Resolution of the Corporate Board of Directors of [INSERT OFFEROR NAME].

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**Signature**

**[INSERT OFFEROR SIGNATORY NAME]**

**[INSERT TITLE]**

**[INSERT OFFEROR COMPANY NAME]**

**EXHIBIT 4**

**INSURANCE REQUIREMENTS**

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 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**  
**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.