



NEW YORK STATE UNIFIED COURT SYSTEM

Request for Proposals #099 OCA / Professional and Court Services

New York State Agricultural Mediation Program

Proposal Cover Sheet: New York State Agricultural Mediation Program, \$475,000 annual funding

Legal Name of Applicant	
Executive Director/CEO	
Proposal Contact Person, Title, Phone Number and Email Address	
Summary of Proposal (2 or 3 sentences)	
Total Funding Requested	
Address	
Phone	
Fax	
Email	
Website Address (not required)	
Federal Tax Identification No. (TIN)	
Years in Operation	
Signature of officer authorized to enter into contracts on the organization's behalf	

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

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I. BACKGROUND INFORMATION

The New York State Agricultural Mediation Program (NYSAMP) is a vibrant statewide program created to increase the accessibility of mediation and other alternative dispute resolution (ADR) services to farmers, agri-business, and others in the agricultural community. While primarily focused on providing mediation services in farm credit disputes and in situations where individuals have been adversely impacted by the decisions of United States Department of Agriculture (USDA) agencies, NYSAMP also provides services in farm lease disputes; family farm transitions, farm family conflicts, right-to-farm disagreements, and other challenging conflicts involving the agricultural community. NYSAMP cases are referred to the program by courts, social service organizations, creditors, and by word of mouth. Community Dispute Resolution Centers (CDRCs) are critical partners in the NYSAMP program, and provide services in the vast majority of the more than 750 cases that NYSAMP annually handles. Under contracts with New York State Unified Court System's (UCS), CDRCs provide ADR services in all 62 New York counties. For more information about the CDRCs visit: <http://www.nycourts.gov/ip/adr/cdrc.shtml>.

II. PROJECT INFORMATION

The New York State Unified Court System's (UCS) Office of Alternative Dispute Resolution (ADR Office), is seeking a collaboratively minded nonprofit organization to provide the staffing, administration and day-to-day operations of the New York State Agricultural Mediation Program under the direction of UCS.

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

III. AWARD

A single contract will be awarded for a term effective on or about December 1, 2021 and terminating on September 30, 2026, a term of four (4) years, ten (10) months. ("Contract Term")

UCS shall have the option to extend the contract for a maximum of twelve (12) months upon the same terms and conditions (except for the budget, which will be subject to agreement by the parties and approval by UCS) as of the expiration date of the Contract Term. Any such extension is subject to the approval of the NYS Attorney General and the NYS Comptroller.

IV. MINIMUM QUALIFICATIONS

Eligible applicants are not for profit entities that do not currently provide Community Dispute Resolution Centers Program (CDRCP) services pursuant to contract with the New York State Unified Court System. Applicants with familiarity with mediation and agricultural producers' issues are preferred. All applicants must:

- operate within New York State;
- have an audit mechanism that provides accountability for NYSAMP funds; and
- agree to satisfy, on a timely basis, all of NYSAMP reporting requirements.

The awarded applicant will be required to report on the use of the awarded funds. The due dates, format and specific information to be contained in the reports will be determined by UCS.

Grant recipients must be able to comply with the terms of the UCS Financial Planning and Control Manual, Part IX, Chapter 2.000: Contracts with Not-For-Profit Providers, found here: <http://ww2.nycourts.gov/admin/financialops/FPCM.shtml>.

V. PROJECT SERVICES

UCS seeks proposals for the performance of the services listed below (“Project Services”). The selected applicant shall be required to provide the following Project Services:

In close communication with UCS, the selected applicant shall:

- Implement strategic direction of NYSAMP by developing programs, conducting outreach to statewide stakeholders, and coordinating statewide marketing/ publicity;
- Maintain relationships with New York state USDA offices and provide intake and case management services for all cases involving the USDA;
- Maintain a working knowledge of all USDA regulations and procedures regarding USDA participation in mediation;
- Provide technical assistance to CDRCs to increase their capacity to conduct outreach, develop programs, and coordinate local marketing/publicity;
- Provide technical assistance to and oversight of CDRCs providing NYSAMP mediation services;
- Recruit, train, and supervise a roster of CDRC-affiliated mediators for mediation involving USDA agency stakeholders; ensure that such mediators maintain minimum standards for initial training and continuing education;
- Provide direct training to mediators where appropriate and assistance to help enable CDRC’s to increase their capacity to provide mediation training related to NYSAMP programming;
- Develop new funding streams to support the expanded use of mediation in the agricultural community in areas such as farm labor, farm succession, and farm lease disputes;
- Maintain confidential case files;
- Assist UCS in the verification of case data recorded in Caseload Manager (CLM) databases;
- Assist UCS in the preparation of annual grant requests and other reports required by the USDA;
- Process all vouchers for USDA cases and other vendors;

Independently, the selected applicant shall:

- Maintain accounting and bookkeeping functions including paying mediation services providers and other vendors promptly (which shall be within 30 days of receipt unless such delay is caused by late payment by UCS), and ensuring that UCS fiscal control manual is being followed.
- Handle human resource functions such as ensuring timely payment of salary and benefits, adequate workspace (staff currently operate remotely), and managing supervision of time and leave.
- Provide access to technology including shared file and IT support.
- Create budgets and financial reports collaboratively with NYSAMP staff and submit proposed budgets and quarterly fiscal reports.
- Provide adequate space to maintain physical case files.
- Maintain necessary professional and general liability insurance.
- Develop and maintain active agreements with all CDRC providers regarding handling of

NYSAMP cases.

- Provide NYSAMP-funded staff with monthly financial reports including Budget v Actuals and Accounts Payable.

VI. INSURANCE REQUIREMENTS

Awarded applicant shall be required to maintain during the Contract Term and any renewal or extension term, the insurance specified in Exhibit 2 hereto (Insurance Requirements), at their own cost and expense.

VII. AWARD SELECTION CRITERIA AND METHOD OF AWARD

A single award will be made to a responsible applicant that receives the highest score in excess of the minimum score as determined by the selection criteria set forth herein and that meets the minimum qualifications outlined in Article IV above.

Responsibility is determined in accordance with the criteria articulated in the paragraph contained in the Article XI, General Requirements headed, "Responsible Applicant."

Proposals will be reviewed and rated by a team comprised of qualified UCS staff.

In the event of a tie score, the applicant with the higher cost score will prevail.

Proposals will be scored as follows:

Criteria	Maximum Points
Demonstrated Capacity	65
Reasonableness of Cost	35
MAXIMUM TOTAL POINTS	100

Detailed criteria are contained in the Rating Tool attached as Exhibit 3 hereto.

Note: A minimum score of 50 (average of all evaluators) is required for an award to be made.

VIII. REQUIRED DOCUMENTS

General Requirements

All documentation must be submitted on prescribed forms, without alteration. Where no form is included or specified, submissions must be single-spaced with one inch page margins (not including attachments or financial forms) using a 12 point font. To facilitate photocopying, do not permanently bind documents.

Applicants must submit every document listed below, as well as the documents listed in the Document Checklist annexed as Exhibit 1 hereto. Failure to provide all documents in the manner required may result in disqualification of an applicant's proposal.

a. Narrative Description

Applicants must submit a narrative description of no more than 10 pages addressing all of the organizational capacity requirements listed below. Page length after each question are suggested lengths for each response:

1. Describe your agency's mission and how the administration of NYSAMP is in alignment with that mission. (1/2 page)
2. Describe your organization's philosophy and experience in working collaboratively with other organizations, citing specific examples whenever possible. (1 page)
3. Discuss (a) how the organization will use technological components – computers, internet, website, and social media – to adequately support the operations of NYSAMP; b) the organization's capacity to resolve computer related issues; and (c) the organization's data backup protocols. (1 page)
4. Describe how the confidentiality of files and documents will be maintained within your agency, including both paper and electronic files. (1/2 page)
5. Describe the organization's capacity to administer the human resources, payroll, and benefits functions related to staffing NYSAMP, including the proposed hiring practices and communication practices with funding organization. In Appendix D, attach an organizational chart including all proposed staff who will be involved and attach resumes and job descriptions (including qualifications). (1-2 pages)
6. Describe your organization's capacity to provide timely internal monthly financial reports to NYSAMP funded staff for the purposes of program management, to submit timely quarterly fiscal reports to UCS, and to manage accounts payables in a timely manner. (1-2 page)
7. Describe a proposed staffing structure and attach resumes or curriculum vitae of proposed staff who will be involved in the supervision and delivery of NYSAMP services. (1 page plus resumes)
8. Describe the practices and methods by which your agency will and maintain a diverse and culturally competent workforce and environment. (1/2 page)
9. This question corresponds to Article VIII(c), in which proposers are required to submit a proposed budget for NYSAMP for the first 12 months of the contract term. If indirect / administrative cost costs are included, please describe the method or basis for allocation. (Indirect costs are those that benefit more than one program and, therefore, are shared. 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.). (1 page)
10. This question corresponds to Article VIII(c), in which proposers are required to submit a proposed budget for NYSAMP for the first 12 months of the contract term. Describe your agency's internal controls procedure. (Internal controls procedures are systematic methods such as reviews, checks and balances instituted by an organization to conduct its business in an orderly and efficient manner; safeguard its assets and resources; deter and detect errors, fraud and theft; ensure accuracy and completeness of accounting data; produce reliable and timely financial and management information; and ensure adherence to agency policies and plans.) (1 page)

b. References

List three (3) references for the organization. Each reference should be familiar with the organization's services. 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.

c. Line Item Budget Proposal

Applicants must submit a line item budget proposal for the total amount of funding (\$475,000) for the initial period ("Budget Period") within the Contract Term, December 1, 2021 – November 30, 2022.

The budget must be submitted on the Required Budget Form available at

<http://nycourts.gov/admin/bids/currentsolicitations.shtml>.

The budget must include:

- a minimum of \$166,250 for case reimbursements to CDRCs and private mediators.
- a minimum of 2.6 FTEs of staffing.

Proposals listing total budgeted costs in excess of the Maximum Funding set forth in Article II above will not be considered and applicant's proposal will be disqualified.

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

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

- Major capital expenditures
- Interest costs
- Fundraising costs
- Entertainment costs

d. Budget Narrative

Applicant must submit a narrative of not more than 3 pages that briefly describes the expenses included in each budget category of its budget proposal, and how they relate to the Project Services. The Personal Services description must include a brief description of responsibilities. The NPS description must include a brief description of how each expense category relates to the provision of Project Services. For equipment expenses, if any, explain the type of equipment (e.g. laptop computer, cell phone) to be purchased. For travel expenses, if any, explain which staff will be traveling and the destination, purpose, and frequency of travel.

e. Resumes of Proposed Staffing Plan

Include the resumes of any staff who will supervise or provide NYSAMP services as part of the staffing plan. If specific staff have not been identified, include a list of required and desired qualifications for each of the positions that have been identified.

f. Additional Documents

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

IX. SUBMISSION OF PROPOSAL

a. Proposal Delivery

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

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

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

“Deliver immediately to Amelia Hershberger”

“Sealed Application - Do not open”

“NEW YORK STATE AGRICULTURAL MEDIATION PROGRAM – Due October 13, 2021 at 2PM”

Proposals will not be accepted electronically or by fax.

b. Submission Deadline

Applications must arrive at the address above by no later than **Wednesday, October 13, 2021 at 2PM.**

X. QUESTIONS

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

Amelia Hershberger

ahershbe@nycourts.gov

Please indicate in “Subject” field: New York State Agricultural Mediation Program RFP #099
Question(s)

The deadline to submit questions is **Friday, October 1st at 2PM.** No questions will be entertained after this deadline. A written Questions & Answers (Q&A) listing all questions received and their answers will be posted on the UCS website at www.nycourts.gov/admin/bids in the Addenda column for the appropriate solicitation and mailed to the applicants list promptly after this deadline.

IMPORTANT: Contact by any prospective applicant, or any representative thereof, with any other personnel of the UCS in connection with this Bid/RFP may violate the Procurement Lobbying Act of 2005 (see Attachment IV), will jeopardize the respective applicant's standing and may cause rejection of its proposal.

XI. GENERAL SPECIFICATIONS

Charities Registration (not-for-profit corporations only)

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

Federal Requirements

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

Subcontracting

Subcontracting and any other transfer of any duties or obligation to be performed hereunder will be permitted only with the prior written consent of UCS to the proposed subcontractors. In the event that vendor proposes to use one or more subcontractors, the specific subcontractors and the services proposed to be performed by such subcontractors, must be listed in applicant's proposal. If a vendor that proposes to use one or more subcontractors is awarded the contract, the award will constitute the prior written approval of UCS to the subcontractors named in the applicant's proposal.

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

Online RFB/RFP Package: Disclaimer

Applicants accessing any UCS/OCA solicitations and related documents from the New York State UCS website www.nycourts.gov/admin/bids under "Current Solicitations" shall remain solely and wholly responsible for reviewing the respective solicitation & 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.

Binding Nature of Bid/Proposal on Applicants

All bids/proposals shall remain binding on applicants until such time as UCS provides written notification of its intent to award the contract to a specific applicant or until the applicant withdraws its bid/proposal in writing, whichever occurs first.

Estimated Quantities

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

Compliance with Laws

Awarded contractor(s) must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to, fire, health and safety codes, prior to and during the provision of all services

under the contract resulting from this RFB/RFP.

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

UCS reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, UCS may reject any bids/proposals from any applicants who are in arrears to the State of New York upon any debt or performance of any contract; or who have previously defaulted on any contractual obligations, (as contracting party, surety or otherwise), or on any obligation to the State of New York; or who have been declared not responsible or disqualified by any agency of the State of New York, who have any proceeding pending against them relating to the responsibility or qualification of the applicants to receive public contracts, whose proposal is incomplete or otherwise non-responsive in any material respect, or who are found to be non- responsible based on any of the criteria specified in the section headed 'Responsible Applicant'.

UCS also reserves the right to reject any applicant: (i) whose facilities and/or resources are, in the opinion of UCS, inadequate, too remote from the UCS locations to render services in a timely manner in accordance with all requirements of this solicitation; (ii) who does not provide references in accordance with the bid specifications, or whose references report significant failure to comply with specifications; or (iii) who are otherwise, in the opinion of UCS, unable to meet specifications.

Responsible Applicant

An applicant shall be defined as "responsible" in accordance with, but not limited to, references, past performance history, financial stability, the criteria set forth in paragraph 2 of the General Specifications (Attachment III-Vendor Responsibility Questionnaire: Instructions), 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 applicant's responsibility.

Clarification/Correction of Bids/Proposals

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

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.

Unified Court System Self-Insurance

UCS, a New York State governmental entity, is self-retained for risk of loss and liability.

Confidentiality

Applicant acknowledges that any and all information, records, files, documents or reports contained in any media format provided to the applicant by the court, or which may be otherwise encountered by applicant shall be considered extremely confidential and shall be handled accordingly at all times. Neither the applicant 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 UCS. Any breach of this confidentiality by the applicant or by any of its employees, servants, subcontractors, agents, or volunteers may result in the immediate termination of any resulting agreement by UCS and may subject the applicant 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.

Confidential/Proprietary Information

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

Financial Stability

Upon request by UCS, applicant 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.

Termination

Early termination of the contract for cause may result in, among other consequences, all remedies available to UCS and New York State, the awarded contractor both being declared non- responsible by the UCS/OCA, pursuant to the UCS and Office of the State Comptroller's guidelines on vendor responsibility and in the contractor's removal from the UCS/OCA applicants list for future solicitations.

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 applicant, 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.

Work for Hire

If awarded applicant 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 Exhibit 4/Appendix B attached.

EXHIBIT 1**DOCUMENT ENCLOSURE CHECKLIST**

The documents listed below must be submitted together with applicant's proposal.

Documents requiring signature must be duly signed where indicated. The listed documents may not be modified, retyped or amended in any manner.

A complete set of RFP documents must be submitted. Failure to provide all documents in the manner required may result in disqualification of an applicant's proposal.

- _____ Proposal Cover Sheet (p.1)
- _____ Narrative Description – Organizational Capacity (Article VIII (a))
- _____ References (Article VIII (b))
- _____ Line Item Budget/Budget Narrative (Article VIII (c) and Article (VIII (d))
- _____ Resumes and/or List of Qualifications for Proposed Staffing Plan (Article VIII(e))
- _____ Certificates of NYS Worker's Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. (See Exhibit 2 "Insurance Requirements" for a list of accepted forms.)
- _____ Copies of applicant's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications (See Exhibit 2 "Insurance Requirements" for a list of accepted forms.)
- _____ Employee Manual. If none, submit an explanation including policies and practices in place.
- _____ Attachment I - Standard Request for Bid Clauses & Forms
 - ☐ p.3 - Non-Collusive Bidding Certificate
 - ☐ p.4 - Corporate Acknowledgment
- x Attachment II - Not Applicable
- _____ Attachment III - Vendor Responsibility Questionnaire
 - ☐ questionnaire filed online via OSC VendRep System and certified within 6 months of the bid opening date, or
 - ☐ paper questionnaire
- _____ Attachment IV - Procurement Lobbying forms
 - ☐ Disclosure of Prior Non-Responsibility Determination (UCS 420)
 - ☐ Affirmation of Understanding and Agreement (UCS 421)

EXHIBIT 2

INSURANCE REQUIREMENTS

Grant recipients will be required to maintain, during the term of the contract, the following insurance coverage:

1. Workers' compensation and disability benefits insurance coverage as required under NYS law. Proof of workers' compensation insurance and disability benefits insurance must be provided with the grant application. If applicant is legally exempt from such coverage, proof of exemption must be provided. The only forms acceptable as evidence of these insurance requirements are:

Proof of Workers' Compensation Coverage

- Form C-105.2 - Certificate of Workers' Compensation Insurance issued by private insurance carriers; or
- Form U-26.3 issued by the State Insurance Fund; or
- Form SI-12 - Certificate of Workers' Compensation Self-Insurance; or
- Form GSI-105.2 - Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- Form CE-200 - Certificate of Attestation of Exemption from 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-120.2 - Certificate of Participation in Disability Benefits Group Self-Insurance; or
- Form DB-155 - Certificate of Disability Benefits Self-Insurance; or
- Form CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

Please note that an ACORD Certificate of Insurance is NOT acceptable proof of New York State workers' compensation or disability benefits insurance coverage. Applicants should obtain the appropriate Workers' Compensation Board forms from their insurance carrier or licensed agent, or follow the procedures set forth by the Workers' Compensation Board for obtaining an exemption from coverage. Required forms and procedures may be obtained on the Workers' Compensation Board website at www.wcb.ny.gov/ and click on 'Employers/Businesses' and/or 'Forms'. Any questions regarding workers' compensation coverage requirements should be directed to:

Workers' Compensation Board
Bureau of Compliance
(518) 462-8882
(866) 298-7830

Applicants awarded funding (whether through a new or amended contract) will be required to provide updated certificates of workers' compensation and disability benefits coverage that name the Unified Court System as the certificate holder if the applicable form has a space for a certificate holder to be listed.

The carrier must enter:

NYS Unified Court System
Office of Court Administration
Division of Professional and Court Services
2500 Pond View, Suite 104
Castleton-on-Hudson, New York 12033

The insurance carrier will notify the certificate holder if a policy is canceled.

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

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

Commercial general liability insurance coverage must be obtained from commercial insurance carriers licensed to do business in the State of New York. Proof of applicant's commercial general liability insurance coverage must be submitted with the grant application. Applicants awarded funding will be required to submit an updated certificate naming UCS as an additional insured or loss payee as appropriate and providing for at least thirty (30) days advance written notice to UCS of cancellation or non-renewal. The updated certificate must be submitted prior to finalization of the contract. The commercial general insurance of Applicants awarded funding shall be primary insurance with respect to UCS.

Products completed operations insurance coverage is not required if applicant provides written documentation prior to finalization of an awarded contract that the organization's commercial general insurance policy does not include coverage for products-completed operations. Automobile liability insurance is not required if applicant does not use vehicles in its operations.

3. Professional liability insurance in the amount of \$1,000,000 for all of applicant's professional employees that will perform with grant funding. Proof of applicant's professional liability insurance coverage must be submitted with the grant application. Organizations awarded funding will be required to contractually agree to obtain tail coverage for a minimum of two years in the event that the organization's professional liability coverage policy is terminated and either: (i) there is no replacement

policy; or (ii) the replacement policy does not cover claims made against the organization based on events that occurred prior to the effective date of the new policy.

EXHIBIT 3

**EVALUATION TOOL
TECHNICAL PROPOSAL SUMMARY RATING SHEET**

APPLICANT: _____

Demonstrated Capacity (65 points possible) **A.** _____

Reasonableness of Cost (35 points possible) **B.** _____

Total Points: 100 points **TOTAL** _____

A minimum average score of 50 is required for a contract to be awarded.

EVALUATOR **(Print)** _____

(Signature) _____

DATE ____/____/____

DETAIL RATING SHEETS

A. DEMONSTRATED CAPACITY (65 POINTS TOTAL)

A1. Evaluate the extent to which the proposer has demonstrated that the administration of NYSAMP fits within its mission. (5 points)

[Reviewer: Consider the following source of information: Question 1]

- 4-5 points: Proposer demonstrates that the administration of NYSAMP is in strong alignment with the agency's mission.
- 2-3 points: Proposer demonstrates that the administration of NYSAMP is in alignment with the agency's mission.
- 0-1 points: Proposer fails to demonstrate an appropriate mission fit.

A1 RATING_____

Basis for Rating:

A2. Evaluate the extent to which the proposer demonstrates the ability to work collaboratively with other organizations. (15 points)

[Reviewer: Consider the following sources of information: Question 2; References]

- 11-15 points: Proposer's references, past experience in partnership efforts, and statement of philosophy indicate the ability to work collaboratively with partner organizations and other stakeholders.
- 5-10 points: Proposer's references, past experience in partnership efforts, and statement of philosophy somewhat indicate the ability to work collaboratively with partner organizations and other stakeholders.
- 0-4 points: Proposer's references, past experience in partnership efforts, and statement of philosophy fail to sufficiently demonstrate the ability to work collaboratively with partner organizations and other stakeholders.

A2 RATING_____

Basis for Rating:

A3. Evaluate the proposer's description of the agency's internal controls procedure, ability to produce reports to staff and funders, and track record of handling accounts payable in a timely manner. (15 points)

[Reviewer: Consider the following sources of information: Questions 6 and 10]

11-15 points: Proposer demonstrates that:

- Internal controls procedures are in place and adequately described
- Board review, approval and monitoring of the budget takes place throughout the year
- Program staff and funders are likely to receive reports in a timely manner
- Accounts payable are paid in a timely manner

6-10 points: Proposer fails to meet at least one of the above criteria

3-5 points: Proposer fails to meet at least two of the above criteria

0-2 points: Proposer fails to meet three or more of the above criteria

A3 RATING_____

Basis for Rating:

A4. Evaluate the extent to which the proposer has demonstrated it has the technological infrastructure to support NYSAMP. (5 points)

[Reviewer: Consider the following sources of information: Questions 3 and 4]

4-5 points: The proposal thoroughly demonstrates both of the following criteria:

- strong technological infrastructure and protocols
- professional quality technological support

2-3 points: The proposal adequately demonstrates both of the above criteria.

1 point: The proposal adequately demonstrates one of the above criteria.

0 points: The proposal fails to adequately demonstrates either of the above criteria.

A4 RATING_____

Basis for Rating:

A5. Evaluate the agency's commitment, efforts and accomplishments toward maintaining diversity among its staff and promoting cultural competence. (5 points)

[Reviewer: Consider the following sources of information: Question 8]

- 4-5 points: Proposer demonstrates a consistent commitment, adequate efforts and accomplishments to maintaining diversity among staff and to promoting cultural competence of staff.
- 2-3 points: Proposer presents a plan that fails in some ways to adequately demonstrate consistent commitment, adequate efforts and accomplishments to maintaining diversity among staff and to promoting cultural competence of staff.
- 0-1 points: Proposer fails to adequately demonstrate consistent commitment, adequate efforts and accomplishments to maintaining diversity among staff and to promoting cultural competence of staff.

A5 RATING _____

Basis for Rating:

A6. Evaluate the organization's ability to administer human resources, payroll, and benefits functions in partnership with state or municipal government partner. (10 points)

[Reviewer: Consider the following sources of information: Question 5, References]

- 8-10 points: Proposer demonstrates extensive experience and ability in providing human resources, payroll, and benefits functions in partnership with a state or municipal government
- 5-7 points: Proposer demonstrates moderate experience and ability in providing human resources, payroll, and benefits functions in partnership with a state or municipal government
- 2-4 points: Proposer demonstrates limited experience and ability in providing human resources, payroll, and benefits functions in partnership with a state or municipal government
- 0-1 points: Proposer demonstrates experience and ability in providing human resources, payroll, and benefits functions, but not in partnership with a state or municipal government.

A6 RATING _____

Basis for Rating:

A7. Evaluate the extent to which the proposed staffing plan will support the successful implementation of NYSAMP. (10 points)

[Reviewer: Consider the following sources of information: Question 7; Resumes and Job Descriptions]

- 8-10 points: The proposed staffing plan, as well as the attached resumes and list of qualifications, will provide strong staffing of highly qualified individuals who have knowledge and experience in both agriculture and mediation. The proposed plan is very likely to maintain and expand current NYSAMP programming while also support the administrative requirements of this contract.
- 4-7 points: The proposed staffing plan, as well as the attached resumes and list of qualifications, will provide adequate staffing of qualified individuals who have knowledge and experience in both agriculture and mediation. The proposed plan is likely to maintain current NYSAMP programming while also support the administrative requirements of this contract.
- 0-3 points: Proposer fails to provide both a detailed staffing plan and resumes or list of qualifications for all proposed positions.

A7 RATING _____

Basis for Rating:

SUBTOTAL FOR PART “A”:

A1: _____

A2: _____

A3: _____

A4: _____

A5: _____

A6: _____

A7: _____

Total: _____

B. REASONABLENESS OF COST (35 POINTS TOTAL)

B1. Evaluate the extent to which the proposed budget will effectively utilize funding for salaries, fringe benefits, and non-personnel expenses. (20 points)

[Reviewer: Consider the following sources of information: Employee Manual; Article VIII(c), Article VIII(d)]

- 15-20 points Proposer demonstrates reasonable and appropriate costs for:
- NYSAMP staff salaries
 - NYSAMP staff fringe benefits
 - payments to mediators
 - other non-personal expenses related to NYSAMP
- 10-14 points The proposal adequately demonstrates three of the above criteria.
- 5-9 points The proposal adequately demonstrates two of the above criteria.
- 2-4 points The proposal adequately demonstrates one of the above criteria.
- 0-1 points The proposal fails to adequately demonstrates any of the above criteria.

B1 RATING_____

Basis for Rating:

B2. Evaluate the extent to which the percentage of UCS funds that support administrative costs, whether included as an indirect cost rate or directly charged in the budget, (including salaries and fringe benefits of non-program staff, real estate expenses that are not utilized for the direct delivery of services, and related costs) is reasonable and sufficiently justified. (15 points)

[Reviewer: Consider the following source of information: Question 9, Article VIII(c) and Article VIII(d)]

- 12-15 points Administrative costs are appropriate and provide for sufficient agency administration of the program.
- 8-11 points. Some administrative costs are either too high or too low to provide for reasonable administration of the program, or are insufficiently justified.
- 4-7 points. Most administrative costs are either too high or too low to provide for reasonable administration of the program, or are insufficiently justified.
- 0-3 points Administrative costs are unreasonable and/or not justified.

B2 RATING _____

Basis for Rating:

SUBTOTAL FOR PART “B”:

B1: _____

B2: _____

Total: _____

EXHIBIT 4

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.
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.