



# **NEW YORK STATE UNIFIED COURT SYSTEM**

Request for Proposals #072  
OCA / Professional and Court Services

Attorney for the Child Services

Juvenile Defense of Minors Ages 7-17  
Bronx, Kings, New York, Queens and Richmond  
Counties (New York City)

**Proposal Cover Sheet: New York City Attorney for the Child Services, Juvenile Defense**

Legal Name of Applicant			
Executive Director/CEO			
Proposal Contact Person, Title, Phone Number and Email Address			
Years of Experience			
Address			
Phone			
Fax			
Email			
Website Address (not required)			
Federal Tax Identification No. (TIN)			
Charities Registration Number (if exempt, please explain)			
Signature of officer authorized to enter into contracts on the organization's behalf			
<b>Counties and Caseload Applied For</b>			
County	Case Type*	Projected Annual Caseload	Caseload Capacity <i>By entering a caseload number in this field, an application is made to provide the services for county for the case type indicated</i>
Bronx	PINS / Juvenile Delinquency	950	
	Juvenile / Adolescent Offender	265	
	<b>TOTAL</b>	<b>1,215</b>	
Kings (Brooklyn)	PINS / Juvenile Delinquency	1,080	
	Juvenile / Adolescent Offender	475	
	<b>TOTAL</b>	<b>1,555</b>	
New York (Manhattan)	PINS / Juvenile Delinquency	800	
	Juvenile / Adolescent Offender	300	
	<b>TOTAL</b>	<b>1,100</b>	
Queens	PINS / Juvenile Delinquency	600	
	Juvenile / Adolescent Offender	200	
	<b>TOTAL</b>	<b>800</b>	
Richmond (Staten Island)	PINS / Juvenile Delinquency	160	
	Juvenile / Adolescent Offender	55	
	<b>TOTAL</b>	<b>215</b>	
*See Section II: Project Information (pp. 6-7) for detailed definitions of each case type.			

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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 Proposals**

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**Contents**

**Proposal Cover Sheet**.....p. 1

**RFP Contents**

- 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. General Specifications

**Attachments**

- Attachment I - Standard Request for Bid Clauses & Forms
- Attachment III - Vendor Responsibility: Acknowledgment Form and VR Questionnaire
- Attachment IV - Procurement Lobbying forms

**Exhibits**

- Exhibit 1: Document Enclosure Checklist
- Exhibit 2: Insurance Requirements
- Exhibit 3: Proposal Rating Tool
- Exhibit 4: Appendix B: Materials Produced Under the Agreement

## **I. BACKGROUND INFORMATION**

As a result of the recent enactment of “Raise the Age” legislation (Chapter 59 of the Laws of 2017; hereinafter, “Chapter 59”), which raises the age of criminal responsibility in New York State from 16 to 18, the New York State Unified Court System (UCS) Office of Court Administration’s Division of Professional and Court Services (DPCS) is soliciting proposals via this Request for Proposals (RFP) from legal services provider organizations for the purpose of providing assigned counsel “Attorney for the Child” (AFC) services (“AFC Services”) to minors, ages 7-17, in juvenile defense proceedings in New York City family courts.

In the Family Court, the cost of legal representation is borne by the New York State Unified Court System (UCS). The UCS meets this obligation through the Attorney for the Child (AFC) program, which consists of two parts: panels of attorneys designated by the respective Departments of the Appellate Division and institutions that provide AFC services under contract. Approximately 95% of the caseload in New York City is assigned to contractual providers. The remaining 5% of the caseload has been, and will continue to be, assigned to attorneys designated by Appellate Divisions. Under the new law, a 16 or 17-year old charged with a misdemeanor will be charged as a juvenile delinquent (JD), and the case will be initiated in family court. For a 16 or 17-year old charged with a felony, Chapter 59 established an “Adolescent Offender” (AO) category. AO cases will be heard in the “Youth Part” of the superior court. However, the law provides a procedure for removal of many AO cases to the family court. The “Juvenile Offender” (JO) category has not changed under Chapter 59; however these cases will also be heard in the Youth Part and may also be subject to removal to Family Court.

These changes in the law are anticipated to increase the need for AFC Services under Section 241 of the Family Court Act, which provides that minors who are the subject of Family Court proceedings or appeals in proceedings originating in the Family Court should be represented by counsel of their own choosing or by an assigned counsel. UCS is authorized to enter into contracts with legal service providers to provide and pay for such assigned counsel pursuant to Sections 243(a) and 245(a) of the Family Court Act.

## **II. PROJECT INFORMATION**

Pursuant to the relevant section of Part 7.2 of the Rules of the Chief Judge, the function of the attorney for the child is:

*(a) As used in this part, "attorney for the child" means a law guardian appointed by the family court pursuant to section 249 of the Family Court Act, or by the supreme court or a surrogate's court in a proceeding over which the family court might have exercised jurisdiction had such action or proceeding been commenced in family court or referred thereto.*

UCS seeks proposals for the provision of AFC Services, to minors ages 7 to 17, in Person In Need of Supervision, Juvenile Delinquency, Juvenile Offense and Adolescent Offense proceedings in Family Court, and in those cases that originate in the Youth Part of the superior court and are removed to the Family Court.

Contract awardees shall be required to represent the following categories of minors:

1. Pursuant to section 712(a) of the Family Court Act, a person in need of supervision (PINS) is defined as:

A person less than eighteen years of age: (i) who does not attend school in accordance with the provisions of part one of article sixty-five of the education law; (ii) who is incorrigible, ungovernable or habitually disobedient and beyond the lawful control of a parent or other person legally responsible for such child's care, or other lawful authority; (iii) who violates the provisions of: (1) section 221.05; or (2) 230.00 of the penal law; (iv) or who appears to be a sexually exploited child as defined in paragraph (a), (c) or (d) of subdivision one of section four hundred forty-seven-a of the social services law, but only if the child consents to the filing of a petition under this article

2. Pursuant to section 301.2(1) of the Family Court Act, a juvenile delinquent (JD) is defined as:

A person over seven and less than sixteen years of age, or commencing on October first, two thousand eighteen a person over seven and less than seventeen years of age, and commencing October first, two thousand nineteen a person over seven and less than eighteen years of age, who, having committed an act that would constitute a crime, or a violation, where such violation is alleged to have occurred in the same transaction or occurrence of the alleged criminal act, if committed by an adult, (a) is not criminally responsible for such conduct by reason of infancy, or (b) is the defendant in an action ordered removed from a criminal court to the family court pursuant to article seven hundred twenty-five of the criminal procedure law.

3. Pursuant to section 1.20(42) of the Criminal Procedure Law, a juvenile offender (JO) means:

(1) a person, thirteen years old who is criminally responsible for acts constituting murder in the second degree as defined in subdivisions one and two of section 125.25 of the penal law, or such conduct as a sexually motivated felony, where authorized pursuant to section 130.91 of the penal law; and (2) a person fourteen or fifteen years old who is criminally responsible for acts constituting the crimes defined in subdivisions one and two of section 125.25 (murder in the second degree) and in subdivision three of such section provided that the underlying crime for the murder charge is one for which such person is criminally responsible; section 135.25 (kidnapping in the first degree); 150.20 (arson in the first degree); subdivisions one and two of section 120.10 (assault in the first degree); 125.20 (manslaughter in the first degree); subdivisions one and two of section 130.35 (rape in the first degree); subdivisions one and two of section 130.50 (criminal sexual act in the first degree); 130.70 (aggravated sexual abuse in the first degree); 140.30 (burglary in the first degree); subdivision one of section 140.25 (burglary in the second degree); 150.15 (arson in the second degree); 160.15 (robbery in the first degree); subdivision two of section 160.10 (robbery in the second degree) of the penal law; or section 265.03 of the penal law, where such machine gun or such firearm is possessed on school grounds, as that phrase is defined in subdivision fourteen of section 220.00 of the penal law; or defined in the penal law as an attempt to commit murder in the second degree or kidnapping in the first degree, or such conduct as a sexually motivated felony, where authorized pursuant to section 130.91 of the penal law.

4. Pursuant to section 1.20(44) of the Criminal Procedure Law, an adolescent offender (AO) means:

A person charged with a felony committed on or after October first, two thousand eighteen when he or she was sixteen years of age or on or after October first, two thousand nineteen, when he or she was seventeen years of age.

**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 at least one (1) AFC Juvenile Defense Services contract covering each category listed in Article II (b) above, for each county listed on the Proposal Cover Sheet, but reserves the right to award up to four (4) contracts for each case type in each county (a maximum of forty total contracts). Contracts will be awarded for a term effective on April 1, 2020 and terminating on March 31, 2025 (Contract Term). Awards shall be made on a County-by-County basis, with the potential of multiple awardees across case type and county.

### IV. MINIMUM QUALIFICATIONS

Awards will be made to qualified organizations which are non-profit entities, tax-exempt under the Internal Revenue Code. Applicants must be organized for the purpose of providing legal services, must have a minimum of three years of relevant experience providing the type of services required under this RFP, and must have an office within the county in which an application is made at the time services commence on April 1, 2020.

Applicant personnel must possess the requisite experience and qualifications to provide the AFC Services described in Article V below, and/or submit a training and/or hiring plan for the provision of such personnel. Such hiring and/or training plan shall be submitted as provided in Article VIII (b) below.

Applicant organizations must possess the requisite capacity to handle the estimated caseloads listed in Article VIII (c) below for the counties/case types for which they are submitting an application. UCS will consider proposals that include training and hiring plans to meet such estimated caseloads.

**Specifically relating to Youth Part matters removed to Family Court (case type category: per Article II (b) (3) and (4) above, Juvenile Offender and Adolescent Offender), UCS seeks attorneys proficient in both adult felony representation in the Youth Part and juvenile defense practice in the Family Court.**

## V. PROJECT SERVICES

Awarded applicants shall be required to perform the following AFC Services:

- provide attorneys proficient in juvenile defense practice in the Family Court who are able to deliver high-quality representation in line with the Juvenile Defense Standards promulgated by the National Juvenile Defender Center (<https://njdc.info/wp-content/uploads/2013/09/NationalJuvenileDefenseStandards2013.pdf>) and the New York State Bar Association (<https://www.nysba.org/workarea/DownloadAsset.aspx?id=55896> [regarding juvenile delinquents] and <https://www.nysba.org/workarea/DownloadAsset.aspx?id=55898> [regarding PINS])
- provide enhanced services such as social workers, investigators, or other services that would promote quality representation;
- assume representation of each client at the earliest practical opportunity in the proceeding, and shall, where appropriate, contact, interview and provide initial services to the client at the earliest possible opportunity, and where feasible, prior to the client's first court appearance;
- be reasonably accessible to each client;
- assure that all necessary case preparation is conducted on behalf of each client, including a review of documents pertaining to the child and any necessary factual investigation, and shall arrange for any necessary expert evaluations;
- assure that the legal remedies available to each client are evaluated, and pursued where appropriate;
- appear at and participate actively in all court proceedings conducted in relation to each client;
- while a dispositional order in relation to a client is in effect, maintain such contact with the client and other appropriate individuals and agencies as necessary to monitor implementation of such order, and shall seek intervention of the court when necessary to assure compliance with such order or otherwise protect the interests of the client; and
- provide, or refer for provision of, such other legal and associated support services for each client as the Court may direct or as Contractor may determine are necessary and appropriate to properly represent each such client.
- provide substantial training for attorneys representing youth and enhanced services providers, on topics to include adolescent brain development, effective adolescent interviewing and counseling techniques;
- provide substantial training for attorneys representing youth and enhanced services providers on the topic of communication with young clients in a trauma-informed, developmentally appropriate and effective manner;
- provide substantial training for attorneys representing youth and enhanced services providers on the topic of representing special populations (e.g., youth with developmental disabilities, LGBTQIA+ youth, substance abusing youth, etc.);
- identify conflicts and implement procedures to appropriately re-assign conflicts;
- provide services at after-hours arraignments.

In addition, as directed by the relevant sections of Part 7.2 of the Rules of the Chief Judge, the attorney for the child is subject to the ethical requirements applicable to all lawyers, including but not limited to constraints on: *ex parte* communication; disclosure of client confidences and attorney work product;

conflicts of interest; and becoming a witness in the litigation. In juvenile delinquency and person in need of supervision proceedings, where the child is the respondent, the attorney for the child must zealously defend the child.

**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 2 hereto (Insurance Requirements), at their own cost and expense.

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

Award shall be made to up to four (4) responsible applicants evaluated in excess of the minimum score by case type in each county, a maximum of forty (40) total awards (four per county per case type).

Scores shall be determined by the selection criteria set forth herein. The proportion of the total caseload awarded to each awardee shall be determined by the composite (technical + cost) score and caseload capacity until the full estimated caseload in each county is exhausted.

Responsibility is determined in accordance with the criteria articulated in the paragraph contained in the Article XI, 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.

Proposals will be scored as follows:

<b>Technical Criteria (80%)</b>	<b>Maximum Points</b>
Organizational Capacity	15
Programmatic Capacity	15
Proposed Service Delivery	50
<b>Maximum Technical Points</b>	<b>80</b>
Cost	20
<b>Maximum Cost Points</b>	<b>20</b>
<b>MAXIMUM TOTAL POINTS</b>	<b>100</b>

Organizational Capacity and Program and Staffing Plan criteria are contained in the Rating Tool attached as Exhibit 3 hereto.



Cost submissions will be scored as follows:

The proposal with the lowest cost in each county for each case type will be awarded maximum points (20); each higher cost proposal will be awarded points according to the following formula:

$$\frac{\text{lowest cost proposal}}{\text{highest cost proposal}} \times 20$$

For example: Assuming the lowest cost proposal is \$400 and the next higher cost proposal is \$500, the \$400 cost proposal would be awarded 20 points and the \$500 cost proposal 16 points based on the following computation:

$$400 \div 500 = (.8) \times 20 = 16$$

*Note: A minimum Technical Criteria point score of 50 (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. 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 5 pages addressing all of the organizational capacity requirements listed below:

1. Briefly describe all of the organization's current principal activities.
2. Please provide the organization's mission statement and describe how the services to be provided herein relate to the mission.
3. Describe the organization's prior experience providing legal services to juvenile defendants, if any.
4. What are the agency's supervisory policies and procedures?
5. Describe the agency's mechanisms for assuring quality of service for:
  - client intake
  - case assignment

- case management and supervision
  - training of staff and volunteers
6. Describe the policies and procedures in place to ensure client confidentiality.
  7. Describe the organization's use of technology to enhance access and quality of legal services.

**b. Project Description**

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

1. Describe the organization's plan to provide attorneys proficient in juvenile defense practice in the Family Court, including prior experience and qualifications of counsel and hiring and training plans and supervisory staffing. Include the number of staff and supervisory positions in each category, and ratios of staff attorneys to supervisory attorneys. If applying for multiple counties and/or case types, describe any distinctions between the staffing plans for each.
2. Describe any non-attorney support such as social workers, investigators, or other support staff services that would promote quality representation. Include the number of staff positions in each category, and ratios of each to staff attorneys. If applying for multiple counties and/or case types, describe any distinctions between the staffing plans for each.
3. Describe a comprehensive training plan providing representation to youth, including demonstrated knowledge of adolescent brain development, and effective adolescent interviewing and counseling techniques. Include any information regarding expertise and/or experience on these topics the applicant organization has, if any.
4. Describe a comprehensive training plan regarding in communication with young clients in a trauma-informed, developmentally appropriate and effective manner. Include any information regarding expertise and/or experience on this topic the applicant organization has, if any.
5. Describe a comprehensive training plan regarding representing special populations, such as youth with developmental disabilities, LGBTQIA+ youth, youth with substance use disorder. Include any information regarding expertise and/or experience on this topic the applicant organization has, if any.
6. Discuss procedures for identifying conflicts.
7. Describe staffing plans to ensure representation at after-hours arraignments.
8. Describe the organization's plan to ensure continuity of representation for Youth Part matters removed to the Family Court. *If applying ONLY in the PINS / Juvenile Delinquency Case Type, leave blank.*
9. Describe the organization's plan to provide attorneys proficient in both adult felony representation in the Youth Part and juvenile defense practice in the Family Court, including prior experience and qualifications of counsel and/or hiring and training plans. *If applying ONLY in the PINS / Juvenile Delinquency Case Type, leave blank.*

10. Discuss the capacity estimate entered on the Application Cover Sheet. How will the applicant organization accommodate the caseload for which it has applied?

**c. Cost Proposal**

Applicants must submit cost proposals specifying the cost per case bid for each County and Case Type in which funding is sought by completing the Cost Proposal and Caseload Capacity Chart below. Leave rows blank for any County and Case Type in which application is not intended or made.

**Failure to submit a Cost Per Case (Bid) will result in the disqualification of the application for the County.**

COST PROPOSAL AND CASELOAD CAPACITY CHART				
County	Case Type	Cost per Case (Bid)**	UCS Estimated Caseload	Applicant Estimated Capacity***
Bronx	PINS / Juvenile Delinquency		950	
	Juvenile / Adolescent Offender*		265	
	<b>TOTAL</b>		<b>1,215</b>	
Kings (Brooklyn)	PINS / Juvenile Delinquency		1,080	
	Juvenile / Adolescent Offender*		475	
	<b>TOTAL</b>		<b>1,555</b>	
New York (Manhattan)	PINS / Juvenile Delinquency		800	
	Juvenile / Adolescent Offender*		300	
	<b>TOTAL</b>		<b>1,100</b>	
Queens	PINS / Juvenile Delinquency		600	
	Juvenile / Adolescent Offender*		200	
	<b>TOTAL</b>		<b>800</b>	
Richmond (Staten Island)	PINS / Juvenile Delinquency		160	
	Juvenile / Adolescent Offender*		55	
	<b>TOTAL</b>		<b>215</b>	
*Cases removed to Family Court, see Section II: Project Information (pp. 6-7)				
** The Cost per Case bid must include all costs and expenses per case for providing the services required pursuant to the bid specifications.				
*** Applicant may enter any Applicant Estimated Capacity number up to (but not greater than) the corresponding UCS Estimated Caseload number for each County and Case/Type for which it is entering a bid. All numbers entered must match the numbers to be entered on Proposal Cover Sheet. Awarded applicants will be expected to provide services for a minimum of 5% of the UCS Estimated Caseload up to the Applicant Estimated Capacity numbers entered in each County and Case/Type for which it has entered a bid.				

1. Budget Narrative

Applicant must submit a narrative of not more than 3 pages that briefly describes the expenses associated with the program plan described in Articles VIII(a) and VIII(b). Specifically, include detailed information about how the staffing plan described in VIII(b)(1) and VIII(b)(2) will be supported under the cost per case bid. Include information about the applicant's method for allocating shared direct costs and indirect costs. If fringe benefits are budgeted based on a rate, include information to support that rate. Describe any cooperative agreements or sub-contracts that will support service delivery.

d. 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”**

**“NYC AFC JD RFP – Due 3/10/20 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 above by no later than **Tuesday, March 10<sup>th</sup>, 2020 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: New York City Attorney for the Child Services, Juvenile Defense  
RFP # 072 Question(s)

The deadline to submit questions is **Tuesday, February 25<sup>th</sup>, 2020 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 corporations only)**

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.

### **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 a 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 is awarded the contract, the award will constitute the prior written approval of UCS to the subcontractors named in the applicant’s proposal and the agreement shall be subject to UCS review and approval.

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 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.*

***A complete set of RFP documents must be submitted.***

- Proposal Cover Sheet (p.2)
- Certificate of Incorporation
- Narrative Description – Organizational Capacity (Article VIII (a))
- Project Description (Article VIII (b))
- Cost Proposal/Budget Narrative (Article VIII (c))
- 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
- 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-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/](http://www.wcb.ny.gov/) and click on 'Employers/Businesses' and/or 'Forms'. Any questions regarding workers' compensation coverage requirements should be directed to:

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

Applicants awarded funding (whether through a new or amended contract) will be required to provide updated certificates of workers' compensation and disability benefits coverage that name the 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 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. 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. 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  
TECHNICAL PROPOSAL SUMMARY RATING SHEET**

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

**Organizational Capacity (15 points possible)** A. \_\_\_\_\_

**Programmatic Capacity (15 points possible)** B. \_\_\_\_\_

**Proposed Service Delivery (50 points possible)** C. \_\_\_\_\_

**Total Points: 80 points** **TOTAL** \_\_\_\_\_

**A minimum average score of 50 is required for a contract to be awarded.**

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

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

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

**DETAIL RATING SHEETS**

**PROPOSAL:** \_\_\_\_\_

**REVIEWER:** \_\_\_\_\_

**A. ORGANIZATIONAL CAPACITY (15 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 organization’s mission is in alignment with the provision of legal services to juvenile defendants. Consider the following sources of information: Organizational Capacity Question #2. *(up to 3 points)*

\_\_\_\_\_ A2. Evaluate the applicant’s mechanisms for client intake, case assignments, case management, training, and client confidentiality. Consider the following sources of information: Organizational Capacity Questions #5 and #6 *(up to 5 points)*

\_\_\_\_\_ A3. Evaluate the applicant’s capacity to use technology to enhance the quality of legal services. Consider the following sources of information: Organizational Capacity Question #7 *(up to 2 points)*

\_\_\_\_\_ A4. Evaluate the extent to which the applicant’s current activities, including any stated prior experience providing legal services to juvenile defendants, demonstrate capacity to provide legal services to juvenile defendants. Consider the following sources of information: Organizational Capacity Questions #1 and 3. *(up to 3 points)*

\_\_\_\_\_ A5. Evaluate the extent to which the applicant’s supervisory policies and procedures are appropriate and likely to result in quality provision of legal services to juvenile defendants. Consider the following sources of information: Organizational Capacity Question #4. *(up to 2 points)*

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

**B. PROGRAMMATIC CAPACITY (15 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’s plan for identifying conflicts is sufficient. Consider the following sources of information: Program Description Question #6. *(up to 3 points)*

\_\_\_\_\_ B2. Evaluate the quality of applicant’s plan to provide representation at after-hours arraignments. Consider the following sources of information: Program Description Question #7. *(up to 4 points)*

\_\_\_\_\_ B3. Evaluate the applicant’s stated ability to meet the capacity for which it has proposed providing representation. Consider the following sources of information: Program Description Question #10, Application Cover Sheet. *(up to 4 points)*

\_\_\_\_\_ B4. Evaluate the applicant’s proposed plan to provide ancillary support services other than attorneys to promote quality representation. Consider the following sources of information: Program Description Question #2. *(up to 4 points)*

**SUBTOTAL FOR PART “B” (B1 + B2 + B3 + B4) \_\_\_\_\_**

**C. PROPOSED SERVICE DELIVERY (50 POINTS POSSIBLE)**

\_\_\_\_\_ C1. Evaluate the applicant’s plan to provide attorneys proficient in juvenile defense practice and, if the applicant is proposing to provide services in cases removed from the Youth Part, to ensure continuity of representation for Youth Part matters removed to the Family Court. Is organization’s plan to provide attorneys proficient in juvenile defense practice in the Family Court satisfactory and, if applicable, adult felony representation in the Youth Part satisfactory? Consider the following sources of information: Program Description Questions #1, #8 and #9. *(up to 20 points)*

\_\_\_\_\_ C2. Evaluate the applicant’s expertise in or training plan for ensuring demonstrated knowledge of adolescent brain development, and effective adolescent interviewing and counseling techniques. Consider the following sources of information: Program Description Question #3 *(up to 10 points)*

\_\_\_\_\_ C3. Evaluate the applicant’s plan to represent juvenile defendants in a trauma-informed, developmentally appropriate and effective manner. Consider the following sources of information: Program Description Question #4 *(up to 10 points)*

\_\_\_\_\_ C4. Evaluate the applicant’s plan to represent special populations, such as youth with developmental disabilities, LGBTQIA+ youth, youth with substance use disorder. Consider the following sources of information: Program Description Question #5 *(up to 10 points)*

**SUBTOTAL FOR PART “C” (C1 + C2 + C3 + C4) \_\_\_\_\_**



**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.