



# **NEW YORK STATE UNIFIED COURT SYSTEM**

## **Request for Proposals #105 OCA / Professional and Court Services**

### **Suffolk County DWI Treatment Court Evaluation Services**

\*\*\*\*\*

**Proposal Cover Sheet: Suffolk County DWI Treatment Court, \$40,000 total available funding (Grant #15PBJA-21-04197-DGCT)**

<b>Legal Name of Applicant</b>	
<b>Executive Director/CEO</b>	
<b>Proposal Contact Person, Title, Phone Number and Email Address</b>	
<b>Years of Experience</b>	
<b>Total Funding Requested</b>	
<b>Address</b>	
<b>Phone</b>	
<b>Fax</b>	
<b>Email</b>	
<b>Website Address (not required)</b>	
<b>Federal Tax Identification No. (TIN)</b>	
<b>Signature of officer authorized to enter into contracts on the organization's behalf</b>	<hr/>

\*\*\*\*\*

**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**

\*\*\*\*\*

## **Contents**

**Proposal Cover Sheet**.....p. 1

### **RFP Contents**

- I. Background Information and Instructions
- II. Project Information
- III. Award
- IV. Minimum Qualifications
- V. Project Services
- VI. Insurance Requirements
- VII. Award Selection Criteria and Method of Award
- VIII. Required Documents
- IX. Submission of Proposal
- X. Questions
- XI. General Specifications

### **Attachments**

Attachment I - Standard Request for Bid Clauses & Forms

Attachment III - Vendor Responsibility: Acknowledgment Form and VR Questionnaire

Attachment IV - Procurement Lobbying forms

### **Exhibits**

- Exhibit 1: Document Enclosure Checklist
- Exhibit 2: Insurance Requirements
- Exhibit 3: Proposal Rating Tool
- Exhibit 4: Appendix B: Materials Produced Under the Agreement

## I. BACKGROUND INFORMATION

The New York State Unified Court System (UCS) Office of Court Administration's (OCA) Division of Professional and Court Services is soliciting proposals via this Request for Proposals (RFP) for the purpose of establishing a contract to provide evaluation services for the Suffolk County DWI Drug Treatment Court.

UCS operates problem-solving courts, among them drug courts, which help judges and court staff respond to the needs of participants and the community. Problem-solving courts look to the underlying issues that bring people into the court system, employ innovative approaches to address those issues, and seek to simplify the court process for participants. A drug court involves an intervention by the court in cooperation with a team of specialists in social services, treatment, and criminal justice professionals in the local community. In return for a promise of a reduced sentence, appropriate non-violent addicted offenders are given the option of entering voluntarily into court-supervised treatment. The rules and conditions of participation are clearly stated in a contract entered into by the defendant, the defense attorney, the district attorney, and the court.

## II. PROJECT INFORMATION

UCS is the recipient of a grant awarded by U.S. Department of Justice, Office of Justice Programs, the Bureau of Justice Assistance (BJA), for the purpose of funding the Suffolk County Drug Treatment Court program to develop a DWI track. The BJA grant award is hereinafter referred to as the "Project." The BJA grant period is October 1, 2021 – September 30, 2025 (hereinafter, "Grant Term"). This RFP seeks evaluation services (hereinafter, "Evaluation Services") for the Suffolk County DWI Treatment Court as set forth in Article V below.

### GRANT CHART

Grant Number	Jurisdiction	Project Goals	Maximum Available Grant Term Funding
15PBJA-21-GG-04152-DGCT	Suffolk County DWI Treatment Court, Suffolk County, NY	The Suffolk County Drug Treatment Court will develop a DWI track for individuals arrested for Driving While Intoxicated/Driving Under the Influence (DWI/DUI).	\$40,000

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

### **III. AWARD**

UCS intends to award one Evaluation Services contract for Suffolk County DWI Treatment Court Evaluation Services for a term effective on or about June 1, 2022 and terminating on September 30, 2024 (“Contract Term”).

In the event of an extension of the grant term by BJA, UCS shall have the option to extend an awarded contract at no additional cost for a maximum of twelve (12) months upon the same terms and conditions as of the expiration date of the Contract Term.

### **IV. MINIMUM QUALIFICATIONS**

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

Individuals or organizations with at least three (3) years of experience in performing services relevant to those described herein, as demonstrated by the applicant’s responses to questions VIII(a) 4 and 5.

### **V. PROJECT SERVICES**

UCS seeks proposals for performance of the Evaluation Services listed below. The selected applicant shall be required to:

- design a process and outcome evaluation plan in collaboration with the Court;
- develop evaluation instruments to ensure collection of all data required to monitor grant related goals and objectives;
- review current databases utilized to ensure all necessary quantitative and qualitative data is collected;
- assist the court in collecting and compiling data for continuous quality assurance improvement for the participant intake process, integration of substance abuse counseling, service delivery, program completion rates and effectiveness in reducing recidivism;
- ensure all necessary quantitative and qualitative data is collected for quarterly and annual evaluation reports and as required by BJA for periodic reporting pursuant to the Government Performance and Results Act (GPRA);
- assist the court on an ongoing basis to track participants to ensure GPRA court-client outcome data is being collected at the appropriate points in time as required by BJA;
- prepare quarterly and annual evaluation reports that include analyses of outcome and process findings and provide to the project’s Workgroup;
- complete bi-annual and/or annual reports as required to BJA;
- provide feedback to the Court on an ongoing basis to promote continuous quality improvement and make recommendations for data informed policy changes; and
- produce a final program evaluation report.

### **VI. INSURANCE REQUIREMENTS**

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

## VII. AWARD SELECTION CRITERIA AND METHOD OF AWARD

A single award will be made pursuant to this RFP. The selected awardee must 1) meet the minimum qualifications outlined in Article IV, above; 2) be a responsible applicant as determined in accordance with the criteria in Article XI; and 3) receive the highest composite (technical + cost) score in excess of the minimum score as determined by the selection criteria set forth herein.

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

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

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

Proposals will be scored as follows:

<b>Technical Criteria (75%)</b>	<b>Maximum Points</b>
Capacity	35
Proposed Service Delivery	40
<b>Maximum Technical Points</b>	<b>75</b>
Cost (25%)	25
<b>Maximum Cost Points</b>	<b>25</b>
<b>MAXIMUM TOTAL POINTS</b>	<b>100</b>

Organizational capacity and program and staffing plan criteria are contained the Rating Tool attached as Exhibit 3 hereto.

Cost submissions will be scored as follows:

The proposal with the lowest cost will be awarded maximum points (25); each higher cost proposal will be award points according to the following formula:

$$\text{Lowest cost proposal} \div \text{Higher cost proposal} \times 25$$

For example: Assuming the lowest cost proposal is \$100 and the next higher cost proposal is \$125, the \$100 cost proposal would be awarded 25 points and the \$125 cost proposal 20 points based on the following computation:

$$100 \div 125 = (.8) \times 25 = 20$$

*Note: A minimum Technical Criteria point score of 40 (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 - Capacity**

Applicants must submit a narrative description of no more than 4 pages (excluding the sample evaluation report in #5 below) addressing all of the organizational capacity requirements listed below:

1. Briefly describe the proposer's philosophy of, role in and approach, to evaluation services.
2. Briefly describe the proposer's current principal activities.
3. Describe the proposer's experience, if any, with government-funded BJA or similar projects.
4. Describe the proposer's prior experience providing evaluation services in a court or criminal justice setting. In particular, include a description of evaluation services (or other related services) provided in connection with BJA grants or similar programs, if any. Include the number of and duration of projects.
5. Provide a copy of an evaluation report completed by applicant in connection with the above-mentioned services. (Please redact any confidential, privileged or proprietary information.) Provide a sample evaluation report if an actual report is not available.
6. Describe the proposer's prior experience collecting or capacity to collect Government Performance and Results Act (GPRA) data. If applicant does not have prior experience describe proposed plan.

#### **b. Project Resumes**

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

#### **c. Proposed Service Delivery.**

Applicants must submit a project service delivery description of no more than five (5) pages addressing all of requirements listed below. Applicant's descriptions should take into account the specific program goals as listed in the Grant Chart.

1. Describe the proposer's staffing plan, including the responsibilities, qualifications and level of effort (percentage of time) and amount of time on-site allocated for each person who will provide services.

2. Describe the proposer's plan to design a process and outcome evaluation plan in collaboration with the family treatment court project team, including the manner of collaboration and the proposed design process.
3. Describe the proposer's plan to develop evaluation instruments to ensure collection of all data required to monitor grant related goals and objectives.
4. Provide a detailed plan to collect quantitative and qualitative data, including types of data points and data sources.
5. Describe the proposer's plan to work with the court to collect GPRA court-client outcome data.
6. How will the proposer provide feedback to the drug court project team in an effective and ongoing basis? Include information about the frequency of on-site meetings, timing and content of proposed feedback and how the proposer will ensure that feedback is structured to promote data informed policy changes.
7. Describe the proposer's plan to deliver interim and a final program evaluation reports within the Grant Term. Include the resources, if any, the proposer will need to access to successfully complete the reports. (Note: any such resources must be provided within the budget parameters set forth below.)

**d. Line Item Budget Proposal**

Applicants must submit a line item budget proposal indicating the total amount of funding requested *for each period within* the proposed contract term of June 1, 2022 – September 30, 2025 (Contract Period). The Contract Periods are as follows:

June 1, 2022 – September 30, 2022 (4 months)

October 1, 2022 – September 30, 2023 (12 months)

October 1, 2023 – September 29, 2024 (12 months)

October 1, 2024 – September 30, 2025 (12 months)

The budget proposal must also include a total proposed budget for the entire contract term (June 1, 2022 – September 30, 2025); minimum budget is \$40,000

The budgets must be submitted on the Required Budget Form available at <http://ww2.nycourts.gov/admin/bids/currentsolicitations.shtml>. The budget must include travel expenses for attendance by at least 1 bidder staff person at 1 mandatory grantee meeting per Contract Period.

The maximum total budget amount for the Contract Term may not exceed the amounts articulated in “Grant Project Goals and Available Funding.” Proposals with total budgeted costs in excess of such amount 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.

**1. Non-Allowable Costs/Expenses**

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

- Major capital expenditures
- Interest costs
- Fundraising costs
- Advertising costs (except for recruitment of Project Services personnel)
- Entertainment costs
- Costs for dues, attendance at conferences or meetings of professional organizations *except* that all budgets must include travel expenses for attendance by at least one (1) person(s) at one (1) mandatory grantee meeting per Contract Period.

## 2. Budget Narrative

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

### e. 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”**

**“SUFFOLK COUNTY DWI TREATMENT COURT EVALUATION RFP #105 – Due**

**May 20, 2022 at 2PM”**

**Proposals will not be accepted electronically or by fax.**

### b. Submission Deadline

Applications must arrive at the address below by no later than **Thursday, May 20<sup>th</sup>, 2022 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](mailto:ahershbe@nycourts.gov)

Please indicate in “Subject” field: Suffolk County DWI Treatment Court Evaluation Services RFP Question(s)

The deadline to submit questions is **Monday, May 9<sup>th</sup>, 2022 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](http://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 corporation vendors must be registered with the New York State Office of the Attorney General as a charitable organization, and the registration must be up to date at the time of contract approval. Vendors must be sure all their documents are up-to-date and comply with the vendor responsibility requirements as outlined below. To determine the status of your charities registration information, contact: [https://www.charitiesnys.com/RegistrySearch/search\\_charities.jsp](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. It is the responsibility of the applicant to be fully familiar with the federal terms and conditions of the award.

(See <https://www.ojp.gov/funding/explore/legaloverview2022/mandatorytermsconditions> for current grant terms and conditions.)

### **Subcontracting**

Subcontracting or other transfer of any duties or obligation to be performed hereunder will be permitted only with the prior written approval of UCS. In the event that a 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. UCS reserves the right to request additional information from subcontractors.

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](http://www.nycourts.gov/admin/bids) under “Current Solicitations” shall remain solely and wholly responsible for reviewing the respective solicitation and bid documents on the internet regularly, up to the scheduled date and time of the bid/proposal due date, to ensure their knowledge of any amendments, addenda, modifications or other information affecting the solicitation or bid documents in question.

**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 corporations, or other organizations 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 their responsibility or qualification 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 “Responsible Applicant” section.

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 two 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 or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an applicant’s proposal 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 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, upon request, must provide justification why such material should not be disclosed to parties other than UCS and the Offices of the New York State Attorney General and Comptroller. Applicants are advised that any material deemed confidential by applicant may still be subject to disclosure in connection with any governmental or judicial proceeding or inquiry or as may be required by applicable law, including but not limited to Article 6 of the New York Public Officers Law (Freedom of Information Law). Such confidential/proprietary information must be easily separable from the non-confidential sections of the proposal.

### **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. Failure to do so as required may disqualify applicant's response.*

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

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

- ☐ Proposal Cover Sheet (p.2)
- ☐ Narrative Description – Organizational Capacity (Article VIII (a))
- ☐ Project staff resumes (Article VIII (b))
- ☐ Project Description (Article VIII (c))
- ☐ Line Item Budget Proposal/Budget Narrative (Article VIII (d))
- ☐ 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.)
- ☐ Attachment I - Standard Request for Bid Clauses & Forms
  - ☐ p.3 - Non-Collusive Bidding Certificate
  - ☐ p.4 - Corporate Acknowledgment
- ☒ 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 the following insurance coverage during the term of the contract:

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/](http://www.wcb.ny.gov/) and click on 'Employers/Businesses' and/or 'Forms'. Any questions regarding workers' compensation coverage requirements should be directed to:

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

Applicants awarded funding (whether through a new or amended contract) will be required to provide updated certificates of workers' compensation and disability benefits coverage that name the 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 in or otherwise authorized to do business in the State of New York. Proof of applicant's commercial general liability insurance coverage must be submitted with the grant application. Applicants awarded funding will be required to submit an updated certificate naming UCS as a certificate holder, an additional insured or loss payee, as appropriate, and providing for at least thirty (30) days advance written notice to UCS of cancellation or non-renewal. The updated certificate must be submitted prior to finalization of the contract. The commercial general insurance of Applicants awarded funding shall be primary insurance with respect to UCS.

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

3. Commercial or other Property Insurance (hazard and casualty) coverage must be obtained from commercial insurance carriers licensed or otherwise authorized to do business in the State of New York. Proof of applicant's commercial property insurance coverage must be submitted with the grant application. Applicants awarded funding will be required to submit an updated certificate naming UCS as an additional insured and loss payee, that provides for at least thirty (30) days advance written notice to UCS as certificate holder for cancellation or non-renewal prior to finalization of the contract. Such

insurance shall cover the premises owned or rented by the center in an amount not less than the full insurable value (replacement value) of the real property unless otherwise approved in writing by UCS.

4. Professional liability insurance in the amount of \$1,000,000 for all of applicant's professional employees that will perform with grant funding. Proof of applicant's professional liability insurance coverage must be submitted with the grant application. Organizations awarded funding will be required to contractually agree to obtain tail coverage for a minimum of two years in the event that the organization's professional liability coverage policy is terminated and either: (i) there is no replacement policy; or (ii) the replacement policy does not cover claims made against the organization based on events that occurred prior to the effective date of the new policy.

**EXHIBIT 3**

**EVALUATION TOOL  
TECHNICAL PROPOSAL SUMMARY RATING SHEET**

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

**Capacity (35 points possible)** A. \_\_\_\_\_

**Proposed Service Delivery (40 points possible)** B. \_\_\_\_\_

**Total Points: 75 points** **TOTAL** \_\_\_\_\_

**A minimum average technical score of 40 is required for a contract to be awarded.**

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

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

**DATE** \_\_\_\_/\_\_\_\_/\_\_\_\_

**DETAIL RATING SHEETS****PROPOSAL:** \_\_\_\_\_**REVIEWER:** \_\_\_\_\_

Instructions to reviewers: For each sub-question, award a value of 0 up to the maximum points allowed for the question based on your assessment of the proposal.

**A. CAPACITY (35 POINTS POSSIBLE)**

\_\_\_\_\_ A1. Rate the appropriateness of the proposer's philosophy and current principal activities with respect to the provision of evaluation services for the Project. *(up to 6 points: 6 = excellent, 4-5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ A2. Assess the proposer's stated experience working on government funded projects. *(up to 6 points: 6 = excellent, 4-5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ A3. Assess the proposer's stated capacity to provide evaluation services for grant-funded programs from the Bureau of Justice Assistance. *(up to 8 points: 8 = excellent, 7-6 = very good, 5-4 = good, 3-2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ A4. Assess the proposer's stated capacity to provide evaluation services in a court or criminal justice setting. *(up to 7 points: 7 = excellent, 6-5 = very good, 4-3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ A5. Assess the proposer's capacity to collect Government Performance and Results Act (GPRA) data. *(up to 8 points: 8 = excellent, 7-6 = very good, 5-4 = good, 3-2 = fair, 1 = poor, 0 = unacceptable)*

**SUBTOTAL FOR PART "A" (A1 + A2 + A3 + A4 + A5) \_\_\_\_\_**

**B. PROPOSED SERVICE DELIVERY (40 POINTS POSSIBLE)**

\_\_\_\_\_ B1. Assess the proposer's staffing plan. Are the proposed positions qualified and allocated at a level of effort appropriate to perform the Evaluation Services? *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B2. Assess the proposer's plan to design an evaluation with respect to quality of design and quality of collaboration. Is the plan feasible and appropriate? *(up to 6 points: 6 = excellent, 4-5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B3. Assess the proposer's plan to develop evaluation instruments to ensure collection of all data required to monitor grant related goals and objectives and is the plan feasible? *(up to 6 points: 6 = excellent, 4-5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B4. Assess the proposer's plan for data collection for both qualitative and quantitative data. Are the data points indicated appropriate to the Project and is the plan for collection feasible? *(up to 6 points: 6 = excellent, 4-5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B5. Assess proposer's plan to work with the court to collect GPRA court-client outcome data. Is the plan structured to allow for data collection at appropriate points in time. *(up to 6 points: 6 = excellent, 4-5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B6. Assess the proposer's plan to provide feedback to court on an ongoing basis. Is the plan likely to be effective, timely and structured to promote data informed policy changes? *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B7. Assess the proposer's response (including actual or sample report submitted) to produce quality interim and final reports and the ability to deliver same within required timelines. Is it likely to result in a report of high quality? *(up to 6 points: 6 = excellent, 4-5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

**SUBTOTAL FOR PART "B" (B1 + B2 + B3 + B4 + B5 + B6 + B7) \_\_\_\_\_**

**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.