



NEW YORK STATE UNIFIED COURT SYSTEM

Office of Court Administration
Division of Grants, Contracts & Procurement

Request for Proposals

OCA-DGCP-071

Judiciary Civil Legal Services, Legal Empowerment

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I. BACKGROUND INFORMATION

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

The Judiciary Civil Legal Services (“JCLS”) program was established by UCS at the recommendation of the Permanent Commission on Access to Justice to address the crisis resulting from unrepresented litigants compelled to navigate the complexities of New York’s civil justice system without the benefit of counsel. For more than fifteen years, the JCLS program has served to provide a stable funding source for the delivery of civil legal services and access to justice services to low-income New Yorkers to have meaningful access to the courts and the legal assistance they need to secure the essentials of life. Since its establishment, the JCLS program has awarded hundreds of millions of dollars in funding to civil legal services providers throughout the State for this crucial initiative that benefits millions of New Yorkers annually by providing access to vital legal services. Programmatic oversight of the JCLS program is provided by the Judiciary Civil Legal Services Division in the Office for Justice Initiatives under the leadership of the Hon. Edwina G. Richardson.

JCLS funding supports the provision of legal assistance to address “essentials of life” areas, such as: (i) housing matters, (including eviction, foreclosures, and homelessness); (ii) family matters (including domestic violence, child and family stability); (iii) access to health care and education; (iv) subsistence income (including wages, disability, and other benefits, and consumer debts). JCLS funding also supports the provision of legal assistance in other civil legal need areas that are low-income New Yorkers and targeted sub-populations.

II. PROJECT INFORMATION

The UCS Office of Court Administration’s (“OCA”) Division of Grants, Contracts and Procurement (“DGCP”) is soliciting sealed proposals via this Request for Proposals (“RFP”) to award contracts for Judiciary Civil Legal Services’ Legal Empowerment Project to provide quality free legal services to vulnerable individuals at or below 200% of the federal poverty threshold and underserved populations, including individuals and communities experiencing barriers to safety, stability, or access to justice, as further described herein. OCA will award funding to nonprofit organizations (as further outlined herein) that provide representation, legal assistance, legal information, and outreach to indigent individuals and families. The goal of this initiative is to strengthen access to civil legal services and ensure that vulnerable individuals can

understand and assert their legal rights through the coordinated use of attorneys, legal advocates, family advocates, social workers, benefits specialists, and other professionals.

Via this RFP, UCS will establish one or more contracts in each of the following counties: Bronx, Erie, Kings, Monroe, Nassau, New York, Onondaga, Queens, Suffolk, and Westchester. These counties were selected based on their high concentrations of individuals living in poverty in New York State.

For purposes of this RFP, eligible clients are defined as New York State residents living at or below 200% of the federal poverty threshold who are experiencing conditions that contribute to increased/heightedened vulnerability or reduced access to legal resources, including those affected by violence, displacement, disability, service-related challenges, or other barriers to safety and stability (hereinafter, “Eligible Client”). Eligible Clients will receive timely access to high-quality, free legal services.

UCS is allocating \$6,000,000 in the aggregate to address civil legal needs for Eligible Clients. Funding is intended to support the delivery of community-centered civil legal services across the ten (10) counties in New York State with the largest number of people living in poverty. Resources will be directed to strengthen local service capacity and address the civil legal needs of Eligible Clients in these communities. The maximum funding available for each county in a twelve (12) month period is listed in Exhibit 5. Allocations in each subsequent year of the contract are subject to available state appropriations.

UCS anticipates that each Awarded Contractor (as defined in Article III below) will begin to perform the Project Services (as set forth in Article V below) on or about October 1, 2026.

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

<u>EVENT</u>	<u>DATE</u>
Bid Issue Date	Thursday, June 18, 2026
Question Due Date	Thursday, July 9, 2026 at 2:00PM Eastern
Bid Submission Deadline Date	Thursday, August 13, 2026 at 2:00PM Eastern
Estimated Contract Start Date	October 1, 2026

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

III. AWARD

UCS intends to award one or two contracts per county (“Contract”) to successful bidders (each an “Awarded Contractor”) for a term of five (5) years. Each Contract is expected to commence on or about October 1, 2026, and terminate on or about September 30, 2031. (“Contract Term”).

Awards will be made on a county-by-county basis. Awarded Contractors must demonstrate the capacity to serve the entire county for which they are awarded. Applicants awarded for one or more counties will enter to a single Contract with UCS covering all applicable counties.

If no awards are made for a particular county, or the awards made within a particular county do not fully exhaust the available funds, UCS reserves the right to reallocate those funds to the remaining counties.

Applicants may apply individually or in partnership with other organizations; however, a single entity must be identified as the lead applicant responsible for fiscal management, reporting, and performance. Any such partnerships should be described in the applicable sections the Narrative Description – Proposed Service Delivery. Applicants proposing to partner with another organization must identify the legal name of the partner entity, their NYS Vendor ID number, and describe the relationship between the applicant and partner entity. If an applicant proposes delivering services in partnership with another entity, UCS may, upon award, request or require a written agreement between the Awarded Contractor and the partner entity. Any partner entity deemed to be a subcontractor may also be required to file a vendor responsibility questionnaire, as described further in Article XII General Specifications.

Any Contract resulting from this solicitation is subject to the approval of the NYS Attorney General and Office of the State Comptroller.

IV. MINIMUM QUALIFICATIONS

To be eligible for award, applicants must meet the following minimum qualifications:

1. Applicants must be not-for-profit entities, typically organized under the Not-for-Profit Corporation Law, and must submit proof of charities registration or an exemption from the Attorney General's Charities Bureau portal with the application. Eligible entities must also submit proof of tax-exempt status under the Internal Revenue Code.
2. Applicants must have a physical office space within the county service area for which they are applying. If multiple counties are being applied for, there must be physical office space in each county. Proof must be submitted with the application demonstrating that the Applicant currently owns, leases, or otherwise controls the physical office space. Acceptable proof may include: deed of ownership; executed lease agreement for the duration of the five-year contract period; or other legally binding written documentation demonstrating control of the space. UCS will make all determinations as to whether such documentation is sufficient for purposes of this RFP.

The following organizations and individuals are categorically ineligible for contract awards:

- Individuals or organizations listed as ineligible on the federal System for Award Management due to suspension or debarment.
- Individuals or organizations listed as ineligible on the NYS Office of General Services database of debarred entities.

V. PROJECT SERVICES

Awarded Judiciary Civil Legal Services applicants shall be required to provide Civil Legal Services to Eligible Clients as outlined herein (the “Project Services”). Legal Services Providers awarded as a result of this RFP shall deliver comprehensive services that protect and advance the legal rights of vulnerable populations. At a minimum, services provided by Legal Service Providers, including but not limited to:

- Provide quality legal services at no cost to Eligible Clients at or below 200% of the federal poverty threshold.
- Provide legal advice and representation in priority civil legal service areas, including but not limited to:
 - Family-related law matters, including personal safety and protection orders;
 - Legal services related to residency and related administrative processes;
 - Access to public benefits, income support, and healthcare services;
 - Consumer rights, financial stability, and debt-related issues ;
 - Disability rights and access to accommodations; and
 - Veterans’ benefits and related legal issues.
- Conduct intake, screening, and eligibility assessments to identify urgent legal needs and prioritize high-risk cases.
- Provide crisis intervention and safety-planning referrals.
- Advocate on behalf of clients in negotiations with opposing parties, government agencies, and other stakeholders to resolve civil legal matters and secure access to essential rights and benefits.
- Represent clients at all stages of civil legal proceedings, including negotiations, administrative hearings, and court appearances, as appropriate.
- Prepare and file necessary legal documents, including pleadings, motions, stipulations, and appeals when appropriate.

- Providing navigation services that assist individuals in accessing legal systems, court services, and community-based legal resources.
- Supporting community-based outreach efforts that inform individuals of their legal rights and available legal resources.
- Partnering with other nonprofit organizations that deliver services to vulnerable populations.
- Promoting equitable access to justice for all individuals .
- Expanding access to civil legal services for underserved and marginalized populations.
- Provide trauma-informed, culturally competent, and language-accessible services to ensure all clients can meaningfully participate in their legal matters.
- Coordinate with community-based organizations, social service agencies, and other service providers to support holistic client outcomes, including safety planning, economic stability, and access to supportive services.
- Maintain detailed case notes, client records, and outcome data in accordance with OCA standards and reporting requirements.
- Participate in ongoing collaboration with OCA, courts, and community partners to improve service delivery, identify systemic barriers, and enhance access to justice.
- Conduct community education and legal rights workshops for vulnerable populations. Complete quarterly reports as required by UCS.
- Provide appropriate supervision and oversight for any staff included in the Contract.
- Ensure compliance with all confidentiality, ethics, and professional responsibility requirements.

Available funding will not meet the need for all legal protection. Accordingly, applicants must demonstrate the ability to leverage existing federal, state, and local resources.

VI. INSURANCE REQUIREMENTS

Awarded Contractor shall be required to maintain the insurance specified in Exhibit 4 hereto (Insurance Requirements) at its own cost and expense during the Contract Term.

VII. AWARD SELECTION CRITERIA AND METHOD OF AWARD

Tier I: Minimum Qualifications (Threshold Pass/Fail)

The Awarded Contractor(s) must meet the minimum qualifications outlined in Article IV.

Tier II: Evaluation and Scoring

Proposals that pass the Tier I Threshold review will advance to Tier II. Proposals that receive a score of at least 70 points (average technical score among Tier II reviewers + cost score) will advance to Tier III.

The technical criteria of each proposal will be reviewed and rated by a team of qualified UCS staff, while the reasonableness of cost criteria will be reviewed and scored by the UCS Contracts and Procurement staff. **Applicants must submit separate Proposed Service Delivery narratives for each county for which they are applying; a single narrative covering multiple counties will be deemed non-responsive.** Scores for Organizational Capacity, Proposed Service Delivery and Reasonableness of Cost will be averaged across all scorers to determine an average score for each county. Organizational Capacity and Proposed Service Delivery are based on the criteria outlined in the Narrative Descriptions in Article VII. Reasonableness of cost is based on the evaluation of the proposed program budget and budget narrative submitted by each applicant organization. The scores of the three categories will be summed by county and the average of the evaluators' scores will result in a Final Composite Score for each Applicant for each county. Points will be awarded as follows:

<u>Technical Criteria</u>	<u>Maximum Points</u>
Organizational Capacity	35 maximum points
Proposed Service Delivery	44 maximum points
Reasonableness of Cost	21 maximum points
Total Points Available	100 maximum points

Note: A minimum score of 70 (average of all evaluators) is required for an award to be made.

Tier III: Final Evaluation

In Tier III, the amounts awarded to applicants that meet the minimum technical score will be determined based on consideration of some or all the following: Tier II scoring and comments, strategic priorities, available funding and best overall value to New York State.

Notwithstanding the foregoing, nothing herein obligates UCS to approve awards or funding for any applicant.

VIII. REQUIRED DOCUMENTS

General Requirements

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

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

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

a. Narrative Description – Organizational Capacity

Note: Only one (1) narrative for Organizational Capacity is required regardless of the number of Counties applied for. Applicants must submit a narrative description of no more than five (5) pages addressing all of the organizational capacity requirements listed below:

1. Describe the organization's mission, history, and experience.
2. Describe your organization's physical presence and geographical service coverage, including office locations. Be sure to describe the form of site control over the office space.
3. Describe the organization's supervisory structure, policies, and procedures, including attorney oversight, caseload management, and timekeeping and reporting practices for program staff.
4. Provide information on organizational stability, including staff retention, leadership continuity, and any recent significant changes.
5. Describe the organization's mechanisms for ensuring quality and effectiveness of civil legal services, including staff training, supervision, performance monitoring, and case review processes.
6. Provide an overview of your financial management systems, internal controls, and audit history.

b. Narrative Description – Proposed Service Delivery (no more than eight pages)

If applying for more than one County, a separate Proposed Service Delivery specific to each County is required.

Applicants must submit a narrative no more than eight (8) pages describing their capacity to implement and manage the proposed legal empowerment program effectively and at scale. If an Applicant proposes to partner with another entity ("Partner Entity") to deliver the Project Services, the Proposed Service Delivery narrative must clearly identify which components of the Project Services will be provided by the Applicant and which components will be provided by the Partner Entity.

The narrative must address, at a minimum, the following elements:

1. Applicants must explain how services will be tailored to meet the individualized needs of each client. Responses should demonstrate an understanding of the complex and intersecting legal, social, economic, and health-related challenges faced by low-income and underserved populations. Proposals should describe how legal services will be integrated with supportive services (e.g., social work, case management, benefits access) to promote long-term stability.
2. Applicants must describe their organization's experience and demonstrated capacity to provide high-quality representation across a range of civil legal matters, including but not limited to:
 - a. Family-related legal matters, including issues involving safety and orders of protection
 - b. Matters related to residency or administrative processes
 - c. Public benefits hearings and appeals
 - d. Consumer matters involving financial stability or debt-related issues
 - e. Accessibility-related matters under disability or other laws
 - f. Service-related benefits and associated administrative proceedings

Responses should include examples of prior work, measurable outcomes achieved, and staff expertise relevant to these areas.

3. Applicants must describe how the proposed service model will ensure meaningful and equitable access to civil legal services for Eligible Clients. Proposals should outline strategies to reduce systemic, logistical, or informational barriers and ensure Eligible Clients can meaningfully engage with services.
4. Applicants must outline how they will ensure the quality, effectiveness, and accessibility of services, including:
 - a. Language access services (e.g., interpretation, translation)
 - b. Accommodation practices for individuals with disabilities
 - c. Strategies to serve individuals with limited access to technology or transportation
 - d. Use of best practices, supervision, and ongoing training to maintain high-quality legal services.
5. Applicants must describe the proposed staffing model for the Legal Empowerment grant, including the number and roles of key personnel such as attorneys, legal advocates, family advocates, social workers, benefits specialists, and other relevant staff. Responses should explain how interdisciplinary teams will collaborate to address client needs and how staffing levels are sufficient to meet projected service demand.

6. Applicants must describe the systems and processes used to collect, manage, and report program data. This includes case management systems, performance tracking, and internal monitoring protocols. Proposals should demonstrate the organization's ability to comply with all reporting requirements established by UCS and JCLS, including timely and accurate submission of data and outcome reporting.
7. Applicants must describe their outreach and legal education strategies, including:
 - a. Target populations to be served.
 - b. Outreach methods (e.g., community-based outreach, legal clinics, partnerships with community-based organizations, informational workshops).
 - c. Strategies to build trust and awareness, and engagement within communities that experience barriers to accessing legal services. Responses should highlight culturally responsive and community-informed approaches.
8. Applicants must describe existing or proposed partnerships with community-based organizations, government agencies, and other service providers (these differ from any partner entities with whom an applicant submits a proposal). Proposals should explain how these partnerships will enhance service delivery, improve client outcomes, and support coordinated and holistic assistance .
9. Applicants must explain how resources will be allocated across service types to effectively meet identified community needs. Responses should include projected caseloads, service targets, and strategies for managing demand while maintaining consistent service quality.
10. Applicants must describe how they will assess program effectiveness and use data to inform continuous improvement. This includes identifying key performance indicators, client feedback mechanisms, and processes for refining service delivery over time to better meet community needs.

c. Deliverables, Reporting, and Data Collection

The Awarded Contractor(s) shall be required to submit quarterly and annual reports to enable UCS to monitor contract performance, compliance, and progress toward required deliverables. Award Contractors must describe program goals and objectives in a manner consistent with UCS's standard forms, including quarterly progress reports and annual grantee activity reports. Separate reports will be required for each county.

d. Resumes

Submit resumes for all staff who will provide Project Services. For those positions currently vacant, submit detailed job descriptions. (Note: resumes and job descriptions will not be counted against the page limit for the narrative description of the applicant's proposed staffing).

e. Line-Item Budget Proposal

If applying for more than one County, a separate Line-Item Budget specific to each County is required.

Applicants must submit a line-item budget proposal indicating the total amount of funding for a 12-month period. The budget must be on the Required Budget Form available at <https://www.nycourts.gov/grants-contracts-procurement/current-solicitations>. Line-item budgets should be submitted based on the aggregate amount of funds requested per county. One line-item budget per county must be submitted.

Proposals listing total budgeted costs in excess of the Project Budget set forth in Exhibit 5 may be subject to disqualification.

Proposals must align with the requirements of the UCS Financial Planning and Control Manual, Contracts with Not-For-Profits, available at:

https://www.nycourts.gov/LegacyPDFS/admin/financialops/FPCM-PDFs/V2_contracts/Financial-Planning-and-Control-Manual-NotforProfit-Contracts.pdf

Please 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 Project Services. Applicant shall be solely responsible for all costs and expenses incurred in connection with the performance of Project Services that are not expressly included in its budget and approved by UCS. Budget periods during the Contract Term will be subject to the availability of appropriated funds and will be determined based on fiscal and programmatic considerations.

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

- Major capital expenditures
- Interest costs
- Fundraising costs
- Advertising costs except for recruitment of Project Services personnel
- Entertainment costs

f. Budget Narrative

If applying for more than one County, a separate Budget Narrative specific to each County is required.

Applicant must submit a narrative of not more than three (3) pages that briefly describes the expenses included in each budget category of its budget proposal, and how they relate to the Project Services. The Personal Services description must include a brief description of responsibilities. The Non-Personal Services (“NPS”) description must include a brief description of how each expense category relates to the provision of Project Services. For equipment expenses, if any, explain the type of equipment (for example, laptop computer, cell phone) to be purchased. For travel expenses, if any, explain which staff will be traveling and the destination, purpose, and frequency of travel.

In the budget narrative, applicants must address each of the budget categories listed in the table below. The budget narrative may present this information in table format or in paragraph form.

Budget Category	Narrative summary of expenses budgeted
Salaries Detail rationale for salary costs budgeted by position category. Include salary schedules, cost of living adjustment policies and bonus policies.	
Fringe Benefits Detail fringe benefits available to staff, including the justification of any rate charged. Explain any items budgeted in Other Employee Benefits.	
Equipment Detail equipment purchases planned, including any replacement schedules for equipment included in the budget.	
Other Non-Personal Services Include brief explanations for all sub-categories in which expenses are budgeted.	
Indirect Costs Attach or explain the indirect cost allocation methodology used to calculate indirect costs.	

g. Additional Documents

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

- Organizational Chart
- IRS Correspondence indicating applicant's tax-exempt status (if applicable)
- Most recent Attorney General Charities Bureau Annual Report (if applicable)
- Board of Directors Composition Summary (See Exhibit 7)
- Certificate of Incorporation or equivalent document with all amendments
- Copy of Insurance Certificates, or other adequate proof evidencing the insurance coverage requirements
- Most recent audited annual financial statement

IX. SUBMISSION OF PROPOSAL

a. Proposal Delivery

Applicants must submit their proposals by hand delivery or mail. Only one (1) signed, hard copy original complete proposal is required. **Proposals will not be accepted electronically or by fax.**

Proposals must be clearly addressed and submitted to:

**NYS Unified Court System
Division of Grants, Contracts & Procurement
2500 Pond View, Suite 104
Castleton-on-Hudson, New York 12033
ATTN: Jillian Halse**

All envelopes/cartons must also be labeled on the outside with the following information on two sides, visible to the designated contact upon receipt:

**“Deliver immediately to Jillian Halse”
“Sealed Application - Do not open”
“RFP # OCA-DGCP-071 Judiciary Civil Legal Services, Legal Empowerment -
Due August 13, 2026, at 2:00PM Eastern”**

b. Submission Deadline

Applications must arrive at the address above by no later than **Thursday, August 13, 2026, at 2:00PM Eastern**. Any application received after this deadline will be declared late and may be disqualified. Notwithstanding the foregoing, a late application may be accepted by UCS in its sole discretion if: (i) an insufficient number of timely applications meeting the requirements of

this RFP are received; or (ii) the applicant has satisfactorily demonstrated to UCS that the late application was caused solely by factors outside the control of the applicant. However, in no event shall UCS be obligated to accept a late application, and in making such determination, UCS will consider whether accepting a late application would materially benefit or disadvantage a particular applicant. It is recommended that applicants allow several extra days for shipping in order to meet the deadline.

c. Amendment of Proposals

Proposers may only amend submitted proposals prior to the Bid Submission Deadline Date. Amended proposals must be submitted in packaging which clearly indicates “Amended Proposal for RFP # OCA-DGCP-071.” Amended proposals must be signed by an individual who is duly authorized to amend the bidder’s original proposal. Amended proposals must be submitted in the same manner as original proposals described herein. Amended proposals received by UCS after the Bid Submission Deadline Date will be rejected for lateness.

d. Withdrawal of Proposal Prior to Bid Submission Deadline Date

A proposal may be withdrawn at any time prior to the Bid Submission Deadline Date. If multiple proposals are submitted by the same bidder, the bidder must clearly indicate to which proposal the withdrawal applies.

e. Bidder Confidential/Proprietary Information

If applicable, bidders 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. Bidders are advised that any material deemed confidential by bidder 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 in a separate folder from the non-confidential sections of the proposal.

f. No-Bids

Proposers deciding not to answer this RFP are requested to send a no-bid letter to OCA, Attn: Jillian Halse, Court Analyst, NYS Unified Court System, Division of Grants, Contracts and Procurement, 2500 Pond View, Suite 104, Castleton-on-Hudson, NY 12033. The envelope must be clearly marked in the lower left corner as follows: RFP # OCA-DGCP-071. No-bid letters may alternatively be sent by email to JHalse@nycourts.gov. Please indicate in “Subject” field: RFP # OCA- DGCP-071 – No-Bid.

X. QUESTIONS

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

Jillian Halse

JHalse@nycourts.gov

Please indicate in “Subject” field: RFP # OCA- DGCP-071 Question(s)

The deadline to submit questions is Thursday, July 9, 2026 **at 2:00PM Eastern**. No questions will be entertained after this deadline. A written Questions & Answers (Q&A) listing all questions received and their answers will be posted on the UCS website at <https://www.nycourts.gov/grants-contracts-procurement/current-solicitations> in the Additional Documents section for the appropriate solicitation and emailed to the applicants list promptly after this deadline.

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

XI. PRE-BID CONFERENCE

A pre-bid conference will not be held.

XII. GENERAL SPECIFICATIONS

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

Access to Court Facilities

Awarded Contractor(s) must comply with all applicable location rules, policies, guidelines and procedures in order to be granted access to court facilities. Where applicable to the performance of work under an awarded contract, bidders shall be wholly responsible for familiarity with the physical layout and access to the courts and buildings in question, including but not limited to, roadways, overhangs, parking, security, elevators, required access permits or insurance certificates. Court staff cannot modify security measures, access protocols, or parking restrictions to facilitate Awarded Contractor’s entrance to or egress from court facilities unless required to do so by law.

Binding Nature of Bid/Proposal on Bidders

All bids/proposals shall remain binding on bidders until such time as UCS/OCA provides written notification of its intent to award the contract to a specific bidder or until the bidder requests withdrawal of its bid/proposal in writing, and such withdrawal is accepted by UCS/OCA in its sole discretion in accordance with applicable law and the terms of this RFP, whichever occurs first.

Charities Registration

If a vendor is required to register with the New York State Office of the Attorney General as a charitable organization, the registration must be up to date at the time of contract award.

Vendors must be sure all their documents are up-to-date and comply with the vendor responsibility requirements as outlined below. To determine the status of your charities registration with the Attorney General, contact:

https://www.charitiesnys.com/RegistrySearch/search_charities.jsp

Clarification/Correction of Bids/Proposals

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

Compliance with Laws

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

Confidential/Proprietary Information

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

law, including but not limited to Article 6 of the New York Public Officers Law (Freedom of Information Law). Such confidential/proprietary information must be easily separable from the non-confidential sections of the proposal.

Confidentiality and Data Security

Awarded Contractor(s) acknowledges that any and all information, records, files, documents, or reports contained in any media format provided to the Awarded Contractor(s) by the UCS, or which may be otherwise encountered by Awarded Contractor(s), shall be considered extremely confidential and shall be handled accordingly at all times. Neither the Awarded Contractor(s) nor any of its employees, servants, vendors, agents or volunteers shall at any time be permitted to utilize such confidential information for any purpose outside the scope of any resulting agreement from this RFP without the express prior written authorization of UCS. Any breach of this confidentiality by the Awarded Contractor(s) or by any of its employees, servants, subcontractors, agents, or volunteers, may result in the immediate termination of any resulting agreement by UCS and may subject the Awarded Contractor(s) to further penalties.

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

Awarded Contractor(s) is prohibited from maintaining confidential files and records provided to or generated by Awarded Contractor(s) in a mobile or portable device. Remote access to the UCS confidential information is prohibited unless industry standard protocols for remote access are in place (e.g., SSL, VPN). In addition, Awarded Contractor(s) will be required to comply with the data security and confidentiality requirements of other government agencies that supply data to UCS.

Contract Terms

The successful bidder shall be required to comply with the provisions set forth in this RFP, as well as such other provisions contained in an agreement, in form and content satisfactory to UCS in its sole discretion.

Federal Requirements

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

Financial Stability

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

Implied Requirements

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

Indemnity

Awarded Contractor(s) shall indemnify, defend and hold harmless UCS, its officers and employees from and against any and all claims, causes of action, damages, costs, liabilities and expenses of any kind (including reasonable attorneys' fees and the cost of legal defense) which UCS may incur by reason of: (i) Awarded Contractor's breach of any term, provision, covenant, representation or warranty contained in the contract awarded as a result of this bid; (ii) any act, omission, negligence or intentional misconduct of Awarded Contractor(s) or its employees, subcontractors, agents, volunteers or of other persons under its direction and control; (iii) Awarded Contractor's performance or failure to perform under the contract; or (iv) enforcement by UCS of the awarded contract or any provisions thereof. UCS will notify Awarded Contractor of any claim, action, or demand for which indemnity is required in the reasonable opinion of UCS and will cooperate reasonably with Awarded Contractor at Awarded Contractor's expense. Any law firm Awarded Contractor chooses to defend UCS must be experienced in defending similar claims and will be subject to UCS approval, which will not be unreasonably withheld. Awarded Contractor may not settle any lawsuit or matter relating to the culpability or liability of UCS without the prior written consent of UCS. UCS reserves the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense.

Awarded Contractor shall also defend, indemnify, and hold UCS harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs in any action for infringement of a patent, copyright, trademark, trade secret or other proprietary right arising out of the awarded contract.

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 Awarded Contractor is an employee of the UCS, OCA or State of New York. The Awarded Contractor(s) shall be solely responsible for the work, assignment, compensation, benefits, and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants corporations, or other organizations employed or engaged by the Awarded Contractor(s), 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(s) or any of its employees or subcontractors.

Inspection of Bidder's/Awarded Contractor's Facilities

The UCS/OCA reserves the right to inspect bidder's proposed facilities, as part of the bid evaluation. Subsequent to award, Awarded Contractor's facilities shall be made available for periodic inspection. In all instances, advance notification will be communicated by appropriate UCS personnel.

Intellectual Property

If Awarded Contractor(s) is required to produce specially commissioned materials pursuant to the awarded contract (the "Work"), whether in written form, on tape, on computer-readable media, or in another tangible or intangible form, Awarded Contractor acknowledges and agrees that UCS shall have the option to: (i) retain a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the Work; or (ii) be the sole owner of the Work (the Work shall be considered a "work made for hire"), for Work generated under the awarded contract at no additional cost to UCS.

Minor Bid Irregularities

Provided the same will not materially benefit or disadvantage any particular bidder or substantially alter the requirements of this bid, UCS may: (i) waive technicalities; (ii) waive minor irregularities, omissions or incompletions in the bid or a bid response; (iii) waive any bid requirements that are unmet by all bidders; (iv) consider any and/or all alternatives and/or enhancements suggested by the successful bidder; or (v) make an award under the bid in whole or in part and negotiate contract terms and conditions with the successful bidder to meet UCS requirements consistent with such award.

Notice of Substantial Change in Contractor's Status

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

Online RFP Package: Disclaimer

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

Payment

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

Payment shall be made quarterly in arrears and shall be made within thirty (30) days of submission by Awarded Contractor(s) and approval by UCS of invoices satisfactory to UCS and Office of the State Comptroller.

Notwithstanding the foregoing, at the sole discretion of UCS, and subject to the availability of funds, advance payment of up to twenty-five percent (25%) of the annualized funding amount allocated for each budget period may be available for awarded contracts with not-for-profit organizations.

Payment for services performed under the awarded contract shall be conditioned upon the acceptance and approval of such services. Payment shall also be conditioned on whether those services are sufficiently complete both in accordance with the RFP specifications and to the extent necessary for UCS to utilize those services for their intended purpose.

Pricing

All pricing submitted pursuant to the solicitation shall be net and include all costs for the performance of all services required under this solicitation, including transportation costs.

Other than the pricing submitted on the Required Budget Form, there shall be no other charge, cost, reimbursement or expense of any kind payable by UCS in connection with, or arising from, Awarded Contractor’s performance of the services set forth herein. Awarded Contractor(s) shall be solely responsible for all costs and expenses incurred in connection with the performance of such services.

Pricing shall be submitted only on, and in the format prescribed by, the Required Budget Form. Bidder must quote pricing and compute all price extensions prompted by the Required Budget Form. In the event of a bidder’s miscalculation, the unit price will prevail. UCS reserves the right to make mathematical corrections based on unit price(s). Pricing in the awarded contract for amounts in increments not equal to pricing units indicated in the Required Budget Form will be prorated accordingly.

Rejected and Unacceptable Bids/Proposals/Awards

UCS reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, UCS may reject any bids/proposals from any bidders who are in arrears to the State of New York upon any debt or performance of any contract; or who have previously defaulted on any contractual obligations (as contracting party, surety or otherwise) or on any obligation to the State of New York; or who have been declared not responsible or disqualified by any agency of the State of New York, or who have any proceeding pending against them relating to the responsibility or qualification of the bidders to receive public contracts, whose proposal is incomplete or otherwise non-responsive in any material respect; or who are found to be non-responsible based on any of the criteria specified in the section headed "Responsible Bidder."

UCS also reserves the right to reject any bidder: (i) whose facilities and/or resources are, in the opinion of OCA, inadequate or too remote from the UCS locations to render services in a timely manner in accordance with all requirements of this solicitation; (ii) who does not provide references in accordance with the bid specifications, or whose references report significant failure to comply with specifications; or (iii) who are otherwise, in the opinion of OCA, unable to meet specifications.

UCS further reserves the right to set aside a bid award to a successful bidder if it is unsuccessful in negotiating a satisfactory contract within a time frame acceptable to the UCS, in which event UCS may then invite the next responsible and responsive bidder with the next highest evaluation score to enter into negotiations for purposes of executing a contract.

Responsible Bidder

A bidder shall be defined as "responsible" in accordance with, but not limited to: references, past performance history, financial stability, responses to the Vendor Responsibility Questionnaire (see Attachment III-Vendor Responsibility Questionnaire), the criteria set forth in the paragraph headed "Rejected and Unacceptable Bids/Proposals/Awards," as well as any other criteria necessary and reasonable to establish the bidder's responsibility.

Silence of the Specifications

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

Subcontracting

Subcontracting, and any other transfer of any duties or obligations to be performed hereunder, will be permitted only with the prior written consent of UCS to the proposed subcontractors. All subcontracts shall be in writing and contain provisions which are functionally identical to, and

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

The Awarded Contractor(s) will be the prime contractor and will be responsible for all services required by this RFP. The UCS will communicate only with Awarded Contractor(s), and the Awarded Contractor(s) shall remain wholly liable for the performance by, and payment to, any such subcontractors, their employees, agents, consultants or representatives. UCS may require subcontractors to provide evidence of insurance, as applicable, prior to UCS approval. If total compensation to any subcontractor exceeds \$100,000 in the aggregate, the subcontractor must submit and certify a Vendor Responsibility Questionnaire.

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

Termination

A. FOR CONVENIENCE

By written notice, the Contract may be terminated at any time by UCS for convenience upon thirty (30) days' written notice without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or purchase order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this paragraph, UCS shall remain liable for all accrued but unpaid charges incurred through the date of termination.

B. FOR BUDGET MODIFICATION

1. Notwithstanding any other provision contained in this RFP, if the UCS Budget ("Budget") is modified (a "Budget Modification", defined in subsection 2 below) for any State fiscal year included in the term of the Contract, in whole or in part, such that UCS determines, in its sole discretion, that it is necessary to reduce, eliminate or otherwise modify the budget allocation covering payment thereunder, UCS shall have the option to terminate the Contract upon not less than thirty (30) days' notice to Awarded Contractor, without liability for costs, expenses or damages as a result thereof.
2. For purposes of this subsection, Budget Modification shall mean and include, with respect to the Budget or any appropriation contained therein:
 - i. any reduction, elimination or restriction upon access thereto as provided by law; or

- ii. any restriction placed on UCS spending authority, including any restriction imposed by UCS upon itself in response to a request of the Executive or Legislative Branch of government.
3. Termination hereunder shall be further governed by the termination provisions contained in the Contract, as applicable.

C. FOR CAUSE

UCS may terminate the Contract upon written notice to Awarded Contractor if the Awarded Contractor defaults in the observance or performance of any of the terms and conditions of the Contract, and such default is not remedied within thirty (30) days after such notice has been delivered to Awarded Contractor specifying the occurrence, omission, or failure giving rise to such default. In such event, UCS may complete the contractual requirements in any matter it may deem advisable and pursue available legal or equitable remedies for breach. Early termination of the Contract for cause may result in, among other consequences, exercising any or all remedies available to UCS and New York State, the Awarded Contractor both being declared non-responsible by the UCS/OCA, pursuant to the UCS and Office of the State Comptroller's guidelines on vendor responsibility, and/or the Awarded Contractor's removal from the UCS/OCA's bidders list for future solicitations.

No failure by UCS to insist upon the strict performance of any covenant, term, or condition of the Contract, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial performance during the continuance of any such breach, shall constitute a waiver of any such breach or such covenant, term, or condition. No covenant, term, or condition of the Contract to be performed or complied with by Awarded Contractor, and no breach thereof, shall be waived, altered, or modified except by a written instrument executed by UCS. No waiver of any breach shall affect or alter the Contract but each and every covenant, term, and condition of the Contract shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

D. FOR FINDINGS RELATED TO VENDOR RESPONSIBILITY

UCS may, in its sole discretion, terminate the Contract immediately if it finds at any time during the term of the Contract that the Awarded Contractor is non-responsible or that any information provided in the Vendor Responsibility Questionnaire submitted with Awarded Contractor's bid was materially false or incomplete, or if the Awarded Contractor fails to timely or truthfully comply with UCS's request to update its Vendor Responsibility Questionnaire.

E. FOR SUSPENSION OR DELISTING OF CONTRACTOR'S SECURITIES

If the Awarded Contractor's securities are suspended or delisted by the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, as applicable, if the Awarded Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a

receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, UCS may, in its sole discretion, terminate the Contract immediately or exercise such other remedies as shall be available under the Contract, at law, or in equity.

Unified Court System Self-Insurance

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

Work for Hire

If Awarded Contractor(s) produces any materials for UCS pursuant to this RFP, such work shall be deemed a “work for hire” and shall be governed by the terms of Exhibit 6 (Appendix B: Terms and Conditions Applicable to Materials Produced Under the Agreement).

EXHIBIT 1

DOCUMENT ENCLOSURE CHECKLIST

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

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

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

- _____ Proposal Cover Sheet (Exhibit 2)
- _____ Vendor Assurance and Conflict-of-Interest Disclosure (Exhibit 3)
- _____ Narrative Description – Organizational Capacity (Article VIII (a))
- _____ Narrative Description – Proposed Service Delivery (Article VIII (b))
- _____ Project staff resumes (Article VIII (d))
- _____ Line-Item Budget Proposal/Budget Narrative (Article VIII (e) and Article VIII (f))
- _____ Proof that the organization currently owns, leases, or otherwise controls the physical office space in the county being applied for. Acceptable proof may include:
 - Deed of ownership;
 - Executed lease agreement; or
 - Other legally binding documentation demonstrating control of the space
- _____ Certificates of NYS Workers' Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. (See Exhibit 4 "Insurance Requirements" for a list of accepted forms).
- _____ Copies of applicant's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications (See Exhibit 4 "Insurance Requirements" for a list of accepted forms).
- _____ IRS Determination Letter demonstrating tax-exempt status under Section 501(c)(3)
- _____ Attachment I - Standard Request for Bid Clauses & Forms
- p.3 - Non-Collusive Bidding Certificate
- p.4 - Corporate Acknowledgment
- N/A Attachment II – Not Applicable

_____ Attachment III – Vendor Responsibility Questionnaire

☐ questionnaire filed online via Office of State Comptroller VendRep System and certified within 6 months of the bid opening date, or

☐ paper questionnaire

_____ Attachment IV – Procurement Lobbying forms

☐ Disclosure of Prior Non-Responsibility Determination (UCS 420)

☐ Affirmation of Understanding and Agreement (UCS 421)

EXHIBIT 2**PROPOSAL COVER SHEET****County/Counties applying for:** _____

Legal Name of Applicant	
Executive Director/CEO	
Address	
Phone	
Fax	
Email	
Website Address (not required)	
Federal Tax Identification No. (TIN)	
Amount of Funding Requested	
New York State Charities Registration Number (unless exemption claimed)	
Years in Operation	

Vendor's Primary Contact for Proposal Matters:

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

Verification:

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

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

EXHIBIT 3

VENDOR ASSURANCE AND CONFLICT-OF-INTEREST DISCLOSURE

TO BE COMPLETED ON OFFEROR'S LETTERHEAD

Date

Jillian Halse
Court Analyst
NYS OCA Division of Grants, Contracts & Procurement
2500 Pond View, Suite 104
Castleton-on-Hudson, NY 12033

Dear Ms. Halse:

Re: RFP #OCA-DGCP-071 Judiciary Civil Legal Services, Legal Empowerment

Vendor Assurance and Conflict of Interest Disclosure

[INSERT OFFEROR NAME] hereby submits this firm and binding offer to the New York State Unified Court System, the judicial branch of the State of New York, in response to Request for Proposals (RFP) #OCA-DGCP-071 (Judiciary Civil Legal Services, Legal Empowerment). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP.

[INSERT OFFEROR NAME]'s complete offer is set forth in one bound assembled volume.

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

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

1. Furthermore [INSERT OFFEROR NAME] hereby attests that it will not act in any manner that is detrimental to any State project on which the Offeror is rendering services. Specifically, Offeror attests that the fulfillment of obligations by the Offeror, as stated in the Proposal, does not violate any existing contracts or agreements between the Offeror and the State;
2. The fulfillment of obligations by the Offeror, as stated in the Proposal, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the

Offeror has with regard to any existing contracts or agreements between the Offeror and the State;

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

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

and capacity of the undersigned individual is affirmed by the enclosed Resolution of the Corporate Board of Directors of [INSERT OFFEROR NAME].

Signature

[INSERT OFFEROR SIGNATORY NAME]

[INSERT TITLE]

[INSERT OFFEROR COMPANY NAME]

EXHIBIT 4

INSURANCE REQUIREMENTS

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

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

Proof of Workers' Compensation Coverage

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

Proof of Disability Benefits Coverage

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

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

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

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

NYS Unified Court System
Office of Court Administration
Division of Grants, Contracts & Procurement
2500 Pond View, Suite 104
Castleton-on-Hudson, New York 12033

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

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

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

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

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

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

renewal of coverage. Such insurance shall cover the premises owned or rented by the vendor in an amount not less than the full insurable value (replacement value) of the real property unless otherwise approved in writing by UCS.

4. Professional liability insurance in the amount of \$1,000,000 per claim (\$3 million aggregate) for all of applicant's professional employees that will perform with grant funding. Proof of applicant's professional liability insurance coverage must be submitted with the grant application. Organizations awarded funding will be required to contractually agree to obtain tail coverage for a minimum of two years in the event that the organization's professional liability coverage policy is terminated and either: (i) there is no replacement policy; or (ii) the replacement policy does not cover claims made against the organization based on events that occurred prior to the effective date of the new policy.

EXHIBIT 5**Maximum Available Funding by County**

Service Area	Estimated Available Funds (not to exceed), 12-month period
Bronx County	\$600,000.00
Erie County	\$600,000.00
Kings County	\$600,000.00
Monroe County	\$600,000.00
Nassau County	\$600,000.00
New York County	\$600,000.00
Onondaga County	\$600,000.00
Queens County	\$600,000.00
Suffolk County	\$600,000.00
Westchester County	\$600,000.00