



NEW YORK STATE UNIFIED COURT SYSTEM

Request for Proposals # 129 OCA / Professional and Court Services

New York City Community Resolve Initiative Restorative Justice Services

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Reading this Request for Proposals

This Request for Proposals (RFP) comprises the *Articles*, *Attachments*, and *Exhibits* described below.

There are twelve (12) **Articles** in this main document:

- 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. Pre-Bid Conference
- XII. General Specifications

In addition, there are three (3) standard **Attachments**: Attachments I, III, and IV. Note that Attachment II is deliberately not included in this RFP. The three Attachments that are included in this RFP are available for download from the table on the Unified Court System's Current Solicitation webpage (<http://ww2.nycourts.gov/admin/bids/currentsolicitations.shtml>). The attachments are available in the row corresponding to this RFP and in the "Addenda" column. If this RFP requires vendors to submit a "required budget form," that form is available for download in the same row and column as the Attachments.

Lastly, there are **Exhibits** that are published in this main document following Article XII. Vendors are strongly encouraged to follow the checklist in Exhibit 1 when assembling their proposal.

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



For information about *why the Unified Court System has issued this RFP*, please consult Articles I, II, and V.

If you want to know *whether you or your organization qualifies to submit a proposal*, please consult Articles IV and VI as well as Attachment III and Exhibit 3.

For information about *how and when to submit any questions*, please consult Article X. If you want to know *whether a pre-bid conference will be held*, please consult Article XI.

For guidance about *how to submit your proposal*, including *formatting requirements*, please review Articles VIII and IX as well as Exhibits 1 and 2.

For details about *how your proposal will be evaluated*, please read Articles IV, VII, VIII, and XII as well as the Proposal Rating Tool in Exhibit 4.

Finally, the *number of available awards and the duration of the resultant contract* can be found in Article III. This RFP includes the standard "Appendix B" that will be incorporated into any resultant contract (see Exhibit 5).

I. BACKGROUND INFORMATION

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

The UCS Office of Court Administration's (OCA) Division of Professional and Court Services (DPCS) is soliciting proposals via this Request for Proposals (RFP) for the purpose of establishing a contract to provide services consistent with principles of restorative justice (RJ) for appropriate juvenile justice referrals from the New York City Department of Probation (NYC DOP). These services will be delivered pursuant to a program titled the Community Resolve Initiative (CRI).

CRI is a collaboration among UCS, NYC DOP, and nonprofit Community Dispute Resolution Centers (CDRCs) located in New York City. Using an approach rooted in RJ principles, CRI strives to repair harm caused by youth engaged in criminal activity as well as meet the needs of victims and the community, prevent further involvement in the justice system, and help participating youth gain a greater understanding of the harm they have caused. CRI was originally implemented after the New York State Legislature enacted "Raise the Age" legislation to change the age when a child can be prosecuted as an adult in a criminal case. With "Raise the Age" laws now fully implemented, the majority of cases involving 16- and 17-year-olds flow through the Family Court and therefore require age-appropriate services to build community and repair harm.

The target population for CRI is 16- and 17-year-olds under the jurisdiction of Family Court for person-on-person offenses (e.g., assault and robbery cases) that are eligible and suitable for NYC DOP's adjustment services.¹ The selected vendor will engage young people involved in the juvenile justice system (also referred to as the 'person who caused harm') and those impacted by their behavior, which includes complainants (also referred to as victims or the 'person who was harmed') as well as the young person's family and circle of influence. In addition, and as program capacity allows, NYC DOP may refer cases involving individuals other than 16- or 17-year-olds or individuals arrested for conduct not constituting person-on-person offenses.

¹ "The term *adjustment services* means services provided by probation pursuant to [Family Court Act § 308.1] for the purpose of avoiding the need to file a petition or direct the detention of the youth. The objective of adjustment services is to provide prompt attention to: victim reparation, public safety, and the reduction of future risk of recidivism. Such services shall include efforts to adjust cases before a petition is filed, or by order of the court, after the petition is filed but before fact-finding is commenced." 9 NYCRR § 356.1(e). For additional information regarding adjustment services, see 9 NYCRR § 356.7.

After execution of the contract resulting from this RFP, NYC DOP probation officers and CDRC staff members will continue to offer CRI services collaboratively across all five NYC boroughs and will include options in three general categories:

1. Services that will help young people who were arrested improve behavior, build community, and repair harm;
2. Services that assist victims and others affected by the incident; and,
3. Services that provide an opportunity for the young person who was arrested and victims to interact directly in an effort to repair harm.

CRI is designed to meet the needs of victims and the community, prevent further involvement with the juvenile justice system, and help young people who have been arrested gain a greater understanding of the harm they have caused. To do so, CRI provides a range of RJ practices as appropriate, including restorative conferences, meetings with victims, helping victims navigate the justice system and find appropriate services and resources; and other RJ-based services.

II. PROJECT INFORMATION

NYC DOP (the “Grantor”) and UCS are expected to share equally the cost for services delivered under the contract resulting from this RFP. The maximum available funding for Project Services (as set forth in Article V below) performed during April 1, 2023 – March 31, 2026, will not exceed \$765,100, provided, however, that such period may be extended upon mutual agreement of Grantor and UCS (the “Project Term”). UCS reserves the right to request a no-cost extension of the Project Term from the Grantor.

III. AWARD

UCS intends to award one contract for a term beginning on or around April 1, 2023, and terminating on March 31, 2026 (“Contract Term”). This award is contingent on receipt of funding from NYC DOP.

Notwithstanding the foregoing, the Contract Term of any contract resulting from this RFP may extend to a term not to exceed five (5) years in total, which contract shall terminate upon the earlier of: (i) five (5) years from the contract commencement date; or (ii) the complete expenditure of funding available for Project Services, whichever is earlier, unless otherwise terminated pursuant to the terms of said contract. Awarded contractor shall be contractually obligated to provide the Project Services for the Project Term, as it may be amended or extended. UCS and awarded contractor shall communicate regularly concerning the remaining amount of grant funds and the approximate timing of complete expenditure.

IV. MINIMUM QUALIFICATIONS

UCS will only consider proposals from applicants that are currently (that is, at time of application and award) under contract with UCS to operate a CDRC pursuant to Judiciary Law Article 21-A in one or more of the following counties in New York State: Bronx County, Kings County, New York County, Queens County, or Richmond County. Judiciary Law § 849-e(1) authorizes the UCS Chief Administrator to accept and disburse money from any public or private agency or person for the purposes of effectuating the provisions of Judiciary Law Article 21-A. UCS has determined that delivering RJ services pursuant to

the CRI is consistent with the intent and provisions of that Article; accordingly, UCS has determined that the services procured from this RFP are an enhancement to the community dispute resolution services provided pursuant to existing contracts with current CDRCs.

V. PROJECT SERVICES

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

1. Conduct case intake and case management for all referred cases, including educating referred parties about restorative conferences and their benefits; screening cases for appropriateness and safety; preparing interested parties to participate in the process; and following up with parties after services have been delivered.
2. Facilitate restorative conferences that include persons who caused harm, people who were harmed, and other people who were impacted by the harm.
3. Meeting with people who were harmed to help them navigate the justice system and find appropriate services and resources.
4. Provide other supportive services as requested by NYC DOP, such as support circles, mediation, conflict coaching, and facilitating the development of victim impact statements and apology letters.
5. Provide ongoing training to restorative conference facilitators and neutrals providing other supportive services.
6. Maintain collaborative relationships with NYC DOP staff at the borough and central office.
7. Utilize a database to store case information.
8. Provide reports to NYC DOP on a regular basis regarding case activity, case outcomes, and client satisfaction.
9. Maintain confidential case files.

Required Staffing:

Staff hired or funded under this grant will be expected to provide a combination of work at NYC DOP offices (on-site work) and work not performed at those sites (off-site work). Staff will be expected to provide at least the following on-site presence at each NYC DOP local borough office:

- a. Bronx County:
 - i. Bronx County Family & Intake Services (BFIS), 900 Sheridan Avenue, 6th Floor, Bronx, NY – one day per week
 - ii. Bronx Youth Part, Bronx County Hall of Justice, 265 E. 161st Street, Bronx, NY – one day per week
- b. Kings County (Brooklyn): Kings County Family & Intake Services (KFIS), 330 Jay Street, 11th Floor, Brooklyn, NY - two days per week
- c. New York County (Manhattan): New York County Family & Intake Services (MFIS) 60 Lafayette Street, 2nd Floor, New York, NY - two days per week

- d. Queens County:
 - i. Queens County Family & Intake Services (SFIS), 151-20 Jamaica Avenue, 1st Floor, Jamaica, NY - one day per week
 - ii. Queens Youth Part, 125-01 Queens Boulevard, Kew Gardens, NY – one day per week
- e. Richmond County (Staten Island): Richmond County Family & Intake Service (SIFIS), 130 Stuyvesant Place, 4th Floor, Staten Island, NY - one day per week

VI. INSURANCE REQUIREMENTS

Awarded applicant shall be required to maintain the insurance specified in Exhibit 3 hereto (Insurance Requirements) at its own cost and expense during the Contract 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 “Responsible Bidder” paragraph set forth in Article XII (General Specifications).

Proposals will be reviewed and rated by a team of qualified **staff from UCS and from the New York City Department of Probation**. In the event of a tie composite score, the applicant with the higher cost score will prevail. Proposals will be scored as follows:

Technical Criteria (75%)	Maximum Points
Organizational Capacity	30
Proposed Service Delivery	45
Maximum Technical Points	75
Reasonableness of Cost Criteria (75%)	
Cost (25%)	25
Maximum Cost Points	25
MAXIMUM TOTAL POINTS	100

Technical points and **cost points** shall be awarded per the criteria set forth in the Proposal Rating Tool attached as Exhibit 4 hereto.

Note: A minimum Technical Criteria point score of 35(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. Pages should be numbered. To facilitate photocopying, do not permanently bind documents.

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

A complete set of the documents required below must be submitted:

- (a) Responses to the organizational capacity questions (not to exceed five (5) pages);
- (b) Responses to the request for project resumes or job descriptions;
- (c) Responses to the project description questions (not to exceed five (5) pages);
- (d) A proposed line-item budget;
- (e) A narrative description (not to exceed three (3) pages) of expenses set forth in the line-item budget; and
- (f) Additional documents set forth in Exhibit 1.

a. Organizational Capacity Questions

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

1. Briefly describe the proposer's current principal activities and mission statement.
2. Describe the proposer's expertise and experience, if any, providing services based in restorative justice principles, including restorative conferences, victim impact statements, and apology letters. Also, describe the proposer's experience and expertise providing services to individuals involved in the criminal justice system, including the number and duration of any initiatives through which such services were delivered.
3. Describe the proposer's current capacity to facilitate restorative conferences, including (i) the number of staff and community members who have completed pertinent training and facilitated circles and conferences; and (ii) the name of the training, name of the trainer, date of the training, and duration of the training for each individual who is qualified to facilitate restorative conferences.
4. Describe the organization's experience, if any, providing services to victims of crimes and supporting them in navigating the justice system and accessing services and benefits.
5. Describe how the organization ensures client confidentiality, including its relevant policies

and practices.

6. Describe the proposer's experience and capacity to manage government funded programming effectively, including, but not limited to, the ability to meet fiscal and programmatic reporting requirements and to work in partnership with the court and other governmental partners.
7. Provide an organizational chart showing all supervisory staff (this chart will not be included in the page limit).
8. Describe the proposer's experience collecting, analyzing, and reporting case data.

b. Project Resumes

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

c. Project Description Questions

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

1. Describe the proposer's plan for implementing RJ services, including, but not limited to, restorative conferencing, apology letters, victim impact statements, and mediation.
2. Describe the proposer's plan to recruit, hire, and train the staff needed to implement the CRI.
3. Describe the proposed supervisory structure for the project.
4. Describe the proposer's plan for ensuring the delivery of high-quality of restorative conferences and other RJ services.
5. Describe the proposer's plan for assisting victims, including how the Proposer will help victims access services and benefits.
6. Describe how the proposer will develop collaborative relationships with NYC DOP staff in each borough. Discuss how the proposer will provide continuous feedback to NYC DOP on an effective and ongoing basis. Include information about the 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 proposed staffing plan for CRI, including how the proposer will ensure minimum on-site coverage at NYC DOP offices in each borough and how the proposer will ensure that all functions of the CRI are performed adequately.
8. Describe the proposer's plan to enter all data into the Caseload Manager database and report performance measures as required.
9. Describe the proposer's plan to ensure the safety of recipients of proposed services, including third-party neutrals and victims.

d. Line-Item Budget Proposal

Applicants must submit a line-item budget proposal indicating the total amount of funding requested *for each period* (“Budget Period”) described below within the Contract Term. The budget must be submitted on the Required Budget Form available at

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

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

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

1. The Budget Periods are as follows:

April 1, 2023 – March 31, 2024; maximum budget \$250,000

April 1, 2024 – March 31, 2025; maximum budget \$255,000

April 1, 2025 – March 31, 2026; maximum budget \$260,100

2. The budget proposal must include a maximum total budget amount for the entire Contract Term (April 1, 2023 – March 31, 2026); maximum budget is \$765,100.

3. 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

e. 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 Non-Personal Service (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 (for example, 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.

***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 CITY COMMUNITY RESOLVE INITIATIVE RESTORATIVE JUSTICE
SERVICES RFP # 129– Due Thursday, February 23, 2023, 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 **Thursday, February 23, 2023, 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 City Community Resolve Initiative Restorative Justice Services RFP # 129 Question(s)

The deadline to submit questions is **Thursday, February 9, 2023 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 <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. PRE-BID CONFERENCE

A pre-bid conference will not be held.

XII. GENERAL SPECIFICATIONS

Access to Court Facilities

Awarded contractor must comply with all applicable location rules, policies, guidelines and procedures in order to be granted access to court facilities. Where applicable to the performance of work under an awarded contract, bidders shall be wholly responsible for familiarity with the physical layout and access to the courts and buildings in question, including but not limited to, roadways, overhangs, parking, security, elevators, required access permits or insurance certificates. Court staff cannot modify security measures, access protocols, or parking restrictions to facilitate awarded contractor's entrance to or egress from court facilities unless required to do so by law.

Binding Nature of Bid/Proposal on Bidders

All bids/proposals shall remain binding on bidders until such time as UCS/OCA provides written notification of its intent to award the contract to a specific bidder or until the bidder requests withdrawal of its bid/proposal in writing, and such withdrawal is accepted by UCS/OCA in its sole discretion in accordance with applicable law, whichever occurs first.

Charities Registration (not-for-profit corporations only)

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

Clarification/Correction of Bids/Proposals

In addition to any rights articulated elsewhere in this solicitation, UCS reserves the right to require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of this solicitation. This clarifying information, if requested in writing by UCS, must be submitted by the bidder, in accordance with formats as prescribed by UCS at the time said information is requested and, if received by the due date set forth in UCS's request for clarification, shall be included as a formal part of the bidder's proposal. Clarifying information, if any,

whether provided orally, visually, or in writing, will be considered in the evaluation process. Failure to provide required information by its associated due date may result in rejection of the bidder's proposal. Nothing in the foregoing shall mean or imply that UCS is obligated to seek or allow clarifications or corrections as provided for herein.

Compliance with Laws

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

Confidential/Proprietary Information

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

Confidentiality and Data Security

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

Awarded contractor is prohibited from maintaining confidential files and records provided to or generated by awarded contractor in a mobile or portable device. Remote access to the UCS confidential information is prohibited unless industry standard protocols for remote access are in place (e.g., SSL, VPN). In addition, awarded contractor will be required to comply with the data security and confidentiality requirements of other government agencies that supply data to UCS.

Contract Terms

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

Estimated Quantities

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

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

Federal Requirements or other Funding Source Requirements

If an award made under this bid is funded in whole or in part with federal or other non-NYS 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 requirements applicable to such award and funding. It is the responsibility of the applicant to be fully familiar with the terms and conditions of the award.

Financial Stability

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

Implied Requirements

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

Indemnity

Awarded contractor 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.

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.

Inspection of Bidder's/Awarded Contractor's Facilities

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

Intellectual Property

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

Minor Bid Irregularities

Provided the same will not materially benefit or disadvantage any particular bidder or substantially alter the requirements of this bid, UCS may: (i) waive technicalities; (ii) waive minor irregularities, omissions or incompleteness in the bid or a bid response; (iii) waive any bid requirements that are unmet by all bidders; (iv) consider any and/or all alternatives and/or enhancements suggested by the successful bidder; or (v) make an award under the bid in whole or in part and negotiate contract terms and conditions with the successful bidder to meet UCS requirements consistent with such award.

Online RFP Package: Disclaimer

Bidders accessing any UCS/OCA solicitations and related documents from the New York State UCS website www.nycourts.gov/admin/bids under "Current Solicitations" shall remain solely and wholly responsible for reviewing the respective solicitation and bid documents on the internet regularly, up to the scheduled date and time of the bid/proposal due date, to ensure their knowledge of any amendments, addenda, modifications, or other information affecting the solicitation or bid documents in question.

Payment

Awarded contractor shall send true and accurate invoices on a monthly basis by email or by conventional mail to such person as UCS/OCA shall designate in the contract resulting from this RFP or by such other method to another person at another address as UCS/OCA shall designate.

Payment shall be made monthly in arrears and shall be made within thirty (30) days of submission by awarded contractor and approval by UCS of invoices satisfactory to UCS and Office of the State Comptroller.

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

Price Adjustments

Pricing shall be subject to increase as of the commencement date of each renewal term by the percentage equal to the lesser of: (i) the increase, if any, in the Consumer Price Index for All Urban Consumers ("CPI") as determined by the U.S. Bureau of Labor Statistics as of the third month prior to the commencement date of each such renewal term, over the CPI as of the third month prior to the commencement date of the immediately prior term of the Agreement, or (ii) five percent (5%). Pricing shall thereafter remain unchanged for the balance of each such term and shall further remain unchanged during an extension term.

Pricing

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

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

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

Rejected and Unacceptable Bids/Proposals/Awards

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

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

UCS further reserves the right to set aside a bid award to a successful bidder if it is unsuccessful in negotiating a satisfactory contract within a time frame acceptable to the UCS, in which event UCS may then invite the next responsible and responsive bidder with the next highest evaluation score to enter into negotiations for purposes of executing a contract.

Responsible Bidder

A bidder shall be defined as “responsible” in accordance with, but not limited to: references, past performance history, financial stability, responses to the Vendor Responsibility Questionnaire (see Attachment III-Vendor Responsibility Questionnaire), the criteria set forth in the paragraph headed “Rejected and Unacceptable Bids/Proposals/Awards,” as well as any other criteria necessary and reasonable to establish the bidder’s responsibility.

Silence of the Specifications

The apparent silence of the specifications contained as part of this package as to any detail or to the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Subcontracting

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

The awarded contractor will be the prime contractor and will be responsible for all services required by this RFP. The UCS will communicate only with awarded contractor, and the awarded contractor shall remain wholly liable for the performance by, and payment to, any such subcontractors, their employees, agents, consultants, or representatives. UCS may require subcontractors to provide evidence of insurance, as applicable, prior to UCS approval.

Termination

Early termination of the contract for cause may result in, among other consequences, all remedies available to UCS and New York State, including, but not limited to: the awarded contractor both being declared

non-responsible by the UCS/OCA pursuant to the UCS and Office of the State Comptroller's guidelines on vendor responsibility and/or being removed from the UCS/OCA applicants list for future solicitations.

A. Early Termination for Budget Modification

1. If the UCS Budget ("Budget") is modified (a "Budget Modification," defined in subsection 2 below) for any State fiscal year included in the term of the awarded contract, in whole or in part (including any renewal or extension term), such that UCS determines, in its sole discretion, that it is necessary to reduce, eliminate, or otherwise modify the budget allocation covering payment thereunder, UCS shall have the option to terminate the awarded contract upon not less than thirty (30) days' notice to awarded contractor, without liability for costs, expenses or damages as a result thereof.
2. For purposes of this subsection A, Budget Modification shall mean and include, with respect to the Budget or any appropriation contained therein:
 - i. any reduction, elimination or restriction upon access thereto as provided by law; or
 - ii. any restriction placed on UCS' spending authority, including any restriction imposed by UCS upon itself in response to a request of the Executive or Legislative Branch of government.
3. Termination hereunder shall be further governed by the termination provisions contained in the awarded contract, as applicable.

B. Early Termination for Cause

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 awarded contractor's removal from the UCS/OCA's bidders list for future solicitations.

Unified Court System Self-Insurance

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

Work for Hire

If awarded contractor produces any materials for UCS pursuant to this RFP, such work shall be deemed "work for hire" and shall be governed by the terms of Exhibit 5 (Appendix B: Terms and Conditions Applicable to Materials Produced Under the Agreement).

EXHIBIT 1**DOCUMENT ENCLOSURE CHECKLIST**

The documents listed below must be submitted together with applicant's proposal. Failure to do so as required may disqualify applicant's response.

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

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

- _____ Proposal Cover Sheet (Exhibit 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 3 "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 3 "Insurance Requirements" for a list of accepted forms.)
- _____ Attachment I - Standard Request for Bid Clauses & Forms
 - ☐ p.3 - Non-Collusive Bidding Certificate
 - ☐ p.4 - Corporate Acknowledgment
- N/A Attachment II – Not Applicable
- _____ Attachment III – Vendor Responsibility Questionnaire
 - ☐ questionnaire filed online via 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

PROPOSAL COVER SHEET

New York City Community Resolve Initiative – Restorative Justice Services**Total Available Funding: \$765,100**

Legal Name of Applicant	
Executive Director/CEO	
Years of Experience	
Total Funding Requested	
Address	
Phone	
Fax	
Email	
Website Address (not required)	
Federal Tax Identification No. (TIN)	

Vendor's Primary Contact for Proposal Matters:

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

Verification:

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

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

EXHIBIT 3

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/ 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 must 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. Applicant's insurance carrier must provide UCS (as a certificate

holder) with at least thirty (30) days' advance written notice of cancellation or non-renewal of coverage prior to finalization of the contract. Such insurance shall cover the premises owned or rented by the vendor in an amount not less than the full insurable value (replacement value) of the real property unless otherwise approved in writing by UCS.

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

EXHIBIT 4

**PROPOSAL RATING TOOL
PROPOSAL SUMMARY RATING SHEET**

APPLICANT: _____

TECHNICAL CRITERIA

Capacity (30 points possible) A. _____

Proposed Service Delivery (45 points possible) B. _____

REASONABLENESS OF COST CRITERIA

Cost (25 points possible) C. _____

Total Points: (100 points possible) **TOTAL** _____

A minimum average score of 35 for TECHNICAL CRITERIA is required for a contract to be awarded.

EVALUATOR (Print) _____

(Signature) _____

DATE ____/____/____

DETAIL RATING SHEETS**PROPOSAL:** _____**REVIEWER:** _____**A. ORGANIZATIONAL CAPACITY (30 POINTS POSSIBLE)**

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.

_____ A1. Rate the extent to which the Proposer demonstrates that administering the Community Resolve Initiative (CRI) aligns with its current principal activities and mission statement. *(up to 5 points)*

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

5 points = excellent, 4 points = very good, 3 points = good, 2 points = fair, 1 point = poor, 0 points = unacceptable

_____ A2. Rate the extent to which the proposal demonstrates the Proposer's expertise and experience: (i) providing services based on restorative justice (RJ) principles, including restorative conferences, victim impact statements, and apology letters; and (2) providing services to individuals involved in the criminal justice system. *(up to 5 points):*

[Reviewer: Consider the following source of information: Organizational Capacity Question # 2]

5 points: The Proposer has at least ten (10) years' experience and expertise: (i) delivering a broad array of RJ services, including restorative conferences, victim impact statements, and apology letters; and (ii) providing services to individuals involved in the criminal justice system.

4 points: The Proposer has at least ten (10) years' experience and expertise: (i) delivering a modest variety of RJ services, some of which include restorative conferences, victim impact statements, and apology letters; and (ii) serving individuals involved in the criminal justice system.

3 points: The Proposer has at least three (3) years' experience and expertise: (i) delivering a broad array of RJ services, including restorative conferences, victim impact statements, and apology letters; and (ii) providing services to individuals involved in the criminal justice system.

2 points: The Proposer has at least three (3) years' experience and expertise: (i) delivering a modest array of RJ services, some of which include restorative conferences, victim impact statements, and apology letters; and (ii) providing services to individuals involved in the criminal justice system.

1 point: The Proposer has fewer than three (3) years' experience or lacks expertise delivering a RJ services, such as restorative conferences, victim impact statements, and apology letters; however, the Proposer has experience providing services to individuals involved in the criminal justice system.

- 0 points: The Proposer has fewer than three (3) years' experience delivering the RJ services to be furnished under the auspices of the CRI, and the Proposer lacks experience providing services to individuals involved in the criminal justice system.

_____ A3. Assess the extent to which the proposal demonstrates the Proposer's capacity to facilitate restorative conferences. (*up to 5 points*):

[Reviewer: Consider the following source of information: Organizational Capacity Question # 3]

5 points = excellent, 4 points = very good, 3 points = good, 2 points = fair, 1 point = poor, 0 points = unacceptable

_____ A4. Assess the Proposer's experience: (i) providing services to victims of crime; (ii) helping such individuals navigate the justice system; (iii) helping such individuals access services and benefits. (*up to 5 points*):

[Reviewer: Consider the following source of information: Organizational Capacity Question # 4]

5 points: The Proposer has at least ten (10) years' experience delivering such services.

4 points: The Proposer has at least eight (8) but fewer than ten (10) years' experience delivering such services.

3 points: The Proposer has at least six (6) but fewer than eight (8) years' experience delivering such services.

2 points: The Proposer has at least four (4) but fewer than six (6) years' experience delivering such services.

1 point: The Proposer has at least two (2) but fewer than four (4) years' experience delivering such services.

0 points: The Proposer has fewer than two (2) years' experience delivering such services.

_____ A5. Assess the Proposer's capacity to ensure client confidentiality. (*up to 5 points*):

[Reviewer: Consider the following source of information: Organizational Capacity Question # 5]

5 points = excellent, 4 points = very good, 3 points = good, 2 points = fair, 1 point = poor, 0 points = unacceptable

_____ A6. Assess the Proposer's capacity to manage government-funded programming effectively as well as the suitability of its supervisory staffing model for doing so. (*up to 3 points*):

[Reviewer: Consider the following source of information: Organizational Capacity Questions # 6 and # 7]

3 points: The Proposer has at least ten (10) years' managing government-funded programming effectively, including meeting fiscal and programmatic reporting requirements and working in partnership with the court and other governmental partners, and its supervisory structure makes it *highly likely* that the Proposer will administer the CRI efficiently and effectively.

2 points: The Proposer has at least five (5) but fewer than ten (10) years' managing government-funded programming effectively, including meeting fiscal and programmatic reporting requirements and working in partnership with the court and other governmental

partners, and its supervisory structure makes it *more likely than not* that the Proposer will administer the CRI efficiently and effectively.

1 point: The Proposer has at least five (5) but fewer than ten (10) years' managing government-funded programming effectively, including meeting fiscal and programmatic reporting requirements and working in partnership with the court and other governmental partners, and its supervisory structure makes it *somewhat likely* that the Proposer will administer the CRI efficiently and effectively.

0 points: Regardless of how many years' experience the Proposer has managing government-funded programming, its supervisory structure makes it *unlikely* that the Proposer will administer the CRI efficiently and effectively.

_____ A7. Assess the Proposer's experience collecting, analyzing, and reporting case data. (*up to 2 points*):

[Reviewer: Consider the following source of information: Organizational Capacity Question # 8]

2 points: The Proposer has at least ten (10) years' such experience.

1 point: The Proposer has at least five (5) but fewer than ten (10) years' such experience.

0 points: The Proposer has fewer than five (5) years' such experience.

SUBTOTAL FOR PART "A" (A1 + A2 + A3 + A4 + A5 + A6 + A7) _____

B. PROPOSED SERVICE DELIVERY (45 POINTS POSSIBLE)

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.

_____ B1. Assess the Proposer's plan for implementing RJ services, including, but not limited to, restorative conferencing, apology letters, victim impact statements, and mediation. *(up to 5 points):*

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

5 points = excellent, 4 points = very good, 3 points = good, 2 points = fair, 1 point = poor, 0 points = unacceptable

_____ B2. Assess the Proposer's plan to recruit, hire, and train the staff needed to implement the CRI. *(up to 5 points):*

[Reviewer: Consider the following sources of information: Staff Resumes and Project Description Question # 2]

5 points = excellent, 4 points = very good, 3 points = good, 2 points = fair, 1 point = poor, 0 points = unacceptable

_____ B3. Assess the Proposer's proposed supervisory structure for the project. *(up to 5 points):*

[Reviewer: Consider the following sources of information: Staff Resumes and Project Description Question # 3]

5 points = excellent, 4 points = very good, 3 points = good, 2 points = fair, 1 point = poor, 0 points = unacceptable

_____ B4. Assess the Proposer's plan for ensuring the delivery of high-quality of restorative conferences and other RJ services. *(up to 5 points):*

[Reviewer: Consider the following sources of information: Project Description Questions # 1 and # 4]

5 points = excellent, 4 points = very good, 3 points = good, 2 points = fair, 1 point = poor, 0 points = unacceptable

_____ B5. Assess the Proposer's plan for assisting victims, including how the Proposer will help victims access services and benefits.

[Reviewer: Consider the following source of information: Project Description Question # 5]

5 points = excellent, 4 points = very good, 3 points = good, 2 points = fair, 1 point = poor, 0 points = unacceptable

_____ B6. Assess the Proposer's plan to develop collaborative relationships with New York City Department of Probation (NYC DOP) staff in each borough. Rate the Proposer's plan to provide continuous feedback to NYC DOP on an effective and ongoing basis, including the timing and content of proposed feedback as well as how the Proposer will ensure that feedback is structured to promote data-informed policy changes. *(up to 5 points):*

[Reviewer: Consider the following source of information: Project Description Question # 6]

5 points = excellent, 4 points = very good, 3 points = good, 2 points = fair, 1 point = poor, 0 points = unacceptable

_____ B7. Assess the Proposer's proposed staffing plan for CRI, including how the Proposer will ensure minimum on-site coverage at NYC DOP offices in each borough and how the Proposer will ensure that all functions of the CRI are performed adequately. *(up to 5 points)*:

[Reviewer: Consider the following source of information: Project Description Question # 7]

5 points = excellent, 4 points = very good, 3 points = good, 2 points = fair, 1 point = poor, 0 points = unacceptable

_____ B8. Assess the Proposer's plan to enter all data into the Caseload Manager database and report performance measures as required. *(up to 5 points)*:

[Reviewer: Consider the following source of information: Project Description Question # 8]

5 points = excellent, 4 points = very good, 3 points = good, 2 points = fair, 1 point = poor, 0 points = unacceptable

_____ B9. Assess the comprehensiveness and likely effectiveness of the Proposer's plan to ensure the safety of service recipients, including third-party neutrals and victims *(up to 5 points)*:

[Reviewer: Consider the following source of information: Project Description Question # 9]

5 points = excellent, 4 points = very good, 3 points = good, 2 points = fair, 1 point = poor, 0 points = unacceptable

SUBTOTAL FOR PART "B" (B1 + B2 + B3 + B4 + B5 + B6 + B7 + B8 + B9) _____

C. REASONABLENESS OF COST (25 POINTS POSSIBLE)

[Reviewer: For all criteria below, consider the following sources of information: Line-Item Budget Proposal and Budget Narrative]

_____ C1. Evaluate the extent to which the salaries and fringe benefits for the proposed program are appropriate for the positions listed in the proposal. *(up to 10 points):*

- 10 points: All salaries and fringe benefit costs are: (i) appropriate for the positions listed in the proposal; and (ii) competitive with other proposals submitted for comparable positions in the same geographic area.
- 7 points: The majority of but not all salaries and fringe benefit costs are: (i) appropriate for the positions listed in the proposal; and (ii) competitive with other proposals submitted for comparable positions in the same geographic area.
- 4 points: Some but not the majority of salaries and fringe benefit costs are: (i) appropriate for the positions listed in the proposal; and (ii) competitive with other proposals submitted for comparable positions in the same geographic area.
- 0 points: None of the salaries and fringe benefit costs are: (i) appropriate for the positions listed in the proposal; and (ii) competitive with other proposals submitted for comparable positions in the same geographic area.

_____ C2. Evaluate the extent to which the costs other than salaries and fringe benefits (that is, non-personal service costs) for the proposed program are appropriate for the proposed program. *(up to 10 points):*

- 10 points: All costs other than salaries and fringe benefits are reasonable and provide for the needs of the proposed program.
- 7 points: Most but not all costs other than salaries and fringe benefits are reasonable and provide for the needs of the proposed program.
- 4 points: Some but not most costs other than salaries and fringe benefits are reasonable and provide for the needs of the proposed program.
- 0 points: Costs other than salaries and fringe benefits are unreasonable and do not adequately provide for the needs of the proposed program.

_____ C3. Evaluate the extent to which administrative costs—including salaries and fringe benefits on non-program staff and real estate expenses that are not utilized for the direct delivery of services and related costs—are comparable to the percentage found in the budgets of similarly-sized agencies. *(up to 5 points):*

- 5 points: Administrative costs provide for sufficient agency administration of the program and constitute less than 20% of the proposed budget.
- 3 points: Administrative costs are too high or too low to provide for reasonable administration of the program even though they constitute less than 20% of the proposed budget.

- 1 point: Administrative costs are too high or too low to provide for reasonable administration of the program, and they constitute more than 20% of the proposed budget.

SUBTOTAL FOR PART “C” (C1 + C2 + C3) _____

EXHIBIT 5

APPENDIX B

Terms and Conditions Applicable to Materials Produced Under the Agreement

1. Contractor acknowledges and agrees that UCS has ordered and/or specially commissioned the services, deliverables and materials that Contractor is required to produce pursuant to this Agreement (the "Work"), whether in written form, on tape, computer-readable media or other tangible 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 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.