



# **NEW YORK STATE UNIFIED COURT SYSTEM**

## **Request for Proposals #046 OCA / Professional and Court Services**

### **Drug Court Based Case Management and Recovery Support Services New York City and Nassau County, New York**

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*The New York State Unified Court System intends to make multiple awards based on the terms and conditions contained herein.*

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**Proposal Cover Sheet**

Legal Name of Applicant		
Executive Director/CEO		
Proposal Contact Person, Title, Phone Number and Email Address		
Summary of Proposal (2 or 3 sentences)		
Indicate all Jurisdiction for which Applicant proposes providing services:		
Grant Number	Jurisdiction	Indicate Application by Checking Here
1 H79 TI081138	Nassau District Court	
1 H79 TI081032	Queens County Supreme Court, Criminal Term	
1 H79 TI081041	New York County Supreme Court, Criminal Term	
1 H79 TI081133	New York City Criminal Court, Queens County	
1 H79 TI081036	New York City Criminal Court, Kings County	
2017-DC-BX-0056	Nassau County Court	
Address		
Phone		
Fax		
Email		
Website Address (not required)		
Federal Tax Identification No. (TIN)		
New York State Charities Registration Number (If exempt, please explain.)		
Signature of officer authorized to enter into contracts on the organization's behalf		

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

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**I. BACKGROUND INFORMATION**

The New York State Unified Court System (UCS) Office of Court Administration’s Division of Professional and Court Services (DPCS) is soliciting proposals (RFP) for the purpose of establishing multiple contracts to provide drug court case management and recovery support services (“Project Services”) for New York State drug courts.

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

**II. PROJECT INFORMATION**

UCS is the recipient of several awards by the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration (SAMHSA), Center for Substance Abuse Treatment (CSAT) and the Office of Justice Programs, Bureau of Justice Assistance (BJA) for the purpose of funding Project Services to supplement current drug court programs. The goal of the projects is to expand the number of participants and enhance the capacity of the treatment courts to better engage and retain participants by combining substance abuse and/or co-occurring treatment and recovery services with recovery support services and community linkages.

The funding for these services varies by each grant funded program (“Jurisdiction”) and is listed in the Grant Award Chart below:

<b>GRANT AWARD CHART</b>					
<b>Estimated Grant Awards by Grant Number, Jurisdiction and Funding Period</b>					
<b>Grant Number</b>	<b>Jurisdiction</b>	<b>Estimated Available Funds, January 1, 2019 – September 29, 2019</b>	<b>Grant End Date</b>	<b>Estimated Available Funds, September 30, 2019 – Grant End Date</b>	<b>Total Estimated Available Funds, Contract Term</b>
1 H79 TI081138	Nassau District Court	\$290,938	September 29, 2023	\$1,341,638	\$1,632,576

<b>GRANT AWARD CHART</b>					
<b>Estimated Grant Awards by Grant Number, Jurisdiction and Funding Period</b>					
1 H79 TI081032	Queens County Supreme Court, Criminal Term	\$343,137	September 29, 2023	\$1,372,548	\$1,715,685
1 H79 TI081041	New York County Supreme Court, Criminal Term	\$335,261	September 29, 2023	\$1,401,764	\$1,737,025
1 H79 TI081133	New York City Criminal Court, Queens County	\$328,438	September 29, 2023	\$1,376,231	\$1,704,669
1 H79 TI081036	New York City Criminal Court, Kings County	\$307,264	September 29, 2023	\$1,352,338	\$1,659,602
2017-DC-BX-0056	Nassau County Court	\$125,683	September 30, 2020	\$127,242	\$252,925

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

**III. AWARD**

UCS intends to award one contract to provide Project Services for each Jurisdiction listed in the Grant Award Chart. Contract will be awarded for a term effective on or about January 1, 2019 and terminating on the Grant End Date listed in the Grant Award Chart. UCS shall have the option to extend an awarded contract for a maximum of twelve (12) months upon the same terms and conditions (except for the budget, subject approval by the parties) as of the expiration date of the contract term. Any such extension shall be subject to the approval of the NYS Attorney General and the NYS Comptroller.

*This RFP seeks Court Based Case Management and Recovery Support Services for six (6) separate Jurisdictions, as described in the “Estimated Grant Awards by Grant Number, Jurisdiction and Funding Period” chart above. Awards shall be made on a Jurisdiction-by-Jurisdiction basis, with the potential of multiple awardees and/or awardees for multiple Jurisdictions.*

*A Bidder may make a proposal for one or more Jurisdictions.*

**IV. MINIMUM QUALIFICATIONS**

Eligible applicants are not-for-profit entities organized in New York State.

**V. PROJECT SERVICES**

UCS seeks proposals for the provision of the following services (“Project Services”):

(Specific services will vary by Jurisdiction as set forth in the Project Services Chart below.)

- **Assessment:** utilizing a validated risk and needs assessment tool, screen to identify risks and needs for all accepted participants. Determining the nature and extent of substance use disorders and co-occurring factors in adult drug treatment court participants; and
- **Dedicated case management staff:** develop individualized, culturally and linguistically appropriate treatment plans and work closely with treatment providers; and
- **Monitoring:** ongoing case coordination with the intent of providing continuity and ongoing individualized services to the drug treatment court participant and comprehensive reporting to the drug treatment court.
- **Dedicated staff for recovery support services:** support client recovery by providing dedicated staff for services such as vocational and educational assessments, job placements, Health Care Coordination, and Peer Specialist; and

Other services that may be needed include but are not limited to:

- **Drug testing:** administration of urinalysis tests; and
- **Implementation of evidence-based case coordination practices;** and
- **Integration of National Association of Drug Court Professionals adult drug court standards.**

Applicants must provide appropriate supervision and oversight for any staff included on this project.

For each location the successful applicant’s staffing plan should include:

<b>PROJECT SERVICES CHART</b>		
<b>Funder</b>	<b>Jurisdiction</b>	<b>Services</b>
SAMHSA	Nassau District Court	1. Case Management Services 2. Vocational Case Manager 3. Care Coordinator to conduct health assessments and connect participants to medical and behavioral health care 4. Peer Mentor Services

SAMHSA	Queens County Supreme Court, Criminal Term	<ol style="list-style-type: none"> <li>1. Case Management Services</li> <li>2. Clinical Supervisor</li> <li>3. Forensic Case Manager for co-occurring population</li> <li>4. DBT Trainer and facilitator</li> <li>5. Peer Mentor Services</li> </ol>
SAMHSA	New York County Supreme Court, Criminal Term	<ol style="list-style-type: none"> <li>1. Case Management Services</li> <li>2. Forensic Case Manager for co-occurring population</li> <li>3. Vocational Case Manager</li> <li>4. Peer Mentor Services</li> </ol>
SAMHSA	New York City Criminal Court, Queens County	<ol style="list-style-type: none"> <li>1. Case Management Services Forensic Case Manager for co-occurring population</li> <li>2. DWI Case Manager</li> <li>3. Vocational Case Manager</li> <li>4. Peer Mentor Services</li> </ol>
SAMHSA	New York City Criminal Court, Kings County	<ol style="list-style-type: none"> <li>1. Case Management Services</li> <li>2. Screener to identify eligible participants at time of arraignments</li> <li>3. Care Coordinator to conduct health assessments and connect participants to medical and behavioral health care</li> <li>4. Vocational Case Manager</li> <li>5. Peer Mentor Services</li> </ol>
BJA	Nassau County Court	<ol style="list-style-type: none"> <li>1. Case Management Services</li> <li>2. Data Coordinator</li> </ol>

**VI. INSURANCE REQUIREMENTS**

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

**VII. AWARD SELECTION CRITERIA AND METHOD OF AWARD**

UCS intends to award one Project Services contract per jurisdiction.

A single award will be made to a responsible applicant that receives the highest score in excess of the minimum score in each jurisdiction, as determined by the selection criteria set forth herein.

Responsibility is determined in accordance with the criteria articulated in the paragraph contained in the Article X, General Requirements headed, “Responsible Applicant.”

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

In the event of a tie composite score, the applicant with the higher cost score will prevail. A separate score will be calculated for each jurisdiction for which services are proposed. Proposals will be scored as follows:

Organizational Capacity:	25 points maximum
Appropriateness and Quality of the Proposed Program Plan	45 points maximum
Appropriateness of Staffing Plan:	15 points maximum
Reasonableness of Cost:	20 points maximum
<b>TOTAL POINTS</b>	<b>100 points maximum</b>

A minimum score of 70 is required for a contract to be awarded. Rating criteria are contained the Rating Tool attached as Exhibit 3 hereto.

### VIII. REQUIRED DOCUMENTS

#### General Requirements

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

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

***Applicants may submit applications for one or more Jurisdictions. A complete set of the documents required below must be submitted for each Jurisdiction to which an applicant submits a proposal.***

#### **a. Narrative Description - Organizational Capacity**

Applicants must submit a narrative description of no more than 4 pages addressing all of the organizational capacity requirements listed below:

1. Briefly describe the proposer’s philosophy of, role in and approach to effective discharge planning as it relates to consumers with substance abuse disorders.
2. Briefly describe the proposer’s current principal activities.
3. Describe the proposer’s experience, if any, with government-funded projects.
4. Describe the proposer’s prior experience providing or capacity to provide case management services and recovery support services for grant programs from the Substance Abuse and Mental Health Services Administration and Bureau of Justice Assistance. Include the number of and duration of projects.



5. Describe the proposer’s prior experience providing or capacity to provide case management in a court or criminal justice setting and recovery support services. Include the number of and duration of projects, if any.
6. Describe the proposer’s prior experience collecting or capacity to collect Government Performance and Results Act (GPRA) data.
7. Describe the proposer’s prior experience providing or capacity to provide case management services in an outpatient drug and alcohol treatment setting and recovery support services. Include the number of and duration of projects, if any.

**b. Project Resumes**

Submit resumes for all staff who will provide Project Services.

**c. Proposed Service Delivery.**

Applicants must submit a project service delivery description of no more than 5 pages addressing all of requirements listed below. Applicant’s descriptions should take into account the specific program goals for the Jurisdiction applied for, as listed in Section V. Project Services.

1. Describe the proposer’s plan to implement case management and recovery support services for the jurisdiction. Detail the plan within the specific court, including the manner of collaboration and the proposed design process.
2. Describe the proposer’s plan to assist the court in data collection and compilation pursuant to the Government Performance and Results Act (GPRA).
3. Describe the proposer’s plan to work with the Court(s), to ensure GPRA court-client outcome data is being collected at appropriate points in time as required by SAMHSA.
4. Describe the proposer’s plan on working collaboratively with the treatment court team.
5. How will the proposer provide feedback to the Court team(s) on an effective and ongoing basis? Include information about the timing and content of proposed feedback and how the proposer will ensure that feedback is structured to promote data informed policy changes.
6. Describe the proposer’s plan to staff the project, including all necessary staffing for the full services described herein.

**d. Line Item Budget Proposal**

A separate budget proposal must be submitted for **each** Jurisdiction for which applicant is submitting a proposal.

Applicants must submit line item budget proposals not greater than the funding available *for each budget period within* the Grant Term, as well as a total proposed line item budget for the entire Grant

Term. The budgets must be submitted on the Required Budget Form available at <http://nycourts.gov/admin/bids/currentsolicitations.shtml>. Estimated available amounts by grant and budget period are articulated in the Estimated Available Funds by Budget Period and Grant chart on the following page.

<b>Estimated Available Funds by Budget Period and Grant</b>							
<b>Grant Number</b>	<b>Jurisdiction</b>	<b>Budget Period 1, January 1, 2019-September 29, 2019</b>	<b>Budget Period 2, September 30, 2019-September 29, 2020</b>	<b>Budget Period 3, September 30, 2020-September 29, 2021</b>	<b>Budget Period 4, September 30, 2021-September 29, 2022</b>	<b>Budget Period 5, September 30, 2022-September 29, 2023</b>	<b>Total Estimated Available Funds, Contract Term</b>
1 H79 TI081138	Nassau District Court	\$290,938	\$328,351	\$336,060	\$336,060	\$341,167	<b>\$1,632,576</b>
1 H79 TI081032	Queens County Supreme Court, Criminal Term	\$343,137	\$343,137	\$343,137	\$343,137	\$343,137	<b>\$1,715,685</b>
1 H79 TI081041	New York County Supreme Court, Criminal Term	\$335,261	\$350,441	\$350,441	\$350,441	\$350,441	<b>\$1,737,025</b>
1 H79 TI081133	New York City Criminal Court, Queens County	\$328,438	\$339,246	\$345,861	\$345,562	\$345,562	<b>\$1,704,669</b>
1 H79 TI081036	New York City Criminal Court, Kings County	\$307,264	\$327,763	\$336,849	\$343,863	\$343,863	<b>\$1,659,602</b>
		<b>Budget Period 1, January 1, 2019-September 30, 2019</b>	<b>Budget Period 2, October 1, 2019-September 30, 2020</b>				
2017-DC- BX-0056	Nassau County Court	\$125,683	\$127,242				<b>\$252,925</b>

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, whether or not included in its budget.

1. Non-Allowable Costs/Expenses

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

- Major capital expenditures
- Interest costs
- Fundraising costs
- Advertising costs (except for recruitment of project personnel, program outreach and recruitment of participants)
- 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 1 person(s) at 1 mandatory grantee meeting per year to be held for each Jurisdiction.

2. Budget Narrative

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

e. Additional Documents

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

**IX. SUBMISSION OF PROPOSAL**

a. Proposal Delivery

Applicants shall deliver ONE signed, hard copy original and TWO additional copies (three 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”**

**“Drug Court Case Management and Recovery Support Services – Due 12/20/18 at 2PM”**

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

**b. Submission Deadline**

Applications will not be accepted electronically or by fax. Applications must arrive at the address below by no later than **Thursday, December 20, 2018 at 2PM.**

**X. QUESTIONS**

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

Amelia Hershberger  
[ahershbe@nycourts.gov](mailto:ahershbe@nycourts.gov)

Please indicate in “Subject” field: Drug Court Case Management and Recovery Support Services RFP Question(s)

The deadline to submit questions is **Thursday, December 6<sup>th</sup>, 2018 at 2pm.** No questions will be entertained after this deadline. A written Questions & Answers (Q&A) listing all questions received and their answers will be posted on the UCS website at [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) in the Addenda column for the appropriate solicitation and mailed to the applicants list promptly after this deadline.

**IMPORTANT:** Contact by any prospective applicant, or any representative thereof, with any other personnel of the UCS in connection with this Bid/RFP may violate the Procurement Lobbying Act of 2005 (see Attachment IV), will jeopardize the respective applicant's standing and may cause rejection of its proposal.

**XI. GENERAL SPECIFICATIONS**

## **Charities Registration**

Not-for-profit 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 contracting. Vendors must be sure all their documents are up-to-date and comply with the vendor responsibility requirements as outlined below. To determine the status of your charities registration information, contact:

[https://www.charitiesnys.com/RegistrySearch/search\\_charities.jsp](https://www.charitiesnys.com/RegistrySearch/search_charities.jsp)

## **Federal Requirements**

If an award made under this bid is funded in whole or in part with federal funds the bid/award recipient shall, at its cost and expense, promptly and fully comply with, and assist UCS as may be necessary in complying with, any federal requirements applicable to such federal award and funding.

(See <https://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-termsconditions> for current SAMHSA grant terms and conditions.

## **Subcontracting**

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

Vendor will be the prime contractor and will be responsible for all services required by this RFB/RFP. The UCS will communicate only with Vendor and Vendor shall remain wholly liable for the performance by and payment to any such subcontractors, their employees, agents, consultants or representatives.

## **Online RFB/RFP Package: Disclaimer**

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

### **Binding Nature of Bid/Proposal on Applicants**

All bids/proposals shall remain binding on applicants until such time as UCS provides written notification of its intent to award the contract to a specific applicant or until the applicant withdraws its bid/proposal in writing, whichever occurs first.

### **Estimated Quantities**

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

### **Compliance with Laws**

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

### **Independent Contractor Status**

It is expressly understood and agreed that the awarded contractor's status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the contractor is an employee of the UCS, OCA or State of New York. The awarded contractor shall be solely responsible for the work, assignment, compensation, benefits and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants or corporations 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.

UCS reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, UCS may reject any bids/proposals from any applicants who are in arrears to the State of New York upon any debt or performance of any contract; or who have previously defaulted on any contractual obligations, (as contracting party, surety or otherwise), or on any obligation to the State of New York; or who have been declared not responsible or disqualified by any agency of the State of New York, who have any proceeding pending against them relating to the responsibility or qualification of the applicants 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 Applicant'.

### **Rejected and Unacceptable Bids/Proposals**

UCS also reserves the right to reject any applicant: (i) whose facilities and/or resources are, in the

opinion of UCS, inadequate, too remote from the UCS locations to render services in a timely manner in accordance with all requirements of this solicitation; (ii) who does not provide references in accordance with the bid specifications, or whose references report significant failure to comply with specifications; or (iii) who are otherwise, in the opinion of UCS, unable to meet specifications.

### **Responsible Applicant**

A applicant shall be defined as “responsible” in accordance with, but not limited to, references, past performance history, financial stability, the criteria set forth in paragraph 2 of the General Specifications (Attachment III-Vendor Responsibility Questionnaire: Instructions), and the criteria set forth in the paragraph headed “Rejected and Unacceptable Bids/Proposals” as well as any other criteria necessary and reasonable to establish the applicant’s responsibility.

### **Clarification/Correction of Bids/Proposals**

In addition to any rights articulated elsewhere in this solicitation, UCS reserves the right to require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a applicant’s proposal and/or to determine a applicant’s compliance with the requirements of this solicitation. This clarifying information, if required in writing by UCS, must be submitted by the applicant, in accordance with formats 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 applicant’s proposal. Clarifying information, if any, whether provided orally, visually or in writing will be considered in the evaluation process. Failure to provide required information by its associated due date may result in rejection of the applicant’s proposal. Nothing in the foregoing shall mean or imply that it is obligatory upon UCS to seek or allow clarifications or corrections as provided for herein.

### **Indemnity**

Awarded contractor shall indemnify, defend and hold harmless UCS, its officers and employees from and against any and all claims, causes of action, damages, costs, liabilities and expenses of any kind (including reasonable attorney’s fees and the cost of legal defense) which UCS may incur by reason of: (i) awarded contractor’s breach of any term, provision, covenant, representation or warranty contained in the contract awarded as a result of this bid; (ii) any act, omission, negligence or intentional misconduct of awarded contractor or its employees, subcontractors, agents, volunteers or of other persons under its direction and control; (iii) awarded contractor’s performance or failure to perform under the contract; and (iv) enforcement by UCS of the awarded contract or any provisions thereof.

### **Unified Court System Self-Insurance**

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

### **Confidentiality**

Applicant acknowledges that any and all information, records, files, documents or reports contained in



any media format provided to the applicant by the court, or which may be otherwise encountered by applicant shall be considered extremely confidential and shall be handled accordingly at all times. Neither the applicant nor any of its employees, servants, Contractors, agents or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of any resulting agreement without the express prior written authorization of UCS. Any breach of this confidentiality by the applicant or by any of its employees, servants, subcontractors, agents, or volunteers may result in the immediate termination of any resulting agreement by UCS and may subject the applicant to further penalties.

Awarded Contractor shall use, and require its employees and authorized agents to use, at least the degree of care a reasonably prudent person would use to protect and prevent improper access to the records.

### **Confidential/Proprietary Information**

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

(Freedom of Information Law). Such confidential/proprietary information must be easily separable from the non-confidential sections of the proposal.

### **Financial Stability**

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

### **Termination**

Early termination of the contract for cause may result in, among other consequences, all remedies available to UCS and New York State, the awarded contractor both being declared non- responsible by the UCS/UCS, pursuant to the UCS and Office of the State Comptroller's guidelines on vendor responsibility and in the contractor's removal from the UCS/UCS's applicants list for future solicitations.

### **Implied Requirements**

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

**Silence of the Specifications**

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

**Work for Hire**

If awarded applicant produces any materials for UCS pursuant to this RFB/RFP, such work shall be deemed “work for hire” and shall be governed by the terms of Exhibit 4/Appendix B attached.

**EXHIBIT 1**

**DOCUMENT ENCLOSURE CHECKLIST**

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

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

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

**EXHIBIT 2**

**INSURANCE REQUIREMENTS**

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

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-155 - Certificate of Disability Benefits Self-Insurance; or
- Form CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

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

Workers' Compensation Board  
Bureau of Compliance  
(518) 462-882  
(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 12047

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 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 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.

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

**EXHIBIT 3**

**EVALUATION TOOL  
SUMMARY RATING SHEET**

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

**JURISDICTION TO BE SERVED (Include grant number):**

\_\_\_\_\_

**A. ORGANIZATIONAL CAPACITY (25 POINTS)**

**A.** \_\_\_\_\_

**B. APPROPRIATENESS AND QUALITY OF THE PROPOSED PROGRAM PLAN (45 POINTS)**

**B.** \_\_\_\_\_

**C. APPROPRIATENESS OF STAFFING PLAN (15 POINTS)**

**C.** \_\_\_\_\_

**D. REASONABLENESS OF COST (20 POINTS)**

**D.** \_\_\_\_\_

**A minimum score of 70 is required for a contract to be awarded.**

**TOTAL (maximum available points: 100):** \_\_\_\_\_

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

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

**DATE:** \_\_\_\_\_

**A. Organizational Capacity (25 points possible)**

\_\_\_ A1. Rate the appropriateness of the proposer’s philosophy and current principal activities with respect to the provision of services for this project. *(up to 3 points)*

\_\_\_ A2. Assess the proposer’s stated experience working on government funded projects. *(up to 3 points)*

\_\_\_ A3. Assess the proposer’s stated capacity to provide services for grant programs from the Substance Abuse and Mental Health Services Administration. *(up to 7 points)*

\_\_\_ A4. Assess the proposer’s stated capacity to provide services in a court or criminal justice setting. *(up to 5 points)*

\_\_\_ A5. Assess the proposer’s capacity to collect Government Performance and Results Act (GPRA) data. *(up to 3 points)*

\_\_\_ A6. Assess the proposer’s capacity to provide court-based case management services in an outpatient drug and alcohol treatment setting and recovery support services, considering prior projects if applicable. *(up to 4 points)*

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**SUBTOTAL FOR PART “A” (A1 + A2 + A3 + A4 + A5 + A6):**

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**B. Proposed service delivery (45 points possible)**

\_\_\_ B1. Assess the proposer’s plan to administer the project with respect to quality of design and quality of collaboration. Is the plan feasible and appropriate? *(up to 6 points)*

\_\_\_ B2. Assess the proposer’s plan for data collection and compilation of data pursuant to GPRA. Is the plan for collection and compilation feasible and appropriate? *(up to 6 points)*

\_\_\_ B3. Assess the proposer’s plan to provide continuous feedback to court. Is the plan likely to be effective, timely and structured to promote data informed policy changes? *(up to 6 points)*

\_\_\_ B4. Assess the proposer’s ability to provide feedback to the Court team in a timely and effective manner? *(up to 6 points)*

\_\_\_ B5. Assess the proposer’s plan to staff the project. Is the plan likely to result in a fully functional project? *(up to 6 points)*

\_\_\_ B6. Assess the proposer’s plan on working collaboratively with the treatment court team. *(up to 5 points)*

\_\_\_ B7. Assess the proposer’s ability to provide effective case-management and recovery support services. Will the proposer have the capacity to integrate services at current court capacity? *(up to 10 points)*

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

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**C. APPROPRIATENESS OF STAFFING PLAN (15 POINTS TOTAL)**

\_\_\_ C1. Evaluate the extent to which the proposal demonstrates appropriate staffing for the services defined for the jurisdiction. *(up to 8 points)*

\_\_\_ C2. Evaluate the extent to which the proposal demonstrates appropriate supervision and oversight for the staff included in the proposal. *(up to 4 points)*

\_\_\_ C3. Evaluate the applicant’s commitment, efforts, and accomplishments toward maintaining diversity among its staff and promoting cultural competence. *(up to 3 points)*

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

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**D. REASONABLENESS OF COST (20 POINTS TOTAL)**

\_\_\_ D1. Evaluate the extent to which the salaries and fringe benefits for the proposed program are appropriate for the positions listed in the proposal. *(up to 10 points)*

\_\_\_ D2. Evaluate the extent to which the percentage of funds that support administrative costs (including salaries and fringe benefits of non-program staff, real estate expenses that are not utilized for the direct delivery of services and related costs) is comparable to the percentage found in the budgets of similarly sized agencies. *(up to 5 points)*

\_\_\_ D3. Evaluate the extent to which the non-personnel service costs included in the budget are reasonable for the operation of the proposed program. *(up to 5 points)*

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**SUBTOTAL FOR PART “D” (D1 + D2 + D3):**

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**EXHIBIT 4**

**APPENDIX B**

**Terms and Conditions Applicable to Materials Produced Under the Agreement**

1. Contractor acknowledges and agrees that UCS has ordered and/or specially commissioned the services, deliverables and materials that Contractor is required to produce pursuant to this Agreement (the "Work"), whether in written form, on tape, computer-readable media or other tangible form. Except as otherwise specified in this Appendix B, Contractor agrees that (i) UCS shall be the sole owner of the Work and (ii) the Work shall be considered a "work made for hire" as that term is used under federal and state law. UCS or its authorized designee shall have all right, title and interest of every kind and nature, whether now known or hereafter devised and including, without limitation, all copyrights and renewals and extensions thereof, in and to the Work, including without limitation any editions and versions thereof, without payment of any royalty or other compensation. Without limiting the foregoing, and except as otherwise specified in this Appendix B, if all or any part of the Work is not so deemed a "work made for hire," Contractor hereby irrevocably grants, assigns, transfers and sets over to UCS or its authorized designee all rights of any kind and nature in and to the Work that he/she/it may possess or come to possess, including without limitation all copyrights and renewals and extensions thereof, without payment of any royalty or other compensation. Contractor agrees to execute and deliver to UCS any assignments and other documents requested by UCS confirming the assignment to UCS or its authorized designee of all rights in the Work and to fully cooperate with UCS in registering and protecting UCS's rights to and interests in the Work. Upon request of UCS during any stage of thereof, Contractor shall deliver all such Work to UCS.

2. Contractor represents and warrants that the Work shall be created solely by Contractor, be original, and does not infringe upon any the copyright, trademark, patent or other proprietary rights of any third party, including without limitation the right to use or display the name, face or likeness of any person. Furthermore, Contractor represents and warrants that the Work and any other materials used in connection with this Agreement shall not include or incorporate in any way the work or materials of any third party with rights to such work or materials, or the name, face or likeness of any person, unless Contractor has (i) advised UCS of this and (ii) the appropriate written authorizations, releases, licenses or other permits to allow UCS and Contractor to use the Work and any other materials used in connection with this Agreement without violating such rights have been obtained and delivered to UCS. The form of such authorizations and other documents is subject to UCS's approval.

3. All rights granted to UCS hereunder are irrevocable and shall vest and remain perpetually vested in UCS and UCS's successors and assigns without payment of any royalty or other compensation, whether this Agreement expires or is terminated, and shall not be subject to rescission, cancellation or termination by Contractor for any cause whatsoever.

4. If applicable, Contractor shall own and retain all proprietary rights to any materials produced by Contractor prior to the Effective Date, or not as a result of this Agreement ("Contractor's Property"), even if such materials are incorporated into the Work. If any such materials are incorporated into the Work, Contractor hereby licenses to UCS or its authorized designee, in perpetuity, at no additional cost or expense, the non-exclusive, irrevocable worldwide rights to reproduce, display and otherwise use Contractor's Property as part of the Work.

5. If master tapes are created in the production of the Work, upon receipt of final payment for the Work, Contractor will provide these to UCS, except for the master tapes to Contractor's Property (if applicable).

6. If requested by UCS, Contractor shall include in the Work a copyright notice in the following form: "Copyright (or ©) [year] New York State Unified Court System". All rights reserved." If applicable, the notice shall be computer-readable and clearly visible to viewers for at least three seconds.

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