

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID/PROPOSAL—

(This is not an order)

**BID MUST BE MADE ON THIS SHEET
OR AS OTHERWISE SPECIFIED**

Marie-Claude Ceppi NYS Office of Court Administration 25 Beaver Street, R-840 New York, NY 10004 (Agency Name and Address)
Direct Inquiries to: Marie-Claude Ceppi Email: Mceppi@nycourts.gov

Price to include delivery to (describe exact location and method of delivery)

Per attached RFB/RFP Specifications

Bid Number: OCA/HR-202	Commodity Group:
Issue Date: 08/14/2013	Commodity Name: CONSULTING SERVICES
Opening Date: 09/04/2013 Time: 3:00 PM	

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" ARE FULLY INCORPORATED HEREIN.

Agency's Specification of item(s) Required (include quantities) UCS ATTACHMENTS I, III, IV AND V ATTACHED & INCORPORATED HEREIN.	Bidder's Quotation and Specific Description of Item Offered Respondents are to submit all required documentation and pricing in the format prescribed by the attached RFB/RFP Specifications.
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NOTICE TO BIDDERS

Pursuant to the Rules and Regulations of the Chief Administrator for the Courts, sealed responses for furnishing the item(s) in this Solicitation will be received at the above address. When submitting a response, you must:

1. Complete this form in its entirety using ink or typewriter and return with all other documents.
2. Explain any deviations or qualifications if your response deviates from the specifications. If necessary, attach a separate sheet setting forth such explanations.

3. Sign the Solicitation Forms. The Bid/Proposal response must be completed in the name of the respondent (corporate or other) and must be fully and properly executed by an authorized person.

4. INDICATE THE SOLICITATION NUMBER, THE OPENING DATE AND TIME ON THE ENVELOPE CONTAINING THE SEALED RESPONSE.

5. Mail the bid/proposal response to the above agency address in sufficient time for it to be received before the specified bid opening.
LATE RESPONSES WILL BE REJECTED.

BIDDER HEREBY CERTIFIES THAT THE ABOVE QUOTED (OR OTHERWISE NOTED) PRICES ARE APPLICABLE TO ALL CUSTOMERS FOR COMPARABLE QUANTITIES, QUALITY, STYLES OR SERVICES.

RESPONSES MUST BE SIGNED

Bidder's Firm Name		Employer's Federal Identification Number:	
		NYS Vendor ID Number:	
Address Street	City	State	Zip
Bidder's Signature		Official Title	
Printed or Typed Copy of Signature		Area Code/ Telephone Number Email Address	

DOCUMENT ENCLOSURE CHECKLIST

____ Bid Response Form must be fully executed and included in bidder's proposal. Failure to do so will immediately disqualify bidder's response.

The following documents must be fully executed and included in bidder's proposal. Failure to do so may disqualify bidder's response:

- ____ UCS Request for Bid Form with original signature
- ____ Attachment I - Non-Collusive Bidding Certificate, p.3
 Corporate Acknowledgment, p.4
- ____ Attachment II - Not Applicable
- ____ Attachment III - Vendor Responsibility Questionnaire
 - questionnaire filed online via OSC VendRep System and updated/certified within six (6) months of this RFB bid opening date, or
 - paper questionnaire attached
- ____ Attachment IV - Procurement Lobbying forms
 - Disclosure of Prior Non-Responsibility Determination (UCS 420)
 - Affirmation of Understanding and Agreement (UCS 421)
 - Termination Clause (UCS 423)
- ____ Attachment V - Consultant Services Agreement/Employment Reporting (UCS 475)
- ____ Certificates of NYS Workers' Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. Please see paragraph "Insurance Requirements" for a list of accepted forms. See the Workers' Compensation Board website for further information in obtaining these forms from your insurance carrier: www.wcb.state.ny.us. Please note that the ACORD certificate is not accepted as proof of workers' compensation and disability insurance coverage.
- ____ Copies of bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications
- ____ List of three (3) references (names, contacts, addresses, phone numbers, emails)
- ____ Organizational Chart
- ____ Resumes of Project Lead and other consultants
- ____ Narrative of bidder's organization, experience, methodology and approach, including publications (if any)
- ____ Statement of bidder's other contractual obligations
- ____ Description of three (3) prior, similar consulting projects
- ____ Original bid response + three (3) complete copies

DOCUMENTS ENCLOSURE CHECKLIST (cont.)

_____ Signed Documents Enclosure Checklist

Company Name: _____

Authorized Officer's Name and Title: _____

Signature: _____ Date: _____

To be complete, a bidder's bid response must include ALL the above documents. All documents requiring an original signature must bear the BLUE INK signature of the same authorized individual. Signatory notarization must be that of the person whose signature is affixed to all required documents.

***** GENERAL SPECIFICATIONS *****

I. The RFB/RFP Process

Note to Bidders

1. Attachment I - Standard Request for Bid Clauses & Forms and Attachment IV - Procurement Lobbying Law required forms

In addition to such other specifications and criteria as are presented herein, the NYS Unified Court System Attachment I - Standard Request for Bid Clauses & Forms, and Attachment IV - Disclosure of Prior Non-Responsibility Determination (UCS 420) as well as Affirmation of Understanding and Agreement (UCS 421) and Termination Clause (UCS 423) pursuant to the Procurement Lobbying Act, which must be downloaded or printed from the UCS Contract & Procurement website under "Addenda" for the appropriate solicitation, are incorporated and made a part of this solicitation.

2. Attachment III - Vendor Responsibility Questionnaire

The NYS Unified Court System (UCS) is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. The Vendor Responsibility Questionnaire, a required component of all UCS solicitations, is designed to provide information to assist UCS in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each prospective contractor's legal authority to do business in New York State, business integrity, financial and organizational resources, and performance history (including references).

The UCS recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. However, vendors may choose to complete and submit a paper questionnaire. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the UCS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Bidders who file the Vendor Responsibility Questionnaire online via the OSC VendRep System are requested to checkmark the appropriate box on the Document Enclosure Checklist. Please note that online submissions must be certified and dated/updated not more than six (6) months prior to the bid opening date of this RFB/RFP. Bidders' authorized signature of the RFB/RFP form will serve as confirmation that bidders have knowingly filed their questionnaire online if the paper questionnaire is not included with the bidder's submission.

3. Attachment V - Consultant Services Agreement/Employment Reporting

Bidders are required to complete Form #UCS-475, pursuant to consultant disclosure legislation passed in 2006. Please see link to Attachment V on the UCS website.

4. New York State Vendor File Registration

Prior to being awarded a contract pursuant to this solicitation, the bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the New York State Office of the Comptroller ("OSC"). This is a central registry for all vendors who do business with New York State agencies and the registration must be initiated by a State agency. Following the initial registration, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to vendors for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York.

If the bidder is already registered in the Vendor File, the vendor must enter the vendor's ten-digit Vendor ID on the first page of this bid document.

If the bidder is not currently registered in the Vendor File, upon award of a contract the Bidder must complete the OSC Substitute W-9 Form (http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf) and submit the form to UCS. **The UCS will initiate the vendor registration process** for the awarded contractor. Once the process is initiated, awarded contractor will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website:
http://www.osc.state.ny.us/vendor_management/.

Online RFB/RFP Package: Disclaimer

Bidders accessing any Unified Court System/Office of Court Administration (hereafter "UCS/OCA") solicitations and related documents from the New York State UCS website

www.nycourts.gov/admin/bids under "Current Solicitations" shall remain solely and wholly responsible for reviewing the respective solicitation & 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.

Bid Response/Proposal: Original and Copies

Bidders shall submit all the following required **original RFB/RFP documents**: Bid/Proposal; Executed RFB/RFP Form; Attachment I - pages 3 and 4 of 10; Attachment III - Vendor Responsibility Questionnaire (see paragraph 2 of the General Specifications); Attachment IV - Disclosure of Prior Non-Responsibility Determinations UCS 420, Affirmation of Understanding and Agreement UCS 421 as well as Termination Clause UCS 423; Attachment V - Consultant Services Agreement/Employment Reporting (UCS 475); and any other required documentation, brochures or materials listed on the Document Enclosure Checklist.

Failure to provide all required documentation, brochures or materials, or the failure to provide the requested number of copies may result in disqualification of a bidder's response.

Binding Nature of Bid/Proposal on Bidders

All bids/proposals shall remain binding on bidders until such time as the Office of Court Administration (hereafter OCA) provides written notification of its intent to award the contract to a specific bidder or until the bidder withdraws its bid/proposal in writing, whichever occurs first.

Packaging, Identifying and Delivering of Bids/Proposals

Bidders may **not** submit their bid/proposal responses online.
Bids/Proposals must be **clearly addressed and submitted to**:

Marie-Claude Ceppi
Management Analyst
NYS Office of Court Administration
25 Beaver Street, R-840
New York, NY 10004

All envelopes/cartons must also be labeled with the following information on two sides:
"Deliver immediately to Marie-Claude Ceppi R-840"
"Sealed bid - Do not open"
"OCA/HR-202 due September 4, 2013 at 3:00 p.m."

OCA/HR-202
Court Officers Minimum Qualification
Requirements - Consulting Services

Bid Opening Date: September 4, 2013 at 3:00 pm

Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please note that bids/proposals must be received by the above-named OCA-designated person by **September 4, 2013 at 3:00 pm** at the latest or bids will be declared a "late bid" and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

No-Bids

Bidders are requested to send a no-bid letter to OCA, Attn: Marie-Claude Ceppi, at the above address, should they decide not to answer this solicitation. The envelope shall be clearly marked in the lower left corner as follows: OCA/HR-202.

Questions

Any and all questions bidder may have in connection with this solicitation are to be directed **by email only** to the attention of Marie-Claude Ceppi at mceppi@nycourts.gov.

Please indicate in "Subject" field: OCA/HR-202 Question(s)

The deadline to submit questions is **August 21, 2013 at 5:00 pm**. No questions will be entertained after this deadline. A written Questions & Answers (Q&A) listing all the questions received and their answers will be posted on the UCS website at www.nycourts.gov/admin/bids under RFB# OCA/HR-202 and sent to the bidders list. Following the pre-bid conference, a revised Q&A reflecting questions and answers raised at the pre-bid conference will be posted on the UCS website at www.nycourts.gov/admin/bids under RFB# OCA/HR-202 and sent to the bidders list.

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

Pre-Bid Conference

A pre-bid conference will be conducted at **2:00 pm** sharp on **August 23, 2013, at the Office of Court Administration, 25 Beaver Street, Room 1020, New York, NY 10004**. While this conference is not mandatory, bidders are strongly encouraged to attend to benefit most directly

and immediately from any issues or clarifications presented. Bidders are urged to notify Marie-Claude Ceppi by email at mceppi@nycourts.gov of their attendance and of the number of people in their party.

Estimated Quantities

Any requirements specified in this solicitation constitutes estimates only, and accordingly no commitment or guarantee to reach any specified volume of business is made or implied. UCS may, in its sole discretion, direct that a Step or Deliverable (each as defined below) shall not be performed or delivered, as the case may be.

Compliance with Laws

Awarded contractor(s) must be compliant with all applicable federal, state and local laws, rules and regulations prior to and during the provision of all services under the contract resulting from this RFB/RFP. Awarded contractor(s) must provide proof of workers compensation and disability benefits insurance coverage under NYS law with its proposal or, if it is exempt from such coverage, proof of exemption (See "Insurance Requirements.").

Independent Contractor Status

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

Rejected and Unacceptable Bids/Proposals

The OCA reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, OCA may reject any bids/proposals from any bidders who are in arrears to the State of New York upon any debt or contract; or who have previously defaulted on any contractual obligations, (as 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, who have any proceeding pending against them relating to the responsibility or qualification of the bidders to receive public contracts or who are found to be non-responsible based on any of the criteria specified in the section headed 'Responsible Bidder'.

Responsible Bidder

A bidder shall be defined as "responsible" in accordance with, but not limited to, references, past performance history, financial stability, compliance with, and the resources to meet the requirements of this RFB's general and detailed specifications, the criteria set forth in paragraph 2 of the General Specifications (Attachment III-Vendor Responsibility Questionnaire) and the criteria set forth in the paragraph headed "Rejected and Unacceptable Bids/Proposals" as well as any other criteria necessary and reasonable to establish the bidder's responsibility.

Insurance Requirements

Awarded contractor shall be required to maintain during the term of the contract, including any renewal terms, at their own cost and expenses:

1. **Workers' compensation and disability benefit insurance coverage** as required under NYS law. Each bidder must provide with its proposal proof of such workers' compensation and disability benefits insurance coverage or, if it is legally exempt from such coverage, proof of exemption. Bidder must obtain the appropriate Workers Compensation Board forms from its insurance carrier or licensed agent, or must follow the procedures set forth by the Workers' Compensation Board for obtaining an exemption from coverage. See Workers' Compensation Board website at www.wcb.state.ny.us/content/main/Employers/IM.pdf for a manual listing required forms and procedures.

Only the following forms will be accepted:

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 Workers' Compensation Group Self-Insurance; or
- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

- **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
- **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

Please note: An ACORD Certificate of Insurance is not acceptable proof of NYS workers' compensation or disability benefits insurance coverage.

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

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

All insurance coverages shall be obtained from commercial insurance carriers admitted to do business in the State of New York and shall name UCS as an additional insured or loss payee as appropriate, and shall provide for at least thirty (30) days advance written notice to UCS of cancellation or non-renewal.

Confidentiality

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

Awarded contractor shall use, and require its employees and authorized agents to use, at least the degree of care a reasonably prudent person would use to protect and prevent improper access to the records. User Agency shall store and maintain the records in a manner physically and electronically secure from access by unauthorized persons. User Agency may not copy, backup or otherwise archive the records for any purpose other than the permitted use herein, or maintain any such records in a mobile or portable device.

Indemnity

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

Subcontracting

Subcontracting shall not be allowed without prior written approval of UCS.

If Bidder intends to subcontract any of the services or portion thereof required by this RFB/RFP, all subcontractors must be identified in bidder's proposal with a description of the services to be performed by the particular subcontractor, and any and all required information necessary to enable UCS to evaluate the subcontractor and services to be performed under this RFB/RFP.

Any changes in subcontractors by awarded contractor, will be subject to the prior written approval of UCS in its sole discretion. The names must be submitted in ample time to permit acceptance or rejection of each proposed subcontractor by UCS without causing delay in the services required by the contract.

The awarded contractor will be the prime contractor and will be responsible for all services required by this RFB/RFP. The UCS will communicate only with awarded contractor and the awarded contractor shall remain wholly liable for the performance by and payment to any subcontractors, their employees, agents, consultants or representatives.

Bidder's Proprietary Information

Information construed as proprietary by a submitting bidder must be marked as such and will be so regarded by OCA. If possible, such information should be submitted in a separate folder attached to the proposal to be valid; however, all information must be available for review. Viewing of information designated as proprietary will not be construed to violate the constraints of proprietary information.

Financial Stability

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

Work for Hire

If awarded contractor produces any materials for UCS pursuant to this RFB/RFP, such work shall be deemed "work for hire" and shall be governed by the terms of Appendix B (See Exhibit 1.)

Termination

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

In addition to any other rights or remedies it may have, UCS may terminate an agreement with awarded contractor upon written notice to contractor: (i) in its sole discretion, without cause, upon thirty (30) days written notice to Contractor, (ii) in the event that any representation made by the contractor in connection with this RFB shall prove to be false or misleading in any material respect, (iii) upon a determination that Contractor is non-responsible or (iv) if Contractor defaults in the observance or performance of any of the terms and conditions of such agreement, and such default is not remedied within thirty (30) days after such notice has been delivered to contractor specifying the occurrence, omission, or failure giving rise to such default.

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.

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.

Clarification/Correction of Bids/Proposals

In addition to any rights articulated elsewhere in this solicitation, the 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 required 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 it is obligatory upon UCS to seek or allow clarifications or corrections as provided for herein.

II. RFP# OCA/HR-202

The NYS Unified Court System (UCS) is soliciting sealed bids to provide consulting services to (1) analyze the physical ability requirements for the NYS Court Officer job; (2) review the design and content of the current physical ability test (PAT) and, based on the physical ability requirements, revise the PAT as necessary to ensure that the selection procedure is valid; (3) recommend a valid passing point on the PAT; (4) review and update the medical guidelines & physicians' manual currently used for the pre-employment medical examination based on the physical ability requirements; and (5) review and make recommendations as necessary regarding the current minimum qualification requirements for the NYS Court Officer job.

Awarded contractor (hereinafter sometimes, "Contractor" or "contractor") must develop and validate the PAT in accordance with professional and legal standards (e.g., Uniform Guidelines

on Employee Selection Procedures, 1978; SIOP Principles for the Validation and Use of Personnel Selection Procedures, 1987; 2003) to ensure that it is job-related, fair, and a reliable predictor of successful on the job performance. The type of test recommended must be practical in terms of the logistics and cost of administration to large numbers of candidates and be safe for the candidates and the administrators. In addition, UCS is seeking a selection instrument that minimizes or eliminates the potential for adverse impact. See paragraph "Scope of Work and Services Required."

Background

After successful completion of basic training in the Court Officers Academy, NYS Court Officer-Trainees are assigned to one of 12 judicial districts across New York State. NYS Court Officers are highly trained law enforcement professionals responsible for the security and protection of judges, court employees and the public in courthouses and court facilities throughout New York State.

Under the direct supervision of a New York State Court Officer-Sergeant and the general supervision of the Chief Clerk or other security supervisory personnel, New York State Court Officer-Trainees serve a two-year traineeship during which time they are responsible for maintaining order and providing security in courtrooms, court buildings, and grounds. After completion of formal training at the Court Officers Academy, NYS Court Officer-Trainees are assigned to courts and court agencies to begin the on-the-job training portion of their traineeship which will include training in court operations and security services. NYS Court Officer-Trainees are required to wear uniforms and are peace officers authorized to carry firearms, execute bench warrants, and make arrests. NYS Court Officers escort judges, jurors, and witnesses to and from courtrooms, guard misdemeanants and felons in courtrooms and escort them to and from holding pens. At the end of the two-year traineeship, successful candidates promote to NYS Court Officer.

Scope of Work and Services Required

The scope and depth of the job analysis to be performed in response to this RFP is expected to meet the standards of a "thorough" job analysis and, as such, shall conform to the Principles for the Validation and Use of Personnel Selection Procedures (Division 14 of the Society of Industrial and Organizational Psychology, 1987). The design of the study, the data collection methods to be used, and the required documentation shall also conform to the Federal Uniform Guidelines on Employee Selection Procedures (FR32, Aug, 1978, P. 38314).

The following work tasks, labeled **Steps 1-14**, are expected to be performed by Contractor in order to satisfactorily develop the NYS Court Officer Physical Ability Job Analysis and Physical Ability Test (PAT). However, UCS may require Contractor to make modifications based on unforeseen changes or shifts in law, regulations or UCS policy.

Step 1. Conduct a review of existing information with regard to the UCS's NYS Court Officer job classification and selection process. The UCS will provide the Contractor with the following documents:

- Prior job analysis reports
- Existing job specification
- Job announcements used in recent recruitments
- Description of the current PAT
- Statistics regarding applicant flow through the PAT
- Prior medical guidelines and physicians' manual

Step 2. Provide briefing documents, in a searchable electronic format, to representatives of UCS that present a summary of the proposer's planned physical ability job analysis activities and overall project plan.

Step 3. Consult as deemed necessary with UCS in conducting site visits to directly observe NYS Court Officers at work in different courts and judicial districts. The locations for the observations will be determined in consultation with UCS to ensure that the physical ability job analysis captures all variations in the position throughout the state. The Contractor will meet with Court Officer Academy staff to review Court Officer Recruit performance requirements and to identify strengths and weaknesses of recent candidate pools, as well as meet with other relevant Court Security staff subject matter experts to gather additional information (e.g., critical incidents describing actual job situations) regarding the physical demands of the NYS Court Officer job. UCS will participate as necessary in arranging and coordinating site visits, meetings, interviews, and/or panel discussions involving members of the Court Security staff.

Step 4. Develop a sampling plan with respect to the selection of participants who will be involved in the physical ability job analysis and linkage questionnaires. The plan must include the number of participants, the names of participants with rank information, ethnicity, gender, assignments and any other necessary categories. The Contractor shall present the rationale for the

sampling plan, as required by UCS.

Step 5. Review and revise as needed the current physical ability job analysis questionnaire (PAJAQ) that addresses the physical aspects of the NYS Court Officer job. The UCS will provide electronic and/or written versions of the current PAJAQ (i.e., draft task, knowledge, skill, and ability statements).

Provide UCS with the final revised version of the PAJAQ. UCS will administer the questionnaire to those identified in the sampling plan. UCS will provide the contractor the data file of the PAJAQ. The data from the PAJAQ shall be analyzed statistically by the Contractor to determine the reliability of the responses and to obtain a listing of the critical tasks and physical abilities. The Contractor shall be responsible for performing all functions associated with analyzing the job analysis data and applying decision criteria to determine the criticality of task statements and physical abilities. The analysis shall be conducted in a manner that meets or exceeds current professional standards and legal guidelines.

Step 6. Facilitate the development of a linkage process to allow subject matter experts to link, through a process of association, important physical abilities needed to perform each important job task. The contractor must facilitate the linkage process regardless of the number of tasks and physical abilities.

The contractor will provide UCS with the final version of the linkage questionnaire. UCS will administer the questionnaire to those identified in the sampling plan. Data from the completed questionnaires will be returned to the Contractor by UCS for analysis. The analysis must be conducted in a manner that meets or exceeds professional standards and legal guidelines.

Step 7. Prepare and deliver, in a searchable electronic format, a preliminary report of the physical ability job analysis results that clearly identifies the most important physical job tasks as well as the important physical abilities or attributes necessary for successful completion of those tasks. Based on these findings, recommend a valid selection procedure (i.e., test plan) to screen/rank candidates on the important physical abilities or attributes needed for successful job performance. The report will describe the selection component in detail, including relative weights for any parts of the component, what will be measured vis-a-vis the component, scoring methodology, and any other necessary information. The report shall contain an explanation for any important physical abilities that are not measured by the selection component. Information acquired from the literature review should also be considered in the test plan. The rationale for the preferred test format must be clearly and fully documented, and include a discussion of alternative plans considered.

Step 8. Present, in a searchable electronic format, to representatives of UCS, a summary of the findings of the physical ability job analysis, the proposed plan to evaluate NYS Court Officer candidates on their physical abilities (i.e., the design of the selection component), and a description of how the component should be administered. The Contractor shall recommend the empirical model (e.g., borderline-group method, contrasting group method, up-and-down method, regression method) and overall approach to ensure that the passing point established for the selection procedure is valid and in compliance with applicable law. The Contractor shall identify how many participants will participate in the validation study, how they will be selected, their role in the study, and any other necessary criteria. UCS will assist with the logistics involved in scheduling and coordinating meetings between the Contractor and members of the Court Security staff for the purpose of conducting the study.

Step 9. If the proposed test plan and passing point study is accepted by UCS, the Contractor will:

- 1) convene another group of UCS subject matter experts (SMEs) to determine the extent to which each important physical abilities and/or task is covered by the components of the selection procedure/examination that is planned. Contractor shall facilitate SMEs review of the selection procedure to determine appropriateness (e.g., relevancy and "fidelity" with the job). Contractor shall provide opportunities for SMEs, including Court Security staff to recommend changes to the selection procedure to ensure its validity;
- 2) produce a candidate preparation guide and a test administrator's manual for the physical performance examination, and;
- 3) conduct the passing point study as planned.

Step 10. Provide a briefing to UCS representatives outlining the results of the validation study and cut score analysis.

Step 11. Develop valid medical guidelines and an associated physicians' manual based upon the results of the PAJAQ which will be used to evaluate entry-level NYS Court Officer-Trainee candidates.

Step 12. Provide briefing to UCS representatives outlining the results of the review of the medical guidelines study, and proposed recommendations/revisions, as necessary.

Step 13. Review of existing information with regard to the minimum qualifications requirements

(MQRs) for the Court Officer job and make recommendations with supporting documentation.

Step 14. Prepare a final validation report that describes all the physical ability job analysis, test development and medical guidelines (physicians’ manual) activities performed. The report must include all the information collected and prepared in connection with the physical ability job analysis process and medical guidelines as described. The report must conform to the requirements specified in the Federal Uniform Guidelines on Employee Selection.

Project Timeline

Steps*	Date(s)**
1	11/4-11/15/2013
2	11/18/2013
3	11/18-12/6/2013
4	12/11/13 - 1/17/14
5	1/17/14
6	3/7/14
7	4/7/14
8	4/21/14
9	4/22/14 - 5/09/14
10	5/12/2014
11	5/23/14
12	6/23/14
13	7/7/14
14	10/31/14

***Detailed description contained in “Scope of Work and Services Required”**

**** In the event the commencement date of the awarded contract subsequent to 11/1/13, all dates will be adjusted correspondingly, maintaining the same time frames.**

Pricing

Pricing will be on a fixed fee (“Fixed Fee”), subject to an hourly rate for modifications in the scope of work, as specified below.

Hourly rates may be used to negotiate modifications in the scope of work if deemed necessary by UCS; provided, any increase in the scope of work requiring more than fifty (50) additional consultant hours and/or greater than a 10% increase in the Fixed Fee shall be subject to the approval of OSC.

Bidders shall quote in the attached Bid Response Form:

1. A total Fixed Fee to timely complete the project as described under the Steps, Project Timeline and Payment Schedule set forth below.
2. An hourly consulting rate to be applied in the event of modifications to the scope of work.

Fees and rates shall be net and shall include all services and deliverables described in these specifications, as well as all expenses. 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 services, except for travel reimbursement, as set forth below. Pricing shall remain unchanged for the duration of the initial term and any extension of the contract.

With prior UCS written approval, the awarded contractor will be reimbursed for actual expenses incurred for reasonable and necessary transportation, meals and lodging required to perform onsite services in accordance with applicable UCS guidelines.

Payment

Subject to the requirements contained in this RFB/RFP and the awarded contract, UCS shall pay to awarded contractor the Fixed Fee in installment payments for each Deliverable completed, timely delivered to, and accepted by UCS, in its sole reasonable discretion, in the amounts set forth in the Payment Schedule, below. UCS shall be permitted to hold back an amount of not more than ten percent (10%) of the Fixed Fee. The accrued hold back shall be due and owing

within thirty (30) days following final acceptance by UCS of the project.

In the event that one or more Steps or Deliverables are not performed or delivered, as the case may be, the Fixed Fee (including the hold back payment) shall be adjusted proportionately, subject to the amounts contained in the Payment Schedule. All amounts due and owing shall be payable within thirty (30) days of submission by awarded contractor and approval by UCS of invoices satisfactory to UCS and OSC.

Payment Schedule

Fee %	Deliverable
10%	Project Plan; SME Requirements
10%	Final PAJAQ
10%	Linkage Questionnaire
10%	CO PAJAQ Preliminary Report*
10%	CO PAT Validation Study Report
10%	CO PAT Preparation Guide/Administrator Instruction Manual
10%	Medical Guidelines and Physicians' Manual
10%	MQRs Report
10%	Final Validation Report **
10%	Final Acceptance

* Preliminary Report includes: identification of most important physical job tasks, physical abilities, and recommendations for valid selection procedures.

** Final Validation Report includes all activities in step 14.

Term of Award: Initial Term and Optional Renewals

A. The initial term of the contract shall be one (1) year and shall commence on or about November 1, 2013.

B. Upon written notice to Contractor, UCS reserves the right to extend the term of the awarded contract for a period not to exceed six (6) months, upon the same terms and conditions, at no additional cost or expense to UCS.

Bidder's Qualifications

Bidder must have comparable work experience in conducting physical ability job analyses which includes an examination of the physical demands of the job and development of physical ability tests for uniformed ranks in law enforcement/public safety entities in a metropolitan area with a population over 250,000. Bidders must also have experience developing medical guidelines for pre-employment medical examinations for law enforcement/public safety jobs and have the experience and ability to apply the above knowledge to derive minimum qualification requirements.

Minimum Qualifications

At least five (5) years of experience in performing physical ability job analyses which included an examination of the physical demands of the uniformed ranks and developing examination components for law enforcement/public safety agencies in metropolitan areas with a population over 250,000.

Experience developing physical ability tests, conducting validation studies and cut score analyses for at least three (3) law enforcement/public safety agencies within the last ten (10) years in a metropolitan area with a population over 250,000.

Relevant experience developing medical guidelines and associated physicians' manual used to evaluate entry-level law enforcement/public safety candidates within the last five (5) years.

Bidder must identify the persons who will be responsible for directing the work to be performed under the contract. The personnel, commitments, and resources identified in bidder's response will be considered essential to the work to be performed under this RFP. Replacement of any personnel will be with personnel of equal ability and qualifications. Prior to diverting any of the specified individuals to other projects or changing the level of effort of the specified individuals, bidder will be required to submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the project. No deviation by the awarded contractor or substitutions of such responsible persons will be made without prior, written approval by the UCS.

Documents to be included in bidder's proposal (See also Documents Enclosure Checklist)

1. A Narrative of Bidders' Organization, Experience, Methodology and Approach (max. 10 pp.)

Bidders shall provide with their proposal a narrative describing their company's qualifications and experience as well as their methodology and approach, with an emphasis on performing job analysis, developing physical abilities tests, examining physical demands, conducting validation studies and cut score analyses for entry-level enforcement/public safety positions in metropolitan areas with a population over 250,000.

Bidders shall include in the Narrative a description of its experience in:

- ▶ providing consultation and expert testimony regarding the validity of examinations in appeals processes and litigation;
 - ▶ developing medical guidelines/standards used to evaluate entry-level law enforcement/public safety jobs in agencies in metropolitan areas with a populations over 250,000;
 - ▶ linking the results from a physical ability job analysis to defensible medical guidelines and/or a physician's manual that was used in entry-level evaluation of candidates; and
 - ▶ training, education and experience of their staff as evidenced by resumes.
 - ▶ Bidder shall describe its organizational and financial capacity.
- An Organizational Chart identifying the names and titles of the Project Lead and all project team members.
 - Detailed Resumes of Project Lead and all other personnel bidder proposes to perform services; such resume for each project team member shall include past performance on similar projects and reporting relationships within the project.

- A Statement of Bidder's Other Contractual Obligations which might impact on the capabilities of bidder to perform the requirements of the contract in an accurate, timely and objective manner.
- Three (3) References including the company/agency name, complete address, contact name, title, telephone number and email address and description of project, for whom the bidder has provided similar services at any time during the past five (5) years.

The UCS reserves the right to contact any or all references to ascertain the following, as well as any additional information deemed relevant by the UCS:

- ▶ Overall success of the proposer's project(s)
 - ▶ Quality and expertise of all personnel assigned
 - ▶ Reliability of cost estimates
 - ▶ Effectiveness of project management and collaboration with client staff
 - ▶ Reliability of schedule estimates and ability to maintain project schedules
 - ▶ Problem solving skills and communication
 - ▶ Quality of products and services delivered
 - ▶ Consideration for subsequent engagements.
- A Description of three (3) Prior Test Development and Administration Consulting Projects that were successfully completed for law enforcement/public safety agencies during the last ten (10) years. (max. 10 pp.)

For each project description, bidder shall provide:

- ▶ Project name, company/agency name and address, contact person's name, title, phone number and email address.
 - ▶ Project time line and dates
 - ▶ Number of hours spent on project
 - ▶ Project background, goals (achieved or not), outcome

- ▶ Project scope

Any proposal that does not demonstrate that bidder meets the minimum qualifications by the proposal deadline may be considered non-responsive and may not be evaluated or eligible for award of any subsequent contract(s).

Method of Award

The responsible bidder determined to be in compliance with this solicitation, with the highest total points (maximum 100 points) will be recommended for contract award. The evaluation criteria are:

1. Cost Max. 35 points
Cost is defined as the Total Fee to complete the project. Points will be awarded according to the following formula: $(L/R) \times 35 = \text{Points}$
L is the lowest Total Fee
R is any other Total Fee
35 is the maximum points for Cost Example: $(\$100/\$125) \times 35 = 28$ points
2. Qualifications and Experience Max. 35 points
3. Methodology and Approach Max. 20 points
4. Organizational and financial capacity Max. 10 points

Evaluation Team

Three (3) UCS individuals with expertise in test development will serve as the Evaluation Team responsible for evaluating Proposals. Specifically, the team will be responsible for the evaluation and rating of the proposals and for conducting reference checks.

Exhibit 1: Appendix B

APPENDIX B

Terms and Conditions Applicable to Materials Produced Under the Agreement

1. Contractor acknowledges and agrees that UCS has ordered and/or specially commissioned the services, deliverables and materials that Contractor is required to produce pursuant to this Agreement (the "Work"), whether in written form, on tape, computer-readable media or other tangible form. Except as otherwise specified in this Appendix B, Contractor agrees that (i) UCS shall be the sole owner of the Work and (ii) the Work shall be considered a "work made for hire" as that term is used under federal and state law. UCS or its authorized designee shall have all right, title and interest of every kind and nature, whether now known or hereafter devised and including, without limitation, all copyrights and renewals and extensions thereof, in and to the Work, including without limitation any editions and versions thereof, without payment of any royalty or other compensation. Without limiting the foregoing, and except as otherwise specified in this Appendix B, if all or any part of the Work is not so deemed a "work made for hire," Contractor hereby irrevocably grants, assigns, transfers and sets over to UCS or its authorized designee all rights of any kind and nature in and to the Work that he/she/it may possess or come to possess, including without limitation all copyrights and renewals and extensions thereof, without payment of any royalty or other compensation. Contractor agrees to execute and deliver to UCS any assignments and other documents requested by UCS confirming the assignment to UCS or its authorized designee of all rights in the Work and to fully cooperate with UCS in registering and protecting UCS's rights to and interests in the Work. Upon request of UCS during any stage of thereof, Contractor shall deliver all such Work to UCS.
2. Contractor represents and warrants that the Work shall be created solely by Contractor, be original, and does not infringe upon any the copyright, trademark, patent or other proprietary rights of any third party, including without limitation the right to use or display the name, face or likeness of any person. Furthermore, Contractor represents and warrants that the Work and any other materials used in connection with this Agreement shall not include or incorporate in any way the work or materials of any third party with rights to such work or materials, or the name, face or likeness of any person, unless Contractor has (i) advised UCS of this and (ii) the appropriate written authorizations, releases, licenses or other permits to allow UCS and Contractor to use the Work and any other materials used in connection with this Agreement without violating such rights have been obtained and delivered to UCS. The form of such authorizations and other documents is subject to UCS's approval.
3. All rights granted to UCS hereunder are irrevocable and shall vest and remain perpetually vested in UCS and UCS's successors and assigns without payment of any royalty or other compensation, whether this Agreement expires or is terminated, and shall not be subject to rescission, cancellation or termination by Contractor for any cause whatsoever.
4. If applicable, Contractor shall own and retain all proprietary rights to any materials produced by Contractor prior to the Effective Date, or not as a result of this Agreement ("Contractor's Property"), even if such materials are incorporated into the Work. If any such materials are incorporated into the Work, Contractor hereby licenses to UCS or its authorized designee, in perpetuity, at no additional cost or expense, the non-exclusive, irrevocable worldwide rights to reproduce, display and otherwise use Contractor's Property as part of the Work.

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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.

BID RESPONSE FORM

In the Bid Response From below, bidder shall quote its total fixed fee and its consultant rate per hour.

1. Total Fixed Fee: \$ _____.

2. Consultant Hourly Rate: \$ _____/hour (x 50)* \$ _____.

TOTAL FEE: (1 + 2) \$ _____.

*Estimated hours/modification to scope

Company Name: _____

Authorized Officer's Name and Title:

Signature: _____ Date: _____

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