

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID—

(This is not an order)
**BID MUST BE MADE ON THIS SHEET
 OR AS OTHERWISE SPECIFIED**

**NYS OFFICE OF COURT ADMINISTRATION
 CONTRACT & PROCUREMENT ADMINISTRATION
 42 KARNER ROAD
 ALBANY, NY 12205**
 (Agency Name and Address)

Direct Inquiries to: **BETTY FALTERMEIER**
 Telephone No.: **(518) 869 - 4732**

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

Per RFB Specifications

Bid Number: OCA/CPA-305	Commodity Group:
Opening Date: 12/10/04 Time: 11:00 AM	Commodity Name: MEDIATION PROGRAM WITH NYC FAMILY COURT

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" (DECEMBER 1998) ARE FULLY INCORPORATED HEREIN.

<p>Agency's Specification of item(s) Required (include quantities)</p> <p>UCS ATTACHMENT I ATTACHED & INCORPORATED HEREIN.</p>	<p>Bidder's Quotation and Specific Description of Item Offered</p> <p>ALL BID RESPONSES MUST BE ENTERED ON THE ENCLOSED BID RESPONSE FORM.</p>
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NOTICE TO BIDDERS

Pursuant to the Rules and Regulations of the Chief Administrator for the Courts, sealed bids for furnishing the item(s) in this Request for Bid will be received at the above address. When submitting a bid, 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 bid deviates from the specifications. If necessary, attach a separate sheet setting forth such explanations.

3. Sign the bid. The bid must be completed in the name of the bidder (corporate or other) and must be fully and properly executed by an authorized person.

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

5. Mail the bid to the above agency address in sufficient time for it to be received before the specified bid opening. **LATE BIDS 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.

BIDS MUST BE SIGNED

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

**NYS UNIFIED COURT SYSTEM
STANDARD REQUEST FOR BID CLAUSES & FORMS
ATTACHMENT I**

NOTE: In addition to such other requirements as may be referenced or incorporated herein, the following clauses shall apply to this Request For Bid (RFB)/Request For Proposal (RFP):

OGS SPECIFICATIONS:

All provisions of the NYS Office of General Services General Specifications - Commodities & Non-Technology Services dated **December 1999**, and where applicable, Technology Products & Services (November 2000) and/or Negotiated Software Contracts (July 2001) (copies available upon request) will apply to this bid invitation, except that, **"Chief Administrative Judge, or designee" shall replace, "Commissioner of OGS" wherever it appears.** Should there be any conflict between the OGS Specifications and the procurement policies and procedures of the NYS Unified Court System (hereafter, UCS), the latter shall prevail.

The Unified Court System (hereafter, UCS) reserves the right to waive minor discrepancies and to reject any and all bids if considered in the best interest of the UCS to do so.

AGREEMENT TO CONTRACT:

Bids submitted in response to this solicitation shall constitute agreement to contract by the respective bidder(s).

PREFERRED SOURCE NOTIFICATION:

Organizations identified as Preferred Sources pursuant to **NYS Finance Law Sections 162.1 and 162.2a, 2b, and 2c, 2d, 2e** submitting bids which are in compliance with this RFB/RFP and Specification may, at the discretion of the court/agency, be awarded the bid where the bid price is not in excess of ten percent (10%) of the lowest responsible bidder.

GRIEVANCE / INQUIRY POLICY:

Any firm or individual having a legitimate interest in this solicitation, or resulting contract award, and wishing to file a formal grievance or inquiry may request a copy of the **Unified Court System Policy & Procedure for the Resolution of Grievances & Inquiries** by contacting the judicial location noted in this RFB/RFP.

ORDERS:

Bidders are advised that any awarded contract shall not constitute an order to ship and further, places no obligation upon the UCS to place any orders with the contractor. However, the contractor shall accept all orders placed by the courts and related agencies during the term of the contract for all items for which an award is made. Such orders shall be considered binding upon the contractor when placed in the mail to the address indicated in the award pursuant to the terms thereof.

APPENDIX A:

NYS/UCS Standard Clauses for all Contracts (07:03) is attached and incorporated herein.

NON-COLLUSIVE BIDDING CERTIFICATE:

Attached **Non-Collusive Bidding Certificate** must be executed, signed and returned with other required bid documents.

ACKNOWLEDGMENT:

Attached, appropriate acknowledgment form must be executed, properly notarized and included with all bid documents.

PAYMENTS OF INTEREST:

The payments of interest on certain amounts due and owed may be made in accordance with the criteria established by **Chapter 153 of the Laws of 1984 (Article 11A of the New York State Finance Law) and the Comptroller's Bulletin no. A-91.**

REFERENCES:

Upon request, bidders must provide the names of at least _____ () prior or current clients (including contact person and phone numbers) for whom specified product/service has been provided.

ADDITIONAL INFORMATION:

The Unified Court System (UCS) may request any and all additional information of the bidder(s) deemed necessary for proper analysis and award determination including, but not limited to, documentation as to financial stability of the bidder.

BID VALIDATION PERIOD:

All proposals submitted in response to this solicitation shall remain valid past the period provided for in the **OGS General Specifications** until such time as an award is made or the bidder withdraws his bid (in writing), whichever occurs first.

RECYCLED PRODUCTS:

Products purchased by the courts and related agencies of the NYS Unified Court Systems shall be in compliance with **Sec. 40-a. of the NYS Judiciary Law (L.1994, c.468)**, and UCS policy thereto. Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements set forth by the NYS Departments of Environmental Conservation and Economic Development. If bidding a recycled product, bidders must attach completed **Bidder's Certification of Recycled Products** and **Manufacturers Affidavit of Recycled Content** forms.

NOTE: If this RFB/RFP is for printing, the following clauses shall also apply:

UCS PRINTING POLICY:

No contract will be awarded to any bidder who, in the opinion of the Unified Court System (UCS), does not have satisfactory facilities and equipment sufficient to produce the major portion of the work as defined in the specification and resulting contract and insure the proper performance and delivery thereof.

In this regard, the UCS may request all documentation it deems necessary to make proper determination and the bidder agrees to make such facilities and equipment available for inspection. Failure to provide requested documentation will cause the bidder to be rejected.

Accordingly, bidders must execute the attached **Bidder's Certification of Work** form.

RECYCLED PAPER:

Any printing required by the judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

OVER-RUNS:

A 05% over-run will be allowed per individual item order of up to 50,000 quantity and 03% per individual item order in excess of 50,000 quantity. However, such allowance shall not be construed as an approved, automatic add-on, but is intended only to cover unavoidable excesses in the production cycle.

ATTACHMENT I

STATE OF NEW YORK
UNIFIED COURT SYSTEM

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid, each bidder and each person signing on behalf of any bidders, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

(1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation; for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the paragraphs (1) , (2) and (3) above.

Any bid hereafter made to the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to noncollusion as the act and deed of the corporation.

Name of Bidder: _____ Employer's Federal ID #: _____

Address: _____
Street City County State Zip Code

Telephone #: _____

Signature of Bidder: _____ Printed or typed
copy of signature: _____

Official Title: _____

ATTACHMENT I

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF _____)
COUNTY OF _____) **SS:**

On this _____ day of _____ 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed same.

NOTARY PUBLIC

ACKNOWLEDGMENT OF CORPORATION

STATE OF _____)
COUNTY OF _____) **SS:**

On this _____ day of _____ 20____, before me personally came _____, to me known, who being by me duly sworn, did depose and say that he/she resides in _____; that he/she is the _____, of the _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

NOTARY PUBLIC

ATTACHMENT I
NEW YORK STATE
UNIFIED COURT SYSTEM

BIDDER'S CERTIFICATION OF WORK
(PRINTING)

RFB # _____

BID OPENING: _____

ITEM: _____

RECYCLED PAPER:

Pursuant to **Sec. 40-a. of the Judiciary Law (L.1994, c.468)**, any printing required by judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

BIDDER HEREBY CERTIFIES THAT ALL WORK DEFINED BY THE ABOVE SPECIFICATION WILL BE PERFORMED ON BIDDER'S FACILITIES EXCEPT AS NOTED BELOW (BIDDER MUST PROVIDE THE FOLLOWING INFORMATION FOR ALL WORK WHICH WILL BE PERFORMED BY AN OUTSIDE CONCERN - I.E. SUBCONTRACTOR):

NOTE: ALL SUBCONTRACTING IS SUBJECT TO THE APPROVAL OF THE UNIFIED COURT SYSTEM AND THE BIDDER REMAINS FULLY RESPONSIBLE AND LIABLE FOR ALL WORK PERFORMED BY SUCH SUBCONTRACTORS.

WORK	SUBCONTRACTOR: NAME, ADDRESS, PHONE
A _____ _____	_____ _____
B _____ _____	_____ _____
C _____ _____	_____ _____

NOTE: THE FOLLOWING SECTION MUST BE COMPLETED AND FORM RETURNED IN ALL INSTANCES:

_____ NAME OF COMPANY	_____ AUTHORIZED SIGNATURE
_____ ADDRESS	_____ NAME IN PRINT
_____ ADDRESS	_____ TITLE
_____ DATE	

ATTACHMENT I
NEW YORK STATE
UNIFIED COURT SYSTEM

BIDDER'S CERTIFICATION OF RECYCLED PRODUCT(S)
(TO BE COMPLETED BY BIDDER)

RFB # _____

BID OPENING: _____

ITEM: _____

Pursuant to **Sec. 40-a of the Judiciary Law (L. 1994, c.468)**, it is the policy of the UCS that products purchased by the courts shall be recycled products, which meet contract specifications, unless the product is only available without recycled content, and provided that the cost of the recycled product does not exceed a cost premium of ten percent (10%) above the cost of a comparable product that is not a recycled product or, if at least fifty percent (50%) of the secondary materials used in the manufacture of that product are generated from the waste stream of NYS, the cost of the recycled product does not exceed a cost premium of fifteen (15%) above the cost of a comparable product that is not a recycled product.

Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements (**including Manufacturer's Affidavit of Recycled Content**) set forth by the NYS Departments of Environmental Conservation and Economic Development.

Failure to complete this certification and attach required manufacturer's affidavit will result in a waiver of bidder's recycled preference.

This certification/affidavit shall remain in effect unless revised or rescinded by the certifying manufacturer or made null & void by superseding NYS statute(s).

Bidder hereby certifies that the product(s) offered are in compliance with all applicable New York State recycled/recycling statutes and respectfully requests preferential consideration as cited above. In support of this request, attached is the executed **Manufacturer's Affidavit of Recycled Content**.

NAME OF COMPANY

AUTHORIZED SIGNATURE

DATE

NAME IN PRINT

TITLE

(UCS - Rev.07/01/03)

ATTACHMENT I

**NEW YORK STATE
UNIFIED COURT SYSTEM**

**MANUFACTURER'S AFFIDAVIT OF RECYCLED CONTENT
(TO BE COMPLETED BY MANUFACTURER)**

RFB # _____

BID OPENING: _____

I, _____ of _____ being duly sworn,
depose and say that for the item(s) listed below, the recycled content which conforms to
the New York State requirements are as specified.

PRODUCT	BRAND NAME	TOTAL RECYCLED CONTENT	POST CONSUMER CONTENT
1 _____	_____	_____ %	_____ %
2 _____	_____	_____ %	_____ %
3 _____	_____	_____ %	_____ %
4 _____	_____	_____ %	_____ %

SECONDARY MATERIAL NYS WASTE STREAM	CHECK IF DED/DEC APPROVED
1 _____ %	_____
2 _____ %	_____
3 _____ %	_____
4 _____ %	_____

The above product(s) item(s) will be/are manufactured to contain not less than the percentages of recycled content as stated above, in accordance with New York State requirements (indicate in the respective column the percentage of secondary materials generated from the waste stream in NYS that will be utilized in the manufacture of the above products supplied to UCS/NYS).

It is agreed that representatives of the NYS UCS or their designee, shall have access to purchase/production records at any time during working hours for the purpose of verifying the actual percentage and use of recycled materials in the above product(s) furnished to UCS/NYS.

NAME OF MANUFACTURER: _____

ADDRESS: _____ PHONE: _____

AFFIDAVIT SUBMITTED ON BEHALF OF: _____ (BIDDER)

SIGNATURE-MFG. REP.: _____ TITLE: _____

NAME IN PRINT: _____ DATED: _____

SWORN TO BEFORE ME THIS _____ DAY OF _____, 20 _____

NOTARY PUBLIC: _____

New York State Unified Court System
Appendix A
Standard Clauses for all Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112.2 (Chapter 95- Laws of 2000) of the State Finance Law, if this contract exceeds \$15,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139- h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC APP. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4)..
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any reason including , without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of State Comptroller, AESOB, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such projects, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, sex, national origin, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, up-gradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein: and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purposes of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PURCHASES OF APPAREL.** In accordance with State Finance Law Section 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that:

(i) Such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hour laws and workplace safety laws; and

(ii) Vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized for this contract by the bidder.

*****GENERAL SPECIFICATIONS*****
RFP # OCA/CPA-305 BID OPENING: 12/10/04 11:00 AM
NEW YORK CITY FAMILY COURT MEDIATION SERVICES

GENERAL SPECIFICATIONS

Note: In addition to such other terms, conditions and provisions presented herein, the NYS Unified Court System Standard Request for Bid Clauses & Forms - Attachment I is attached and incorporated herein.

PURPOSE AND SCOPE

On behalf of the New York City Family Court, the Contract & Procurement Administration Unit (C&PA) of the Office of Court Administration is soliciting sealed proposals for the purpose of establishing a contract to provide the services herein.

The following attachments are provided for informational purposes:

Attachment I Standard clauses for Requests for Bids / Requests for Proposals (Note: Attachment I includes Appendix A [“Standard Clauses for all Contracts”] and pages 3 of 10 and 4 of 10 of Attachment I must be completed, signed and submitted as set forth in Appendix B.)

Attachment II Evaluation sheets that reviewers will use to rate the proposals

DEADLINE FOR PROPOSALS

All proposals must be received **on or before 11:00 AM, December 10, 2004** to receive consideration. Proposals must be mailed or delivered to:

Betty Faltermeier
Court Analyst
New York State Unified Court System
Contract & Procurement Administration Unit
42 Karner Road
Albany, NY 12205
(518) 869-4732

CONTRACT TERM

The term of any awarded contract shall be for a period of four (4) years and one month commencing **March 01, 2005** and terminating **March 31, 2009**.

CONTRACT EXTENSION

The Unified Court System (UCS) reserves the right to extend the contract for a period not to exceed **eleven (11) months** subject to the approval of the New York State Offices of the Attorney General and State Comptroller.

PROGRAM DESCRIPTION

Introduction

UCS intends to enter into a four-year-and-one-month contract with a single not-for-profit agency to implement a citywide, court-based, mediation program in collaboration with the New York City Family Court. This program will be distinct from the UCS-funded Community Dispute Resolution Centers Program (CDRC). Any qualified not-for-profit organization may submit proposals.

For the purposes of this RFP mediation is defined as a consensual dispute resolution process in which one or more neutral third parties help disputants identify issues, clarify perceptions and explore options for a mutually acceptable outcome. Mediators do not offer their own opinions regarding likely court outcomes or the merits of the case. Instead, mediators offer the opportunity to expand the settlement discussion to include both the legal issues in dispute and the parties' practical and personal concerns. The process provides parties with an opportunity to develop creative solutions tailored to their individual situations.

The program shall provide mediation services in approximately 900 court-referred cases each year. Cases referred to the program may include child custody, child visitation, child support, juvenile delinquency, and persons-in-need-of-supervision matters pending before the court. Referral protocols and operational procedures shall be developed collaboratively with the administration of the court. Such protocols shall include clear guidelines regarding the nature of cases that are appropriate for mediation and protocols for handling cases that are deemed inappropriate. When practical, designated court staff shall pre-screen matters to determine appropriateness. Sessions shall be mediated by a combination of program staff and/or consultants and/or volunteers. Each session shall be conducted by at least one mediator who has met certification requirements to be established by the Family Court.

Staffing Requirements

The successful proposal will demonstrate the capacity of the organization to provide professional staff with substantial mediation experience. At a minimum the staffing for the program must include the following:

- a) One (1) full-time Program Coordinator who is responsible, under the direction of senior contract agency administration, for the overall implementation of the program and supervision of subordinate staff. The Program Coordinator will act as the primary liaison to the ADR Coordinator of the NYC Family Court;

- b) Four and one half (4.5) full-time equivalent mediation specialists who in collaboration with designated court staff shall be responsible for screening, coordinating and mediating cases in the local family courts in the 5 boroughs of New York City;
- c) A roster of paid consultant and volunteer Certified Family Mediators; and
- d) Volunteer apprentice mediators.

The contract agency, in consultation with the ADR Coordinator of the NYC Family Court, may deploy staff flexibly to particular boroughs at various times to meet the needs of the program.

The contract agency will maintain a professional liability insurance policy covering the mediation activities of paid staff and consultant mediators.

Roster Management Requirements

The contract agency will be responsible for certifying that mediators admitted to the roster meet qualification standards to be established by the Administrative Judge of the New York City Family Court in consultation with the UCS Coordinator of ADR Programs and the contract agency.

Each mediation session must be conducted by at least one Certified Family Mediator. Certified Family Mediators may include staff, paid consultants and volunteers who meet the certification requirements outlined below. The program may use volunteer apprentices as co-mediators.

Certified Family Mediators shall be eligible for reimbursement at the rate of \$50 per hour for mediation services including reasonable preparation and agreement writing time. The contract agency may limit the number of hours a consultant mediator may work each week. To mediate, salaried or hourly wage staff must meet the same certification criteria that apply to consultant mediators or volunteers, but staff members are not eligible for additional remuneration beyond their base salary or hourly wage. Apprentice mediators who have not met the criteria for certification shall not be eligible for remuneration unless they are staff, in which case they can be paid for time spent participating in mediation at their regular rate of pay. The contract agency must develop a process to ensure that consultant mediators are assigned on an equitable basis.

Facilities Requirements

Office Space

The contract agency shall maintain office space in Bronx, Kings, Queens, and NY Counties. The program shall provide services in Richmond County but is not required to maintain permanent office space in that location if it can demonstrate the capacity to accept referrals and manage cases from afar. Whenever practicable, the New York City Family Court will provide office space for program staff in court buildings. The contract agency shall be required to provide furniture, computer equipment, telephone and fax capabilities for court-based offices. When in-court office space is unavailable, office space shall be secured near the respective Family Courts.

Mediation Space

The contract agency shall secure suitable mediation space in each of the five boroughs. Whenever practicable, the New York City Family Court will provide conference space in the respective court buildings in each borough on an as-needed basis so that on-site mediation sessions can be held.

For the purpose of providing mediation services outside of regular court hours of operation and in instances where court facilities are unavailable, the contract agency shall be responsible for securing suitable mediation space outside of the court. A UCS-funded CDRC site shall be deemed suitable out-of-court mediation space. The successful applicant will be encouraged to negotiate cooperative arrangements for the use of mediation space at CDRC sites or at other suitable locations at minimal cost.

Budget Requirements

UCS shall provide a grant of up to \$433,000 for the initial 12-month period. Annual grant awards in subsequent annual contract periods may increase up to 10% without the approval of the NYS Comptroller. Increases in excess of 10% or a change in the scope of services shall require the approval of the NYS Comptroller.

The initial 12-month program budget shall meet the following minimum specifications:

- a) A minimum of \$50,000 shall be allocated for payments to consultant mediators (\$50. per hour x 1000 hours);
- b) An amount sufficient to provide professional liability insurance for paid staff and consultant mediators shall be allocated.
- c) No more than 10% of UCS funds may be used for indirect costs (administrative, supervisory, or support service costs);
- d) The amount of UCS funds that may be used for fringe benefits may not exceed 30% of the total amount of UCS funds allocated for direct service staff salaries.
- e) No more than 15% of UCS funds may be used for non-personnel expenses other than fringe benefits (Equipment, Travel, Supplies, Contractual Services);

ELIGIBILITY OF APPLICANTS

UCS will only consider proposals submitted by nonprofit corporations that are organized for the resolution of disputes or for religious, charitable or educational purposes. In accordance with the requirements set forth in this RFP, each applicant must submit a photocopy of correspondence issued by the Internal Revenue Service that indicates the organization's status as a tax-exempt organization (Internal Revenue Code § 501(c)(3)).

AWARD SELECTION CRITERIA

Awards will be made by a review committee in consultation with the UCS Alternative Dispute Resolution Coordinator.

A. Proposals will be evaluated against the following criteria:

1. Organizational capacity, including the ability to: implement court-based programs; supervise staff working in host settings; submit required reports in a timely fashion; secure funding and other resources to support the proposed program; manage the finances of the contract; monitor implementation of services; and develop progress reports.

Point Value 40

2. Appropriateness and quality of the proposed program, including the degree to which the proposal demonstrates that the program will achieve the following goals: (a) establish and adhere to protocols developed in cooperation with the NYC Family Court to provide mediation services in each borough; (b) recruit, train and manage professional staff and a roster of consultant and volunteer mediators who possess the requisite knowledge, skills and abilities to mediate approximately 900 family matters per year; (c) provide and maintain adequate facilities for the proper implementation of the program; and (d) develop procedures to refer litigants to complementary services.

Point Value 40

3. Cost. The extent that the total program budget is reasonable and sufficient to meet the needs of the program and includes non-UCS matching funds and/or in-kind contributions.

Point Value 20

PROPOSALS

Proposals must be submitted with a cover letter on the proposing organization's letterhead and be clearly marked "RFP # OCA/CPA-305" in the top left or top right of the first page. **Original signature proposals and all required copies must be contained in a sealed envelope or carton and the following statement clearly marked on the exterior: "SEALED PROPOSAL**

DELIVER IMMEDIATELY—DO NOT OPEN. RFP # OCA/CPA-305. DUE DATE 11:00 A.M., December 10, 2004.”

In addition to one complete, original ink-signature proposal with all required appendices, applicants **must** include **six (6) complete copies** of same. **FAILURE TO DO SO MAY RESULT IN REJECTION OF PROPOSAL.**

Please Note: Original may be bound or contained in a three-ring binder; however, all copies of the proposal should not be submitted in a three-ring binder or in any other fashion. Please submit the copies bound only by rubber band, staples, clips or similar devices.

The following documents must also be completed, executed with original signature in blue ink and attached to the original (photocopies of the following must be attached to the copies of the proposal):

- Appendix B** Cover sheet with original, **blue** ink signature. This Appendix should follow the applicant’s cover letter.
- Appendix C** Completed budget expense worksheets
- Appendix D** Completed budget revenue/summary worksheets
- Appendix E** Program Narrative: Maximum 10-pages, single-sided, double-spaced program narrative. The program narrative must be labeled “Appendix E” and must address each question specified in the Program Narrative Guide (below).
- Appendix F** List three (3) references for the organization. Each reference should be familiar with the organization’s services, particularly its dispute-resolution services, if possible. The list should state each reference’s name, address, telephone number, a description of the work performed for the reference organization, and the name of a contact person.
- Appendix G** Required Attachments
 - Most Recent Audited Financial Report
 - Organizational Chart
 - Staff Job Descriptions and Résumés
 - Charity Registration Number
 - Current Listing of Board of Directors
 - Certificate of Incorporation
 - IRS Correspondence Indicating Applicant’s Tax-Exempt Status
- Attachment I** Pages **3 of 10** (Non-Collusive Bidding Certification) and **4 of 10** (Acknowledgment Form).

PROGRAM NARRATIVE GUIDE

The program narrative must be a maximum of 10-pages, single-sided, double-spaced. The program narrative must be labeled “Appendix E” and must address each question specified below.

1. Organizational Information

- A. Administrative Capacity -- Include in this section the organization’s philosophy (mission statement), as well as a brief description of the organization’s history. Describe the organization’s capacity to implement court-based programs and/or supervise staff working in host settings.
- B. Fiscal Capacity -- Discuss the organization’s capacity to manage contract finances including the organization’s capacity to submit budgets and reconciliation reports in a timely manner.
- C. Fundraising Capacity -- Discuss the organization’s capacity to raise funds and other resources to support program services.
- D. Program Monitoring Capacity -- Discuss the organization’s capacity to monitor the implementation of services and develop progress reports.

2. Program Description

- A. Describe how the program will work to establish and adhere to protocols developed in collaboration with the NYC Family Court to provide mediation services in each borough.
- B. Describe how the program will recruit, train and maintain staff and a roster of paid consultant and volunteer mediators who possess the requisite knowledge, skills and abilities to mediate approximately 900 family matters per year.
- C. Describe how the program will provide and maintain adequate facilities for the proper implementation of the program.
- D. Discuss how the program might use complementary or alternative services (e.g., counseling, parent education, supervised visitation, monitored exchange, domestic violence supports, or similar services) for the benefit of litigants referred to mediation.

BUDGET COMPONENTS

The proposal must include an annual budget. Funding requests must be submitted on the budget worksheet forms in Appendix C and D.

AWARDED CONTRACTS

This request for proposals (RFP), the submitted proposal, and required appendices may serve as the basis of a contract with the UCS. Such proposed agreements are subject to the review and approval of the Offices of the New York State Attorney General and the State Comptroller.

The applicant may be required to submit a revised program description and budget and may also be asked to address specific questions or recommendations of the UCS evaluation committee before contract award.

COMPLIANCE WITH LAWS

Contractors shall comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the Americans with Disabilities Act.

INQUIRIES

Prospective applicants are to direct any inquiries regarding this solicitation in writing and only to the attention of:

Betty Faltermeier
Court Analyst
New York State Unified Court System
Contract & Procurement Administration Unit
42 Karner Road
Albany, NY 12205
(518) 869-4735 (fax)
bfalterm@courts.state.ny.us

OCA/CPA-305
APPENDIX B

PROPOSAL COVER SHEET

Organization Name: _____

Street Address/P.O. Box:

City: _____ State: _____ Zip Code: _____

Contact person: _____

Title: _____

Phone number: _____

E-mail address: _____

Total UCS Funds requested: _____

Please indicate that each of the following proposal components is attached to this coversheet by placing a check mark next to that item, and please attach the components in the following order beneath this cover sheet:

_____	Proposed Annual Operating Budget Expense Worksheet (Appendix C)	_____	Attachments (Appendix G)
_____	Proposed Annual Operating Budget Revenue Worksheet (Appendix D)	_____	Most Recent Audited Financial Report
_____	Proposal Narrative (Appendix E)	_____	Organizational Chart
_____	List of Three References (Appendix F)	_____	Staff Job Descriptions and Resumes
		_____	Charity Registration Number
		_____	Current Listing of Board of Directors
		_____	Certificate of Incorporation
		_____	IRS Correspondence Indicating Applicant's Tax-Exempt Status
		_____	Non-Collusive Bidding Certification Form (page 3 of Attachment I)
		_____	Acknowledgment Form (page 4 of Attachment I)

The applicant certifies that to the best of his/her knowledge and belief the information in this proposal is true and correct, and that he/she will comply with the terms and conditions set forth in this RFP.

Signature and Title of Chief Administrative Officer

Date _____

**OCA/CPA-305
APPENDIX C**

**PROPOSED ANNUAL OPERATING BUDGET
Expenses**

Organization: _____

**PERSONNEL EXPENSES
(Direct Cost Cash Salaries)**

	Title	FTE*	UCS Funds**	Matching Funds***	Total Funds****
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
	Total				

*FTE: Indicate each position's full-time equivalency (FTE). A full-time position has an FTE of 1.0, whereas part-time positions may have an FTE in the range of 0.01 – 0.99. Personnel costs must be calculated as a percentage of time that the position is allocated to the ADR program.

**UCS Funds: Indicate how much of each position's salary will be paid from the proposed UCS grant award.

***Matching Funds: Indicate how much of each position's salary will be paid from local revenue that is designated as "local matching revenue" on page 5 of this Appendix.

****Total Funds: Add the amount of UCS Funds and Matching Funds for each position to arrive at each position's total salary.

**OCA/CPA-305
APPENDIX C**

**PROPOSED ANNUAL OPERATING BUDGET
Expenses**

Organization: _____

Direct Cash Non-Personnel Service Costs

	(1) UCS Funds	(2) Matching Funds	Total (1+2)
(01) Fringe Benefits			
(02) Supplies			
(03) Travel			
(04) Equipment			
(05) Contractual Services			
Rentals & Repairs of Equip.			
Real Estate Rentals			
Postage & Shipping			
Printing			
Telephone			
Miscellaneous Services			
Professional Services			
Insurance			
Mediation Training			
Seminars and Meetings			
Cash Payments to Neutrals			
(05) Total Contractual Services			
Total Non-Personnel Service Costs (01+02+03+04+05)			

OCA/CPA-305
APPENDIX C

PROPOSED ANNUAL OPERATING BUDGET
Expenses

Organization: _____

Indirect Costs

	(1) UCS Funds	(2) Matching Funds	Total (1+2)
(01) Supervisory / Admin Salaries	_____	_____	_____
(02) Fringe Benefits	_____	_____	_____
(03) Legal Services	_____	_____	_____
(04) Audit Services	_____	_____	_____
(05) Other Indirect Costs	_____	_____	_____
Total Indirect Costs	<input type="text"/>	<input type="text"/>	<input type="text"/>

Total Costs

	(1) UCS Funds	(2) Matching Funds	Total (1+2)
(01) Personnel Expenses	_____	_____	_____
(02) Non-Personnel Expenses	_____	_____	_____
(05) Indirect Costs	_____	_____	_____
Total Cash Costs	<input type="text"/>	<input type="text"/>	<input type="text"/>

**OCA/CPA-305
APPENDIX C**

**PROPOSED ANNUAL OPERATING BUDGET
Expenses**

Organization: _____

Attach a description of the method used to allocate indirect costs. Indirect Costs are defined as those expenses that are shared by more than one program within an organization. They include general maintenance and operation expenses, general office and administrative expenses, general overhead, etc. Some common methods of allocating indirect costs are based upon time, space, units of service, or percentage of funding.

OCA/CPA-305
APPENDIX D

PROPOSED ANNUAL OPERATING BUDGET
Revenue

Page 1

Name of Applicant: _____

(1) Public Revenue

	Source	Purpose	Amount
1			
2			
3			
4			
5			
6			
			Total:

(2) Private Revenue

	Source	Purpose	Amount
1			
2			
3			
4			
5			
6			
			Total:

(3) In-Kind Revenue

	Source	Purpose	Amount
1			
2			
3			
4			
5			
6			
			Total:

OCA/CPA-305
APPENDIX D

PROPOSED ANNUAL OPERATING BUDGET
Revenue
Page 2

Applicant Organization: _____

Revenue

Revenue Summary:

- (1) UCS Funds Requested _____
- (2) Matching Funds
 - (a) Public Matching Revenue _____
 - (b) Private Matching Revenue _____
 - (c) In-Kind Matching Revenue _____
 - (d) Total Matching Revenue (a+b+c) _____

Total Revenue (UCS Funds + Matching Revenue)

Enter Cash Expense:

Enter In-Kind Expense (must equal In-Kind Revenue Listed in (2) (c):

Total Expenses (Must equal Total Revenue)

OCA/CPA-305
APPENDIX F

REFERENCES

Applicant Organization: _____

Please provide contact information for three references:

Organization Name: _____

Contact: _____

Address: _____

Telephone Number: _____

Description of work performed for the reference agency:

Organization Name: _____

Contact: _____

Address: _____

Telephone Number: _____

Description of work performed for the reference agency:

Organization Name: _____

Contact: _____

Address: _____

Telephone Number: _____

Description of work performed for the reference agency:

**OCA/CPA-305
APPENDIX G**

SUPPORTING DOCUMENTS

Please attach the following documents to this face sheet for OCA/CPA-305 Appendix G:

- 1) Most Recent Audited Financial Report
- 2) Program Organizational Chart
- 3) Program Staff Job Descriptions and Résumés
- 4) Charity Registration Number
- 5) Current Listing of Board of Directors
- 6) Certificate of Incorporation
- 7) IRS Correspondence Indicating Applicant's Tax-Exempt Status

ATTACHMENT II
EVALUATION FORM

SUMMARY RATING SHEET

APPLICANT: _____

Stated as A 1, 2 and 3 on page 5

- | | |
|---|--------------------|
| 1. ORGANIZATIONAL ABILITY AND EXPERIENCE
(40 POINTS) | 1. _____ |
| 2. APPROPRIATENESS AND QUALITY OF THE PROPOSED
PROGRAM (40 POINTS) | 2. _____ |
| 3. COST (20 POINTS) | 3. _____ |
| | TOTAL _____ |

EVALUATOR (Print) _____

(Signature) _____

DATE ___/___/___

ATTACHMENT II
EVALUATION FORM
DETAIL RATING SHEETS

APPLICANT _____

REVIEWER _____

AREA TO BE SERVED _____

Consider the following sources of information: Proposal narrative and attached references.

**1. DEMONSTRATED ORGANIZATIONAL ABILITY AND EXPERIENCE
(40 POINTS TOTAL)**

- a. Extent to which the proposal demonstrates the organization’s capacity to implement court-based programs and ability to supervise staff working in host settings.
(15 points)**

Guidelines

10-15 points: Proposal demonstrates that it has extensive capacity to implement court-based services and ability to supervise staff working in host settings.

5-9 points: Proposal demonstrates that it has better than satisfactory or satisfactory capacity to implement court-based services and ability to supervise staff working in host settings.

0-4 points: Proposal demonstrates that it has limited or very limited capacity to implement court-based services and ability to supervise staff working in host settings.

RATING _____

Basis for Rating: _____

ATTACHMENT II
EVALUATION FORM

- b. Extent to which the proposal demonstrates the organization’s capacity to manage contract finances including the organization’s capacity to submit budgets and reconciliation reports in a timely manner. (5 points)**

Guidelines

- 4-5 points: Proposal demonstrates that the organization has extraordinary capacity to manage contract finances and submit budgets and reconciliation reports in a timely manner.
- 2-3 points: Proposal demonstrates that the organization has satisfactory capacity to manage contract finances and submit budgets and reconciliation reports in a timely manner.
- 0-1 points: Proposal demonstrates that the organization has limited or very limited capacity to manage contract finances and submit budgets and reconciliation reports in a timely manner.

RATING _____

Basis for Rating: _____

ATTACHMENT II

EVALUATION FORM

- c. Extent to which the proposal demonstrates the organization has the capacity to secure funding and other resources to support the proposed program.
(15 points)**

Guidelines

- 12-15 points: Applicant demonstrates that the organization has extensive capacity to secure funding and other resources to support the proposed program.
- 9-11 points: Applicant demonstrates that the organization has better than satisfactory capacity to secure funding and other resources to support the proposed program.
- 6-8 points: Applicant demonstrates that the organization has satisfactory capacity to secure funding and other resources to support the proposed program.
- 3-5 points: Applicant demonstrates that the organization has limited capacity to secure funding and other resources to support the proposed program.
- 0-2 points: Applicant demonstrates that the organization has very limited capacity to secure funding and other resources to support the proposed program.

RATING _____

Basis for Rating: _____

ATTACHMENT II
EVALUATION FORM

- d. Extent to which the proposal demonstrates the organization has the capacity to monitor and evaluate the implementation of services. (5 Points)**

Guidelines

4-5 points: Proposal demonstrates that the organization has extensive capacity to monitor and evaluate the implementation of services.

2-3 points: Proposal demonstrates that the organization has satisfactory capacity to monitor and evaluate the implementation of services.

0-1 points: Proposal demonstrates that the organization has very limited or no capacity to monitor and evaluate the implementation of services.

RATING _____

Basis for Rating: _____

SUBTOTAL FOR PART "1" (1a + 1b + 1c + 1d) _____

ATTACHMENT II

EVALUATION FORM

**2. APPROPRIATENESS AND QUALITY OF THE PROPOSED PROGRAM
(40 POINTS TOTAL)**

a. Extent to which the proposal demonstrates that the program will succeed in establishing protocols developed in cooperation with the NYC Family Court to provide mediation services in each borough. (15 points)

Guidelines

13-15 points: The proposal contains a detailed description of the mechanisms that the program will use to establish protocols developed in cooperation with the NYC Family Court to provide mediation services in each borough.

10-12 points: The proposal contains a somewhat detailed description of the mechanisms that the program will use to protocols developed in cooperation with the NYC Family Court to provide mediation services in each borough.

6-9 points: The proposal contains a brief description of the mechanisms that the program will use to protocols developed in cooperation with the NYC Family Court to provide mediation services in each borough.

3-5 points: The proposal contains a cursory description of the mechanisms that the program will use to protocols developed in cooperation with the NYC Family Court to provide mediation services in each borough.

0-2 points: The proposal lacks a description of the mechanisms that the program will use to protocols developed in cooperation with the NYC Family Court to provide mediation services in each borough.

RATING _____

Basis for Rating: _____

ATTACHMENT II
EVALUATION FORM

- b. Extent to which the proposal demonstrates that the program will recruit, train and manage professional staff and a roster of consultant and volunteer mediators who possess the requisite knowledge, skills and abilities to mediate approximately 900 family matters per year. (15 Points)**

Guidelines

- 13-15 points: The proposal contains a detailed description of the mechanisms that the program will use to recruit, train and manage professional staff and a roster of consultant and volunteer mediators who possess the requisite knowledge, skills and abilities to mediate approximately 900 family matters per year.
- 10-12 points: The proposal contains a somewhat detailed description of the mechanisms that the program will use to recruit, train and manage professional staff and a roster of consultant and volunteer mediators who possess the requisite knowledge, skills and abilities to mediate approximately 900 family matters per year.
- 6-9 points: The proposal contains a brief description of the mechanisms that the program will use to recruit, train and manage professional staff and a roster of consultant and volunteer mediators who possess the requisite knowledge, skills and abilities to mediate approximately 900 family matters per year.
- 3-5 points: The proposal contains a cursory description of the mechanisms that the program will use to recruit, train and manage professional staff and a roster of consultant and volunteer mediators who possess the requisite knowledge, skills and abilities to mediate approximately 900 family matters per year.
- 0-2 points: The proposal lacks an adequate description of the mechanisms that the program will use to recruit, train and manage professional staff and a roster of consultant and volunteer mediators who possess the requisite knowledge, skills and abilities to mediate approximately 900 family matters per year.

RATING _____

Basis for Rating: _____

ATTACHMENT II

EVALUATION FORM

- c. Extent to which the proposal demonstrates that the program will provide and maintain adequate facilities for the proper implementation of the program. (5 points)**

Guidelines

- 4-5 points: The proposal contains a detailed description of the mechanisms that the program will use to provide adequate facilities.
- 2-3 points: The proposal contains a somewhat detailed description of the mechanisms that the program will use to provide adequate facilities.
- 0-1 points: The proposal contains a brief or lacks description of the mechanisms that the program will use to provide adequate facilities.

RATING _____

Basis for Rating: _____

ATTACHMENT II
EVALUATION FORM

d. The extent to which the proposal demonstrates that the program will connect litigants with complementary services. (5 Points)

Guidelines

4-5 points: Proposal contains a detailed description of the mechanisms that the program will use connect litigants with complementary services.

2-3 points: Proposal contains a somewhat detailed description of the mechanisms that the program will use connect litigants with complementary services.

0-1 points: Proposal contains a brief description or lacks a description of the mechanisms that the program will use connect litigants with complementary services.

RATING _____

Basis for Rating: _____

SUBTOTAL FOR PART "3" (3a + 3b+3c+3d) _____
--

ATTACHMENT II
EVALUATION FORM

3. COST
(20 POINTS TOTAL)

a. The extent that the total program budget is reasonable and sufficient to meet the need of the program. (10 points)

8-10 points: The proposed budget is reasonable and sufficient and substantially illustrates revenue and expenses to meet the needs of the program

4- 7 points: The proposed budget is somewhat reasonable and sufficient and illustrates revenue and expenses necessary to meet the needs of the program

0-3 points: The proposal is not reasonable or sufficient or fails to illustrate revenue and expenses necessary to meet the needs of the program.

RATING _____

Basis for Rating: _____

b. The extent to which the budget includes non UCS matching funds and in-kind contributions. (10 points)

8-10 points: The proposed includes substantial matching funds and/or in-kind contributions

4- 7 points: The proposed includes some matching funds and/or in-kind contributions

0-3 points: The proposal lacks matching funds and/or in-kind contributions

RATING _____

Basis for Rating: _____

SUBTOTAL FOR PART "3" (3a + 3b) _____
--