



## **NEW YORK STATE UNIFIED COURT SYSTEM**

Office of Court Administration  
Division of Professional and Court Services

Request for Proposals # DPCS 150  
Motivational Interviewing Training Services for  
New York State Drug Treatment Courts

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Attachment I - Standard Request for Bid Clauses &amp; Forms

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\* Attachments are available for download from the Unified Court System's Current Solicitation webpage:

<http://ww2.nycourts.gov/admin/bids/currentsolicitations.shtml>**Exhibits**

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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 *organization*, *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 4.

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 5.

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 6).

## **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 RFP for the purpose of providing motivational interviewing (MI) techniques to judges, drug court staff, clinicians, clinical supervisors, and peer recovery advocates affiliated with New York State Drug Treatment Courts.

UCS operates problem-solving courts, among them drug courts, which help judges and court staff respond to the needs of litigants 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 litigants. 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 an award (the "Grant Award") by the U.S. Department of Justice, Bureau of Justice Assistance (BJA) (the "Grantor") to provide MI techniques to Drug Treatment Court staff to improve engagement of individuals in treatment, medication for addiction treatment, and recovery support services. Pursuant to the terms of the Grant Award, \$276,456 is the maximum available funding for Project Services (as set forth in Article V below) performed during March 1, 2024 – September 30, 2027, 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.

UCS intends to deem the selected applicant a "contractor" rather than a "subrecipient" for purposes of determining which federal requirements, if any, are binding on the selected applicant as an entity receiving Grant Award funding.

<b>Grant Number</b>	<b>Project Goals</b>	<b>Maximum Available Grant Term Funding</b>
15PBJA-23-GG-04311-DGCT	Grant Award funds will support trainings to judges, drug court staff, clinicians, clinical supervisors, and peer recovery advocates in motivational interviewing, an evidence-based treatment, to improve systemwide engagement skills to: (i) improve capacity and retention; and (ii) reduce disparities in adult drug treatment courts in New York State.	\$276,456

### III. AWARD

UCS intends to award one contract for MI training services for a term commencing on or about March 1, 2024, and terminating on or about September 30, 2027 (“Contract Term”).

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

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

- Applicants must be a Motivational Interviewing Network of Trainers (MINT) member, and proof of membership must be submitted to be considered for an award.

### V. PROJECT SERVICES

UCS seeks proposals describing how the applicant will provide the services listed below (“Project Services”). Note, the Budget Periods indicated below reference the Budget Periods defined in Article VIII(d) (see pages 7–8, below). The selected applicant shall be required to:

1. In the First Budget Period and Third Budget Period, deliver on-demand MI web courses using interactive software compliant with the Americans with Disabilities Act (ADA) for new treatment court practitioners or practitioners previously trained who need boosters. An extensive course series, covering the full range of MI practice methods and strategies, is expected. UCS staff will create three (3) cohorts with ten (10) practitioners in each group, for a total of thirty (30) participants each year.

- a. The web courses should include web content for supervisors, managers, and coaches to teach coaching and assist with MI skill acquisition. These courses should also include information about implementation and sustainability of MI within the participants' agency or court.
  - b. Web courses should be approximately sixty (60) minutes in length, including the time needed for participants to complete a multiple-item test at the end of the training to demonstrate learning transfer has occurred. Courses should offer continuing education hours upon completion.
  - c. Each web course should be supported with companion materials to enable agencies to convene small skill-building groups via facilitated digital conferencing software services to conduct exercises, discussions, and practice. Companion resources should offer either fixed leadership or rotating leadership capabilities and provide answer keys to assist these groups.
  - d. Each web course should provide a guided "notes packet" to allow the participant to take personal notes on each of the course's successive content.
  - e. The selected applicant must host a monthly one-hour skills-building review session for all peers enrolled in the digital web courses.
2. During each of four Budget Periods, deliver one training per quarter (four (4) trainings per Budget Period) to a cohort of twenty-five (25) judges as part of a live virtual four-part training series on skills building (one hundred (100) judges will be trained over the course of the entire Contract Term). Sessions should explain the use of MI methods and how the use of brief communication techniques can increase a judge's effectiveness in the compressed time frames (e.g., 2–5 minutes) that may be available to interact with a defendant appearing before the judge. Session length of 60–120 minutes (or as negotiated) with opportunity for questions and discussion.
  3. Deliver a two-day onsite basic training in the First Budget Period and a two-day advanced MI training in the Second Budget Period for peers and recovery coaches working in treatment courts; the total number of peers and recovery coaches to be trained in these trainings in both Budget Periods is thirty (30). A second two-day on-site basic training and two-day advanced MI training will be delivered in the Third Budget Period and the Fourth Budget Period, respectively, to peers and recovery coaches; the total number of peers and recovery coaches to be trained in these trainings in the Third Budget Period and the Fourth Budget Period is thirty (30).
  4. Deliver a two-day onsite beginner training in the First Budget Period, a two-day advanced MI training in the Second Budget Period, and a two-day competency training in the Third Budget Period focused specifically to treatment court team members (fidelity coaches). Each training

will be provided to as many as thirty-five (35) team members; however, the total number of fidelity coaches to be trained in these trainings shall not exceed seventy (70) treatment court team members.

5. Conduct pre- and post-training assessments for all training groups and provide feedback to the New York State Office for Justice Initiatives.

## 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 thereof.

## 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 bidder as determined in accordance with the criteria in Article XII; 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 UCS staff.

In the event of a tie composite score, the applicant with the higher cost score, i.e., lowest total cost, 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 in the Proposal Rating Tool attached as Exhibit 5 hereto.

Cost submissions will be scored as follows:

The proposal with the lowest cost will be awarded maximum cost points (25); each higher cost proposal will be awarded 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. 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 Enclosure 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. Narrative Description - Organizational Capacity**

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.
2. Describe the organization's experience and expertise providing the project services listed in the RFP, including developing and delivering training in a court or criminal justice setting. In particular, include a description of training services.
3. Describe the organization's experience and expertise providing training on-site and online.
4. Describe the proposer's capacity to effectively manage government-funded training, including, but not limited to, the abilities to meet fiscal and programmatic reporting requirements and work in partnership with the court.



5. Describe the organization's experience providing MI trainings.

**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**

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 to design a training plan in collaboration with the New York State Office for Justice Initiatives, including the manner of collaboration and the proposed design process.
2. Describe the organization's plan to deliver on-demand MI web courses using interactive software compliant with the Americans with Disabilities Act (ADA) covering the full range of MI practice methods and strategies described herein.
3. Describe the organization's plan for delivery of the full services described herein to provide a virtual four-part training series on skills building for judges.
4. Describe the organization's plan to deliver a two-day onsite basic training and a two-day advanced MI training focused specifically for peers/recovery coaches working with treatment courts.
5. Describe the organization's plan to deliver a two-day onsite beginner training, a two-day advanced MI training, and a two-day competency MI training specifically for treatment court team members (fidelity coaches) working in treatment courts.
6. Describe the proposed processes for conducting pre- and post-training assessments for all trainings provided and for providing feedback to the New York State Office for Justice Initiatives to improve future Project trainings.

**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 Available Grant Term Funding set forth in Article II above may be subject to disqualification.

Proposals should include budgeted costs for on-site training, consultation, materials, and other expenses.

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:

1. March 1, 2024 – September 30, 2024 (8 months) (the “First Budget Period”)
2. October 1, 2024 – September 30, 2025 (12 months) (the “Second Budget Period”)
3. October 1, 2025 – September 30, 2026 (12 months) (the “Third Budget Period”)
4. October 1, 2026 – September 30, 2027 (12 months) (the “Fourth Budget Period”)

2. The maximum budget for the Contract Term (March 1, 2024 – September 30, 2027) is \$276,456.

3. Non-Allowable Costs/Expenses

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

- Major capital expenditures
- Interest costs
- Fundraising costs
- Advertising costs except for recruitment of Project Services personnel
- Entertainment costs
- Costs for dues, or attendance at conferences or meetings of professional organizations

**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 Services (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 Enclosure 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: Kathleen Roberts

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

**“Deliver immediately to Kathleen Roberts”**

**“Sealed Application - Do not open”**

**“MOTIVATIONAL INTERVIEWING TRAINING SERVICES FOR NYS DRUG TREATMENT  
COURTS RFP # DPCS 150 – Due February 2, 2024 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 **Friday, February 2, 2024, at 2PM.**

## X. QUESTIONS

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

Kathleen Roberts  
[kmroberts@nycourts.gov](mailto:kmroberts@nycourts.gov)

Please indicate in “Subject” field: Motivational Interviewing Services for NYS Drug Treatment Courts  
RFP # DPCS 150 Question(s)

The deadline to submit questions is **Tuesday, January 16, 2024, 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. 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](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**

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.

### **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](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.

### **Payment**

Subject to the availability of appropriated funds, UCS, in its sole discretion, may authorize advance payment to the awarded contractor of up to twenty-five percent (25%) of the maximum annual compensation amount for any Budget Period. All other payments shall be made to the awarded contractor quarterly in arrears on a reimbursement basis for allowable expenses incurred during the Budget Period. The quarterly arrears payments shall be contingent upon the award contractor submitting a reconciliation report and invoice within thirty (30) days after the expiration of each quarter of the Budget Period in a

format prescribed by or acceptable to UCS 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 and reconciliation reports 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.

Pricing will remain unchanged during the Contract Term.

### **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 6 (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)
- \_\_\_\_\_ Vendor Assurance and Conflict-of-Interest Disclosure (Exhibit 3)
- \_\_\_\_\_ 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) and Article VIII (e))
- \_\_\_\_\_ Certificates of NYS Workers' Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. (See Exhibit 4 "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 4 "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 Office of State Comptroller 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

**Motivational Interviewing Training Services for NYS Drug Treatment Courts, New York State,  
\$276,456 total available funding (Grant 15PBJA-23-GG-04311-DGCT)**

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:**

<b>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):</b>	
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**

**VENDOR ASSURANCE AND CONFLICT-OF-INTEREST DISCLOSURE**

**TO BE COMPLETED ON OFFEROR'S LETTERHEAD**

Date

Kathleen Roberts  
Court Analyst  
NYS OCA Office of Grants and Contracts  
2500 Pond View, Suite 104  
Castleton-on-Hudson, NY 12033

Dear Ms. Roberts:

Re: RFP # DPCS 150 Motivational Interviewing Training Services for NYS Drug Treatment Courts

**Vendor Assurance and Conflict of Interest Disclosure**

[INSERT OFFEROR NAME] hereby submits this firm and binding offer to the New York State Unified Court System, the judicial branch of the State of New York, in response to Request for Proposals (RFP) # DPCS 150 (Motivational Interviewing Training Services for NYS Drug Treatment Courts). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP.

[INSERT OFFEROR NAME]'s complete offer is set forth in three, separately bound assembled volumes or electronically via email.

[INSERT OFFEROR NAME] hereby affirms that the solution proposed by the Offeror in the Proposal meets or exceeds the service level requirements set forth in the above-referenced RFP, including referenced attachments.

[INSERT OFFEROR NAME] hereby affirms that it knows of no factors existing at time of bid submission or which are anticipated to arise during the procurement or Contract term, which would 1) constitute a potential conflict of interest for Offeror or any subcontractor named in the Proposal, or 2) position the Offeror or any named subcontractor to violate or breach any other contract currently in force with the State of New York:

1. Furthermore [INSERT OFFEROR NAME] hereby attests that it will not act in any manner that is detrimental to any State project on which the Offeror is rendering services. Specifically, Offeror

attests that the fulfillment of obligations by the Offeror, as stated in the Proposal, does not violate any existing contracts or agreements between the Offeror and the State;

2. The fulfillment of obligations by the Offeror, as stated in the Proposal, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Offeror has with regard to any existing contracts or agreements between the Offeror and the State;
3. The fulfillment of obligations by the Offeror, as stated in the Proposal, does not and will not compromise the Offeror's ability to carry out its obligations under any existing contracts between the Offeror and the State;
4. The fulfillment of any other contractual obligations that the Offeror has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the Offeror will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Offeror will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. The Offeror has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.
8. To comply with the requirements outlined under the heading "Responsible Bidder" in Article XII of the above-referenced RFP, Offeror hereby affirms (enter an "X" in the appropriate box):
  - ☐ An online Vendor Responsibility Questionnaire has been updated or created within the last six (6) months at the website of the Office of the Comptroller: <https://onlineservices.osc.state.ny.us/Enrollment/login?1>
  - ☐ A hard copy Vendor Responsibility Questionnaire is included with the Proposal and is dated within the last six (6) months.
  - ☐ A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental agencies, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

By signing, the undersigned individual affirms and represents that he or she has the legal authority and capacity to sign and make this offer on behalf of, and has signed using that authority to legally bind [INSERT OFFEROR NAME] to the offer, and possesses the legal capacity to act on behalf of Offeror to execute a Contract with the New York State Unified Court System. The aforementioned legal authority and capacity of the undersigned individual is affirmed by the enclosed Resolution of the Corporate Board of Directors of [INSERT OFFEROR NAME].

---

**Signature**

**[INSERT OFFEROR SIGNATORY NAME]**

**[INSERT TITLE]**

**[INSERT OFFEROR COMPANY NAME]**



**EXHIBIT 4****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 New York State 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 New York State 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 New York State 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 UCS 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 prior to finalization of the contract. 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. 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 5**

**PROPOSAL RATING TOOL  
TECHNICAL PROPOSAL SUMMARY RATING SHEET**

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

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

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

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

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

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

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

**DETAIL RATING SHEETS****PROPOSAL:** \_\_\_\_\_**REVIEWER:** \_\_\_\_\_**A. CAPACITY (35 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. Evaluate the extent to which the applicant demonstrates that the organization is organized with a mission that aligns with the services to be provided under the project. *(up to 7 points: 6–7 = excellent, 4–5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ A2. Assess the applicant's experience and expertise providing the project services listed in the RFP, including developing or delivering training in a court or criminal justice setting. *(up to 7 points: 6–7 = excellent, 4–5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ A3. Assess the applicant's experience providing training on-site and online. *(up to 7 points: 6–7 = excellent, 4–5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ A4. Assess the applicant's experience, if any, with government-funded trainings, and the ability to meet fiscal and programmatic reporting requirements and work in partnership with the court. *(up to 7 points: 6–7 = excellent, 4–5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ A5. Assess the applicant's experience, if any, providing MI trainings *(up to 7 points: 6–7 = excellent, 4–5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

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

**DETAIL RATING SHEETS****PROPOSAL:** \_\_\_\_\_**REVIEWER:** \_\_\_\_\_**B. PROPOSED SERVICE DELIVERY (40 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 applicant's plan to design a training plan in collaboration with the New York State Office for Justice Initiatives, including the manner of collaboration and the proposed design process. *(up to 6 points: 6 = excellent, 4-5 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B2. Assess the applicant's plan to deliver on-demand MI web courses using interactive software compliant with the Americans with Disabilities covering the full range of MI practice methods and strategies described herein. *(up to 7 points: 7 = excellent, 5-6 = very good, 3-4 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B3. Assess the applicant's plan for delivery of the full services described herein to provide a virtual 4-part training series on skills building for judges. *(up to 7 points: 7 = excellent, 5-6 = very good, 3-4 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B4. Assess the applicant's plan to deliver a two-day onsite basic training and a two-day advanced MI training focused specifically for peers/recovery coaches working with treatment courts. *(up to 7 points: 7 = excellent, 5-6 = very good, 3-4 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B5. Assess the applicant's plan to deliver a two-day onsite beginner training, a two-day advanced MI training, and a two-day competency MI training specifically for treatment court team members (fidelity coaches) working in treatment courts. *(up to 7 points: 7 = excellent, 5-6 = very good, 3-4 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

\_\_\_\_\_ B6. Assess the applicant's proposed processes for: (i) conducting pre- and post-training assessments for all trainings provided; and (ii) providing feedback to the New York State Office for Justice Initiatives to improve future Project trainings. *(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)** \_\_\_\_\_

**EXHIBIT 6****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 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.