NEW YORK STATE UNIFIED COURT SYSTEM

Office of Court Administration
Division of Grants, Contracts & Procurement

Request for Proposals #OCA-DGCP-041
New York State Overdose Intervention Initiative Multi-County Evaluation Services

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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 Grants, Contracts & Procurement (DGCP) is soliciting proposals via this Request for Proposals ("RFP") for the purpose of providing evaluation services for the courts in the six (6) counties participating in the New York State Overdose Intervention Initiative: Fulton and Clinton in the 4th Judicial District; Herkimer in the 5th Judicial District; Monroe and Wayne in the 7th Judicial District; and Cattaraugus in the 8th Judicial District. Specific courts within each of the participating counties, which may include criminal, family and civil courts, will be identified through the planning process and with technical assistance guidance.

The widespread misuse of drugs, including opioids and stimulants, has led to a historic surge in overdose deaths in New York, and this crisis demands urgent and comprehensive action across systems to provide effective prevention, treatment, and recovery support. The UCS's Office for Justice Initiatives has worked to address this crisis through the development of innovative treatment courts and by regularly assisting judges and court staff in addressing the needs of vulnerable individuals involved in our criminal and family justice systems. The UCS currently operates 93 adult drug treatment courts and 31 opioid intervention courts to help address these complex issues and prevent overdoses. Independent evaluations have shown that New York's treatment courts reduce reoffending, promote long-term recovery, and reduce system costs. The UCS now seeks to meet the needs of a broader population of justice-involved individuals who are at high risk of overdose but may not be eligible for treatment diversion. Through the Overdose Intervention Initiative, the UCS will enhance the ability of communities to address the high risk of overdose by rapidly connecting court users at high risk of overdose to critical, lifesaving treatment and recovery support services.

II. PROJECT INFORMATION

UCS is the recipient of a grant (the "Grant Award") by the U.S. Department of Justice, Bureau of Justice Assistance ("BJA" or the "Grantor") to provide process evaluation services for the courts in six (6) counties in New York State identified as high priority jurisdictions that demonstrated an annual increase in overdose death rates exceeding 50%: Cattaraugus, Clinton, Fulton, Herkimer, Monroe, and Wayne Counties (the "Project"). Pursuant to the terms of the Grant Award, $718,022 is the maximum available funding for Project Services (as set forth in Article V below) performed during July 1, 2025 – 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 anticipates that the selected applicant will be designated a "contractor" rather than a "subrecipient" for purposes of federal requirements of the Grant Award.

GRANT CHART			
Grant Number	**Jurisdictions**	**Project Goals**	**Maximum Available Grant Term Funding**
15PBJA-24-GG-04472-COAP	Multiple Counties, New York State	The goal of the New York State Overdose Intervention Initiative is to improve the courts' ability to address the high risk of overdose in a broad spectrum of justice-involved populations that are before the court in six high priority jurisdictions and to reduce the impact of illicit opioids, stimulants, and other substances on individuals and communities by supporting comprehensive and collaborative initiatives. Funds will be used to provide process evaluation services for the courts in the six (6) counties that demonstrated an annual increase in overdose death rates exceeding 50%: Cattaraugus, Clinton, Fulton, Herkimer, Monroe, and Wayne. The Project Goal is to reduce the impact of illicit opioids, stimulants, and other substances on individuals and communities by increasing the number of courts and related agencies that assess and refer individuals to appropriate interventions, expanding the use of peer support services, improving access to harm reduction strategies, and enhancing collaboration to prevent, respond to, treat, and support those affected by substance use, including overdose and overdose fatalities.	$718,022

<u>Key Bid Dates</u> (Note: OCA reserves the right to modify any Key Bid Date as it may deem appropriate.)

EVENT	DATE
Bid Issue Date	Wednesday, April 30, 2025
Question Due Date	Wednesday, May 21, 2025 at 2PM Eastern
Bid Submission Deadline Date	Friday, June 13, 2025 at 2PM Eastern
Estimated Contract Start Date	July 1, 2025

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

III. AWARD

UCS intends to award one contract for a term commencing on or about July 1, 2025, and terminating on or about September 30, 2027 ("Contract Term").

Awarded contractor shall be contractually obligated to provide the Project Services (as described below) 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 minimum qualifications:

- Individuals or organizations with at least three (3) years of experience performing services relevant to those described herein.

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:

1. Develop a process evaluation plan, logic model, and action planning in collaboration with UCS, local stakeholders and technical assistance providers (the "Project Team").

2. Review current databases to ensure all necessary quantitative and qualitative data is collected.

3. Assist the courts and the Project Team in each of the participating counties in collecting and compiling data to analyze data on implementation efforts and in-program outcomes. Design an Excel-based form in collaboration with the Project Team in each of the (6) participating counties to collect performance measures and evaluation data.

4. Complete a process evaluation for the courts in each of the six (6) participating counties (Fulton, Herkimer, Cattaraugus, Monroe, Wayne and Clinton) examining both organizational and individual level measures.

5. Participate in an in-person convening of all six (6) counties to work with the Project Team, interview stakeholders and collect relevant data.

6. Ensure all necessary qualitative and quantitative data is collected for quarterly and annual evaluation reports as required by the Grantor for periodic reporting pursuant to the Government Performance and Results Act (GPRA).

7. Provide recommendations for sustainability and replication.

8. Maintain documentation (such as project logs, reports and records in appropriate files and database(s)).
9. Provide feedback to the Project Team on an ongoing basis to promote continuous quality improvement and make recommendations for data-informed policy changes.
10. Produce a final program evaluation report summarizing overall findings and insights.
11. Provide appropriate supervision and oversight of any staff included on this Project.

VI. INSURANCE REQUIREMENTS

Awarded applicant shall be required to maintain the insurance specified in Exhibit 4 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 (average 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:

Technical Criteria (80%)	**Maximum Points**
Capacity	30
Proposed Service Delivery	50
Maximum Technical Points	**80**
Cost (20%)	20
Maximum Cost Points	**20**
MAXIMUM TOTAL POINTS	100

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 (20); each higher cost proposal will be awarded points according to the following formula:

$$Lowest\ cost\ proposal\ \div Higher\ cost\ proposal\ \times\ 20$$

For example: Assuming the lowest cost proposal is $100 and the next higher cost proposal is $125, the $100 cost proposal would be awarded 20 points and the $125 cost proposal 16 points based on the following computation:

$$100\ \div\ 125 =\ (.8)\ \times\ 20 = 16$$

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. Briefly describe the proposer's philosophy of, role in, and approach to process evaluation services to accommodate site-specific variations while maintaining consistency in data collection and analysis.
3. Describe the proposer's experience providing evaluation services on Opioid Intervention.
4. Describe the proposer's prior experience providing process evaluation services for multiple sites in a court or criminal justice setting. In particular, include a description of process evaluation services (or other related services) provided in connection with BJA grants or similar programs, if any. Include the number and duration of projects.
5. Provide a copy of a program evaluation report completed by applicant in connection with the above-mentioned services (please redact any confidential, privileged, or proprietary information). Provide a sample evaluation report if an actual report is not available. This sample evaluation report will not count toward the page limit for the narrative description addressing organizational capacity requirements.
6. Describe the proposer's prior experience collecting or capacity to collect Government Performance and Results Act (GPRA) data. If applicant does not have prior experience, describe proposed plan.
7. Provide an organizational chart showing all supervisory staff (this chart will not be included in the page limit).

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. Applicant's descriptions should take into account the specific program goals as listed in the Grant Chart in Article II above.

1. Describe the proposer's staffing plan, including the responsibilities, qualifications, level of effort (percentage of time), and amount of time on-site allocated for each person who will provide evaluation services. Additionally, outline any plans to subcontract services or subaward awarded funds, if applicable.

2. Describe the proposer's plan to design a process evaluation plan and action planning for the courts in each county in collaboration with the Project Team, including the manner of collaboration and the proposed design process.

3. Describe the proposer's plan to support the courts and the Project Team in the participating counties in collecting and compiling data for analyzing implementation and in-person outcomes. This includes developing evaluation instruments in an Excel-based format to facilitate accurate and consistent data collection.

4. Provide a detailed plan to collect quantitative and qualitative data, including types of data points and data sources.

5. Describe the proposer's plan to work with the courts in the participating counties to collect GPRA court-client outcome data to monitor grant related goals and objectives.

6. Describe how the proposer will provide feedback to the Project Team in an effective and ongoing basis. Include information about the frequency of on-site meetings, virtual meetings, 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 plan to deliver a final process evaluation for the courts in each of the six (6) counties, and any interim reports and a final program evaluation report within the Project Term. Include the resources, if any, the proposer will need to access to successfully complete the reports. (Note: any such resources must be provided within the budget parameters set forth below.)

d. **Line-Item Budget Proposal**

Applicants must submit a line-item budget proposal indicating the total amount of funding requested *for each period* ("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. July 1, 2025 – September 30, 2025 (2.5 months)
2. October 1, 2025 – September 30, 2026 (12 months)
3. October 1, 2026 – September 30, 2027 (12 months)

2. The maximum budget for the Contract Term (July 1, 2025 – September 30, 2027) is $718,022.

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 except that all budgets must include travel expenses for attendance by at least one (1) person(s) at one (1) mandatory grantee meeting per Budget Period.

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 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:

NYS Unified Court System
Division of Grants, Contracts & Procurement
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"
"RFP # OCA-DGCP-041 NYS Overdose Intervention Initiative Multi-County Evaluation Services – Due June 13, 2025 at 2PM Eastern"

Proposals will not be accepted electronically or by fax.

b. Submission Deadline

Applications must arrive at the address above by no later than Friday, June 13, 2025**, at 2PM Eastern**.

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

Please indicate in "Subject" field: RFP # OCA-DGCP-041 NYS Overdose Intervention Initiative Multi-County Evaluation Services Question(s)

The deadline to submit questions is Wednesday, May 21 2025**, at 2PM Eastern**. No questions will be entertained after this deadline. A written Questions & Answers (Q&A) listing all questions received and their answers will be posted on the UCS website at www.nycourts.gov/admin/bids in the Addenda column for the appropriate solicitation and emailed 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 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

The terms and conditions set forth below are binding on, and incorporated into this RFP, the Bidder's proposal, and any contract resulting from this RFP.

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

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 attorneys' 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; or (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 contract (the "Work"), whether in written form, on tape, on computer-readable media, or in another tangible or intangible 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 contract 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 incompletions 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.

Notice of Substantial Change in Contractor's Status

In addition to complying with the requirements of State Finance Law Section 138 (requiring prior approval of subcontractors and assignments or conveyances), Contractor shall notify UCS of any substantial change in the ownership, membership, or financial viability of the awarded contractor in writing immediately upon its occurrence. In addition to any other remedies available at law or in equity, UCS shall have the right to cancel the contract, in whole or in part, for cause, if it finds, in its sole judgment, that such substantial change adversely affects the delivery of services under the contract or is otherwise not in the best interests of UCS.

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 quarterly 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 quarterly 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.

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. All subcontracts shall be in writing and contain provisions which are functionally identical to, and consistent with, the provisions of the contract. Unless waived in writing by UCS, all subcontracts between the Contractor and subcontractors shall expressly name UCS as the sole intended third-party beneficiary of such subcontract. UCS reserves the right to review, approve, or reject any subcontract, as well as any amendments to said subcontract(s), and this right shall not make the UCS or the State of New York a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against UCS or the State.

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. If total compensation to any subcontractor exceeds $100,000 in the aggregate, the subcontractor must submit and certify a Vendor Responsibility Questionnaire.

Contractor shall give UCS immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor's duties under the awarded contract.

Termination

Early termination of the contract for cause may result in, among other consequences, exercising any or 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, exercising any or 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

NYS Overdose Intervention Initiative Multi-County Evaluation Services, Six Counties, $718,022 total available funding (Grant 15PBJA-24-GG-04472-COAP)

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 <u>all</u> <u>documents</u> 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
Senior Court Analyst
NYS OCA Division of Grants, Contracts & Procurement
2500 Pond View, Suite 104
Castleton-on-Hudson, NY 12033

Dear Ms. Roberts:

Re: RFP #OCA-DGCP-041 NYS Overdose Intervention Initiative Multi-County Evaluation Services

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) #OCA-DGCP-041 (NYS Multi-County Evaluation Services). 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 two, separately bound assembled volumes.

[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/ 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 Grants, Contracts & Procurement
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), personal injury and advertising liability coverage, 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 (30 points possible) **A. _____**

Proposed Service Delivery (50 points possible) **B. _____**

Total Points: 80 points **TOTAL _____**

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

EVALUATOR (Print)_____

(Signature)_____

DATE ___/____/_____

DETAIL RATING SHEETS

PROPOSAL:_____

REVIEWER:_____

A. **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 appropriateness of the proposer's philosophy and current principal activities with respect to the provision of process evaluation services. *(Up to 6 points: 6 = great, 5 = good, 4 = average, 3 = below average, 2 = significantly below average, 1 = poor, 0 = unacceptable)*

____ A2. Assess the proposer's stated experience providing evaluation services on Opioid Intervention. *(Up to 6 points: 6 = great, 5 = good, 4 = average, 3 = below average, 2 = significantly below average, 1 = poor, 0 = unacceptable)*

____ A3. Assess the proposer's stated capacity to provide process evaluation services in a court or criminal justice setting. *(Up to 6 points: 6 = great, 5 = good, 4 = average, 3 = below average, 2 = significantly below average, 1 = poor, 0 = unacceptable)*

____ A4. Assess the proposer's stated capacity to provide evaluation services for grant-funded programs from BJA. *(Up to 6 points: 6 = great, 5 = good, 4 = average, 3 = below average, 2 = significantly below average, 1 = poor, 0 = unacceptable)*

____ A5. Assess the proposer's capacity to collect Government Performance and Results Act (GPRA) data. *(Up to 6 points: 6 = great, 5 = good, 4 = average, 3 = below average, 2 = significantly below average, 1 = poor, 0 = unacceptable)*

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

DETAIL RATING SHEETS

PROPOSAL:_____

REVIEWER:_____

B. PROPOSED SERVICE DELIVERY (50 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 staffing plan. Are the proposed positions qualified and allocated at a level of effort appropriate to perform the evaluation services? (*up to 7 points: 7 = excellent, 6 = great, 5 = good, 4 = average, 3 = below average, 2 = significantly below average, 1 = poor, 0 = unacceptable*)

____ B2. Assess the proposer's plan to design an evaluation plan and action planning for the courts in each county with respect to quality of design and quality of collaboration. Is the plan feasible and appropriate? (*up to 7 points: 7 = excellent, 6 = great, 5 = good, 4 = average, 3 = below average, 2 = significantly below average, 1 = poor, 0 = unacceptable*)

____ B3. Assess the proposer's plan to support the courts and the Project Team in the participating counties in collecting and compiling data, including the development of evaluation instruments, to analyze implementation and in-person outcomes. Is the plan feasible? (*up to 6 points: 6 = excellent, 5 = very good, 4 = above average, 3 = average, 2 = below average, 1 = poor, 0 = unacceptable*)

____ B4. Assess the proposer's plan to collect quantitative and qualitative data. Are the data points indicated appropriate to the project and is the plan for collection feasible? (*up to 6 points: 6 = excellent, 5 = very good, 4 = above average, 3 = average, 2 = below average, 1 = poor, 0 = unacceptable*)

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

____ B6. Assess the proposer's plan to provide feedback to the Project Team on an ongoing basis. Is the plan likely to be effective, timely, and structured to promote data-informed policy changes? (*up to 6 points: 6 = excellent, 5 = very good, 4 = above average, 3 = average, 2 = below average, 1 = poor, 0 = unacceptable*)

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

____ B8. Assess the applicant's proposed supervisory structure for the project. (*up to 6 points: 6 = excellent, 5 = very good, 4 = above average, 3 = average, 2 = below average, 1 = poor, 0 = unacceptable*)

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

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 or intangible 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. To the extent an assignment is not effective under applicable law, Contractor grants UCS an exclusive, perpetual, royalty-free, fully-paid, irrevocable, worldwide, transferable license to use, reproduce, distribute, and commercialize any deliverables to the fullest extent permissible and effective under applicable law. Contractor shall cooperate with UCS, at UCS's request, as reasonably required to perfect or secure UCS's rights, including executing appropriate documents.

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 pre-existing proprietary rights to any materials, tools, templates, or methodologies produced or licensed 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 grants to UCS or its authorized designee, in perpetuity, at no additional cost or expense, a royalty-free, fully-paid, non-exclusive, irrevocable worldwide license 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.