



NEW YORK STATE UNIFIED COURT SYSTEM

Request for Proposals #116 OCA / Professional and Court Services

Mental Health Court Services
Buffalo, New York

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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, *proposer*, *vendor*, and *applicant* are used interchangeably, as are *RFP*, *bid* and *solicitation*.



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

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

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

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

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

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

I. BACKGROUND INFORMATION

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

The UCS Office of Court Administration's (OCA) Division of Professional and Court Services (DPCS) is soliciting proposals via this Request for Proposals (RFP) for the purpose of establishing a contract to provide mental health services to participants in the Buffalo City Treatment Courts.

UCS operates problem-solving courts which help judges and court staff respond to the needs of participants and the community. Problem-solving courts look to the underlying issues that bring people into the court system, employ innovative approaches to address those issues, and seek to simplify the court process for participants. A problem-solving 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.

Coordinating court, treatment, and social services to support participants requires a specialized combination of expertise with the justice, substance use, mental health, and social services communities.

II. PROJECT INFORMATION

UCS is the recipient of an award by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) for the purpose of improving outcomes for treatment court participants by addressing their mental health, trauma-related, and co-occurring substance abuse needs, reducing participants' recidivism, and enhancing public safety. The BJA grant award is hereinafter referred to as the Project.

The BJA grant period is October 1, 2019 – September 30, 2023 (hereinafter "Grant Term"). This RFP seeks Project Services as set forth in Article V below.

GRANT CHART

Grant Number	Jurisdiction	Project Goals	Maximum Available Grant Term Funding
2019-MO-BX-0018	Buffalo City Treatment Courts, Buffalo, NY	The Buffalo City Treatment Courts seek to enhance mental health services by reducing wait times for mental health evaluations, improve referrals to match treatment to a participant's specific needs, improve coordination of care, and	\$235,000

		improve participant outcomes. This includes evaluation and treatment planning services and appropriate trauma interventions that are immediate and victim-centered. The project aims to improve service delivery and outcomes and reduce relapses and recidivism rates for justice involved individuals with co-occurring disorders.	
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III. AWARD

UCS intends to award one contract for a term effective on or around November 1, 2022 and terminating on September 30, 2023 (“Contract Term”).

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

IV. MINIMUM QUALIFICATIONS

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

- Applicants must possess at least two years of experience in performing services relevant to those described herein.
- Applicants must have the ability to provide Project Services to within the county.

V. PROJECT SERVICES

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

1. Trauma-informed assessment and behavioral health treatment on-site in the court. The selected applicant shall provide individually tailored, trauma specific and wrap around support services to participants. These services will be provided by the Behavioral Health Counselor, who will conduct a full intake assessment exploring all biopsychosocial components of a person’s life; ensure linkages/referrals to mental health supports or increased level of care or provide evidence-based treatment services to treatment court participants; closely monitor and encourage participants’ continued engagement in treatment and services; medication management; report to the court on the participants’ attendance, compliance with medications (if applicable) and stability of mental health. The counselor will meet with participants at the court, office, jail or other community locations as needed.
2. Provide an expedited mental health evaluation within 72 hours of referral for all participants whether or not the individual has health insurance.

3. Act as a liaison between the applicant and the courts, as well as with the county's existing mental health systems, to share information and make appropriate referrals.
4. Utilize the scope of knowledge of mental health issues and provide further screenings for unaddressed needs.
5. Oversee local cross-system trainings for project staff, criminal justice personnel, and community based mental health and substance abuse providers on relevant subjects, including mental health, substance abuse, trauma specific care, case management, peer support, crisis responses, and integrated treatment and supervision strategies. These services will be provided by the Clinical Services Supervisor with assistance from the Counselor.
6. Assist in collecting and maintaining all data as required by BJA.
7. Attend all court hearings and other meetings as needed.
8. Staff will maintain project logs, reports and records in appropriate files and database(s) and provide continuous feedback on participants' progress with team members.
9. Provide appropriate supervision and oversight for any staff included on this project.

Required Staffing:

1. Behavioral Health Counselor (Full Time). The Behavioral Health Counselor must demonstrate skill in identifying primary treatment/intervention needs, such as mental health problems, substance abuse, and other areas of concerns. They will report directly to the Clinical Services Supervisor and must have experience in the mental health and substance use fields and strong organizational skills.

Preferred qualifications:

- Master's Degree from an accredited college or university in the field of mental health counseling, social work, or a related relevant field with two (2) years of relevant experience.

2. Clinical Services Supervisor (Part Time). The Clinical Services Supervisor must demonstrate skill in identifying primary treatment/intervention needs, such as mental health problems, substance abuse, and other areas of concern.

Preferred qualifications:

- Master's Degree from an accredited college or university in the field of mental health counseling, social work, or a related relevant field with two (2) years of relevant experience.

VI. INSURANCE REQUIREMENTS

Awarded applicant shall be required to maintain during the Contract Term and any renewal or extension term the insurance specified in Exhibit 3 hereto (Insurance Requirements) at its own cost and expense.

VII. AWARD SELECTION CRITERIA AND METHOD OF AWARD

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

Responsibility is determined in accordance with the criteria articulated in the “Responsible Applicant” 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 will prevail.

Proposals will be scored as follows:

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

Organizational capacity and program and staffing plan criteria are contained the Rating Tool attached as Exhibit 4 hereto.

Cost submissions will be scored as follows:

The proposal with the lowest cost will be awarded maximum points (25); each higher cost proposal will be 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 35 (average of all evaluators) is required for an award to be made.

VIII. REQUIRED DOCUMENTS

General Requirements

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

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

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

a. Narrative Description - Organizational Capacity

Applicants must submit a narrative description of no more than five (5) pages (except for requirement # 9) addressing all of the organizational capacity requirements listed below:

1. Briefly describe the organization's current principal activities.
2. Describe any prior experience the organization has in providing services to court-referred clients and experience developing an effective working relationship with the court.
3. Describe the organization's experience and expertise providing assessments and services to the mental health population including individuals with co-occurring disorders.
4. Describe the organization's experience, if any, with working with individuals with extensive histories of trauma, including intimate partner violence, sexual assault, and the transgender community.
5. Describe the organization's experience and expertise providing the project services listed in the RFP, including utilizing staff such as a Behavioral Health Counselor and a Clinical Services Supervisor, and providing services related to mental health recovery or co-occurring mental illness and substance use disorder to individuals involved in the criminal justice system.
6. Describe the organization's policies and procedures to ensure client confidentiality.
7. Describe the organization's experience, if any, with government-funded programs, including BJA-funded programs.
8. Describe the organization's capacity to effectively manage government funded programming, including but not limited to the ability to meet fiscal and programmatic reporting requirements, make effective use of technical assistance provided by funding entities, and work in partnership with the Court.
9. Briefly describe the organization's financial management system and internal controls procedure.
10. Provide an organizational chart showing all supervisory staff (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:

1. Provide information regarding the service delivery method(s) utilized prior to and post COVID-19 to the target population.
2. Describe the intake process for potential clients referred to the program. Describe each step in the process.
3. Describe the organization's plan for delivery of the full services described herein.
4. Describe the proposer's plan to provide a Behavioral Health Counselor who will be responsible for providing trauma specific and wrap around support services to participants. Specifically, what recruitment tools will the organization use to staff this position?
5. Describe the proposer's plan to provide a Clinical Services Supervisor to oversee staff and local cross-system trainings for Project staff, criminal justice personnel, and community based mental health and substance abuse providers.
6. How will the proposer's experience and existing collaborations with mental health and substance abuse providers, community-based organizations or other entities enhance the project goals?
7. Describe the organization's plan to ensure that project goals are met.
8. Describe the proposer's plan to provide cross-system trainings to Project staff.
9. Describe the applicant's plan on working collaboratively with the treatment court team and provide continuous feedback on an effective and ongoing basis. Include information about the timing and content of proposed feedback.
10. Describe the organization's plan to work with the Court to ensure Government Performance and Results Act (GPRA) court-client outcome data is being collected at appropriate points in time as required by BJA.

d. Line-Item Budget Proposal

Applicants must submit a line-item budget proposal indicating the total amount of funding requested *for each period* (“Budget Period”) described below within the Contract Term. The budget must be submitted on the Required Budget Form available at <http://nycourts.gov/admin/bids/currentsolicitations.shtml>.

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

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

1. The Budget Periods are as follows:

November 1, 2022 – September 30, 2023 (11 months)

2. The budget proposal must include a maximum total budget amount for the entire Contract Term (November 1, 2022 - September 30, 2023); maximum budget is \$235,000.

3. Non-Allowable Costs/Expenses

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

- Major capital expenditures
- Interest costs
- Fundraising costs
- Advertising costs except for recruitment of Project Services personnel.
- Entertainment costs
- Costs for dues, attendance at conferences or meetings of professional organizations *except* that all budgets must include travel expenses for attendance by at least one (1) person(s) at one (1) mandatory grantee meeting per Contract Period. Historically, this grantee meeting has coincided with attendance at a four-day conference convened by the National Association of Drug Court Professionals, which has met in cities such as Anaheim, CA; Houston, TX; Nashville, TN; and Washington, DC. For more information about scheduled conferences, please visit:

<https://nadcpconference.org/questions/>

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 NPS description must include a brief description of how each expense category relates to the provision of Project Services.

For equipment expenses, if any, explain the type of equipment (e.g. laptop computer, cell phone) to be purchased. For travel expenses, if any, explain which staff will be traveling and the destination, purpose, and frequency of travel.

***f.* Additional Documents**

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

IX. SUBMISSION OF PROPOSAL

a. Proposal Delivery

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

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

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

“Deliver immediately to Amelia Hershberger”

“Sealed Application - Do not open”

**“BUFFALO CITY COURT MENTAL HEALTH CASE MANAGEMENT SERVICES RFP – Due
October 24, 2022 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 **Monday, October 24, 2022 at 2PM.**

X. QUESTIONS

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

Amelia Hershberger
ahershbe@nycourts.gov

Please indicate in “Subject” field: Buffalo City Court Mental Health Case Management Services RFP # 116 Question(s)

The deadline to submit questions is **Tuesday, October 11th, 2022 at 2PM**. No questions will be entertained after this deadline. A written Questions & Answers (Q&A) listing all questions received and their answers will be posted on the UCS website at www.nycourts.gov/admin/bids 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. No special accommodations can or will be made by court staff with respect to security measures, access or parking.

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 withdraws its bid/proposal in writing, 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 information, 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 required 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 it is obligatory upon UCS to seek or allow clarifications or corrections as provided for herein.

Compliance with Laws

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

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 court, 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 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 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.

Financial Stability

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

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 printing facilities shall be made available for periodic inspection. In all instances, advance notification will be communicated by appropriate court personnel.

Intellectual Property

If Awarded Contractor is required to produce specially commissioned materials pursuant to this Agreement (the "Work"), whether in written form, on tape, computer-readable media or other tangible form, Contractor acknowledges and agrees that UCS shall have the option: (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), each of the foregoing 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; (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 RFB/RFP Package: Disclaimer

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

Payment

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

Payment shall be made monthly in arrears and shall be made within thirty (30) days of submission by Awarded Contractor and approval by UCS of invoices satisfactory to UCS and OSC.

Payment for services performed under the awarded contract shall be conditioned upon the acceptance and approval of such services, such that it is sufficiently complete in accordance with the RFP specification, so that UCS can utilize the services for its 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 Pricing Sheet set forth in Exhibit 3, 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 Pricing Sheet set forth in Exhibit 3. Bidder must quote pricing on a cost per employee basis and compute all price extensions prompted by Question 25 and the Pricing Sheet set forth in Exhibit 3. 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 Pricing Sheet will be prorated accordingly.

Pricing will remain unchanged during the Initial 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, 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, 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 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, the criteria set forth in paragraph 2 of the General Specifications (Attachment III-Vendor Responsibility Questionnaire), and the criteria set forth in the paragraph headed “Rejected and Unacceptable Bids/Proposals” as well as any other criteria necessary and reasonable to establish the 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 RFB/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.

Termination

Early termination of the contract for cause may result in, among other consequences, all remedies available

to UCS and New York State, the awarded contractor both being declared non- responsible by the UCS/OCA, pursuant to the UCS and Office of the State Comptroller’s guidelines on vendor responsibility and in the contractor’s removal from the UCS/OCA applicants list for future solicitations.

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 applicant produces any materials for UCS pursuant to this RFB/RFP, such work shall be deemed “work for hire” and shall be governed by the terms of Exhibit 6 (Appendix B: Materials Produced Under the Agreement).

EXHIBIT 1**DOCUMENT ENCLOSURE CHECKLIST**

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

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

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

- _____ Proposal Cover Sheet (Exhibit 2)
- _____ Narrative Description – Organizational Capacity (Article VIII (a))
- _____ Project staff resumes (Article VIII (b))
- _____ Project Description (Article VIII (c))
- _____ Line-Item Budget Proposal/Budget Narrative (Article VIII (d))
- _____ Certificates of NYS Worker's Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. (See Exhibit 3 "Insurance Requirements" for a list of accepted forms.)
- _____ Copies of applicant's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications (See Exhibit 3 "Insurance Requirements" for a list of accepted forms.)
- _____ Attachment I - Standard Request for Bid Clauses & Forms
 - ☐ p.3 - Non-Collusive Bidding Certificate
 - ☐ p.4 - Corporate Acknowledgment
- N/A Attachment II – Not Applicable
- _____ Attachment III – Vendor Responsibility Questionnaire
 - ☐ questionnaire filed online via OSC VendRep System and certified within 6 months of the bid opening date, or
 - ☐ paper questionnaire
- _____ Attachment IV – Procurement Lobbying forms
 - ☐ Disclosure of Prior Non-Responsibility Determination (UCS 420)
 - ☐ Affirmation of Understanding and Agreement (UCS 421)

EXHIBIT 2

PROPOSAL COVER SHEET

RFP P&CS # 116 – Buffalo City Court Mental Health Case Management Services

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

Vendor's Primary Contact for Proposal Matters:

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

Verification:

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

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

EXHIBIT 3

INSURANCE REQUIREMENTS

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

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

Proof of Workers' Compensation Coverage

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

Proof of Disability Benefits Coverage

- Form DB-120.1 - Certificate of Disability Benefits Insurance, or
- Form DB-120.2 - Certificate of Participation in Disability Benefits Group Self-Insurance; or
- Form DB-155 - Certificate of Disability Benefits Self-Insurance; or
- Form CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

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

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

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

The carrier must enter:

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

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

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

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

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

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

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

to UCS as certificate holder for cancellation or non-renewal prior to finalization of the contract. Such insurance shall cover the premises owned or rented by the center in an amount not less than the full insurable value (replacement value) of the real property unless otherwise approved in writing by UCS.

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

EXHIBIT 4

**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** _____

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

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 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ A2. Evaluate the extent to which the applicant demonstrates the capacity to establish and maintain an effective working relationship with the Court. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ A3. Evaluate the applicant's experience and expertise providing assessments and services to the mental health population including individuals with co-occurring disorders. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ A4. Evaluate the applicant's experience and expertise with working with individuals with extensive histories of trauma, including intimate partner violence, sexual assault, and the transgender community. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ A5. Assess the applicant's experience and expertise providing the project services listed in the RFP, including utilizing staff such as a Behavioral Health Counselor and Clinical Services Supervisor, and providing services related to substance abuse and/or mental health recovery of individuals involved in the criminal justice system. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ A6. Evaluate the ability of the organization to ensure client confidentiality. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ A7. Evaluate the ability of the organization to effectively manage government funded programs, including BJA-funded programs. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

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

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. Evaluate the extent to which the applicant demonstrates that the organization has instituted mechanisms likely to result in high quality services, taking into account significant developments which may impact on the ability to institute such mechanisms. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ B2. Evaluate the proposed intake, service delivery and client progress reporting plan. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ B3. Assess the proposed service delivery. Is the plan likely to result in a fully functional project? *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ B4. Assess the proposer's plan to provide a Behavioral Health Counselor and the Clinical Services Supervisor to support the project. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ B5. Assess the applicant's plan to collaborate with mental health and substance abuse providers, community-based organizations or other entities that will participate as partners in the proposed project? *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ B6. Assess the applicant's plan to ensure the project goals are met. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ B7. Assess the proposer's plan to provide cross-system trainings? *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

_____ B8. Assess how the organization will ensure that all grant-related reporting requirements are timely met. *(up to 5 points: 5 = excellent, 4 = very good, 3 = good, 2 = fair, 1 = poor, 0 = unacceptable)*

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

EXHIBIT 5**APPENDIX B****Terms and Conditions Applicable to Materials Produced Under the Agreement**

1. Contractor acknowledges and agrees that UCS has ordered and/or specially commissioned the services, deliverables and materials that Contractor is required to produce pursuant to this Agreement (the "Work"), whether in written form, on tape, computer-readable media or other tangible form. Except as otherwise specified in this Appendix B, Contractor agrees that (i) UCS shall be the sole owner of the Work and (ii) the Work shall be considered a "work made for hire" as that term is used under federal and state law. UCS or its authorized designee shall have all right, title and interest of every kind and nature, whether now known or hereafter devised and including, without limitation, all copyrights and renewals and extensions thereof, in and to the Work, including without limitation any editions and versions thereof, without payment of any royalty or other compensation. Without limiting the foregoing, and except as otherwise specified in this Appendix B, if all or any part of the Work is not so deemed a "work made for hire," Contractor hereby irrevocably grants, assigns, transfers and sets over to UCS or its authorized designee all rights of any kind and nature in and to the Work that he/she/it may possess or come to possess, including without limitation all copyrights and renewals and extensions thereof, without payment of any royalty or other compensation. Contractor agrees to execute and deliver to UCS any assignments and other documents requested by UCS confirming the assignment to UCS or its authorized designee of all rights in the Work and to fully cooperate with UCS in registering and protecting UCS's rights to and interests in the Work. Upon request of UCS during any stage of thereof, Contractor shall deliver all such Work to UCS.
2. Contractor represents and warrants that the Work shall be created solely by Contractor, be original, and does not infringe upon ~~any~~ the copyright, trademark, patent or other proprietary rights of any third party, including without limitation the right to use or display the name, face or likeness of any person. Furthermore, Contractor represents and warrants that the Work and any other materials used in connection with this Agreement shall not include or incorporate in any way the work or materials of any third party with rights to such work or materials, or the name, face or likeness of any person, unless Contractor has (i) advised UCS of this and (ii) the appropriate written authorizations, releases, licenses or other permits to allow UCS and Contractor to use the Work and any other materials used in connection with this Agreement without violating such rights have been obtained and delivered to UCS. The form of such authorizations and other documents is subject to UCS's approval.
3. All rights granted to UCS hereunder are irrevocable and shall vest and remain perpetually vested in UCS and UCS's successors and assigns without payment of any royalty or other compensation, whether this Agreement expires or is terminated, and shall not be subject to rescission, cancellation or termination by Contractor for any cause whatsoever.
4. If applicable, Contractor shall own and retain all proprietary rights to any materials produced by Contractor prior to the Effective Date, or not as a result of this Agreement ("Contractor's Property"), even if such materials are incorporated into the Work. If any such materials are incorporated into the Work, Contractor hereby licenses to UCS or its authorized designee, in perpetuity, at no additional cost or expense, the non-exclusive, irrevocable worldwide rights to reproduce, display and otherwise use Contractor's Property as part of the Work.
5. If master tapes are created in the production of the Work, upon receipt of final payment for the Work, Contractor will provide these to UCS, except for the master tapes to Contractor's Property (if applicable).
6. If requested by UCS, Contractor shall include in the Work a copyright notice in the following form: "Copyright (or ©) [year] New York State Unified Court System". All rights reserved." If applicable, the notice shall be computer-readable and

clearly visible to viewers for at least three seconds.

7. Contractor shall indemnify, defend and hold UCS, its administrative officers, directors, employees and authorized agents harmless from and against all claims, costs, liability and damages, including reasonable attorneys' fees and disbursements (i) resulting from the Contractor's breach of representation or warranty made herein or (ii) arising in connection with an allegation that UCS's use of the Work (if any) or any other deliverable, if any, infringes any patent, trade secret, copyright or any other proprietary right, including without limitation the rights to use or display a person's name, face or likeness.
8. This Appendix B shall survive expiration or termination of this Agreement.