

STATE OF NEW YORK

JUDICIARY

REQUEST FOR BID

(This is not an order)

**BID MUST BE MADE ON THIS SHEET
OR AS OTHERWISE SPECIFIED****Bid Number:** RFP# OCA-DGCP-076**Commodity Group:** OCA Human Resources, Exam
Development Unit**Commodity Name:** Comprehensive Item Banking Software
Solution, Human Resources**Issue Date:** Monday, 6/15/2026**Due Date:** Friday, 7/31/2026**Time:** 2:00pm Eastern

NYS OFFICE OF COURT ADMINISTRATION

2500 Pond View, Suite 104

Castleton-on-Hudson, NY 12033

Direct Inquiries to: Alina Zielinski

E-mail: AZielins@nycourts.gov

Price to include delivery to (describe exact location and method of
delivery) All prices to be net and inclusive of all services
specified herein unless otherwise specified.

OFFICE OF GENERAL SERVICES AGENERAL SPECIFICATIONS (APRIL 2016) ARE FULLY INCORPORATED HEREIN.

Agency's Specification of item(s) Required (include quantities)

UCS ATTACHMENT I, III, and IV ATTACHED & INCORPORATED HEREIN.

Bidder's Quotation and Specific Description of Item Offered

**ALL BID RESPONSES MUST BE ENTERED ON THE ENCLOSED BID RESPONSE FORM UNLESS SPECIFIED
OTHERWISE HEREIN.****NOTICE TO BIDDERS**Pursuant to the Rules and Regulations of the Chief Administrator for the
Courts, sealed bids for furnishing the item(s) in this Request for Bid will
be received at the above address. When submitting a bid, you must:

1. Complete this form in its entirety using ink or typewriter and return
with all other documents.
2. Explain any deviations or qualifications if your bid deviates from the
specifications. If necessary, attach a separate sheet setting forth such
explanations.

3. Sign the bid. The bid must be completed in the name of the bidder
(corporate or other) and must be fully and properly executed by an
authorized person.4. INDICATE THE BID NUMBER, THE BID OPENING DATE AND
TIME ON THE ENVELOPE CONTAINING THE SEALED BID.5. Mail the bid to the above agency address in sufficient time for it to be
received before the specified bid opening. **LATE BIDS MAY BE
REJECTED.**BIDDER HEREBY CERTIFIES THAT THE ABOVE QUOTED (OR OTHERWISE NOTED) PRICES ARE APPLICABLE TO ALL CUSTOMERS FOR
COMPARABLE QUANTITIES, QUALITY, STYLES OR SERVICES.**BIDS MUST BE SIGNED**

Bidder's Firm Name:		Employer's Federal Identification Number:	
		NYS Vendor ID Number:	
Address Street	City	State	Zip
Bidder's Signature		Official Title	
Printed or Typed Copy of Signature		Area Code/Telephone Number Email	

UCS RFB.001.Cover.(Rev.4.22)

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DOCUMENT ENCLOSURE CHECKLIST

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* Attachments are available for download from the Unified Court System's Current Solicitation webpage: <https://www.nycourts.gov/grants-contracts-procurement/current-solicitations>

Exhibits

Exhibit A:	Pricing Sheet
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BIDDER'S RESPONSE DOCUMENT ENCLOSURE CHECKLIST

The following forms must be fully executed and included in Bidder's proposal. *Failure to do so may disqualify Bidder's response.* Please supply the below documents in the order presented in this Document Enclosure Checklist.

- ☐ Exhibit A – Pricing Sheet
- ☐ Signed Document Enclosure Checklist
- ☐ UCS Request for Bid/Proposal Form (UCS RFB.001.Cover.(Rev.4.22)) and complete bid response with original signature
- ☐ Exhibit D– Data Security Questionnaire and Attestation for All Bidders
- ☐ Exhibit F – Bidder Certification to Meeting Minimum Qualifications and Mandatory Requirements
- ☐ Exhibit G – Vendor Assurance and Conflict-of-Interest Disclosure Template
- ☐ Exhibit G – Vendor Assurance and Conflict-of-Interest Disclosure Template - Resolution or equivalent authorization of the bidder organization
- ☐ Exhibit H – References
- ☐ Attachment I - Standard Request for Bid Clauses & Forms
 - ☐ p.3 - Non-Collusive Bidding Certificate
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- ☒ 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 due date, or
 - ☐ Paper questionnaire
- ☐ Attachment IV - Procurement Lobbying forms
 - ☐ Disclosure of Prior Non-Responsibility Determination (UCS 420)
 - ☐ Affirmation of Understanding and Agreement (UCS 421)
- ☐ Certificates of NYS Workers' Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption.
Please see paragraph "Insurance Requirements" in Article XI (Contract Terms and Requirements) for a list of accepted forms.
- ☐ One of the following: (i) copies of Bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications; or (ii) correspondence affirming that Bidder will supply such certificate(s) or proof upon notification of award and no later than five (5) business days prior to commencement of the contract resulting from this RFP
- ☐ Proprietary information in separate folder from bid response, if applicable

DOCUMENT ENCLOSURE CHECKLIST (continued)

In addition, Bidder shall provide:

- ☐ Responses to the Narrative Description provisions set forth in Article VI, Required Response Documents
- ☐ Documentation of such prior engagement(s), including the name of the institution(s), the scope of the item banking or assessment management solution delivered, the approximate number of end users supported, and confirmation that the system has been successfully implemented (see Article IV, Minimum Qualifications and Mandatory Requirements)
- ☐ Resumes for all staff who will provide Project Services. For those positions currently vacant, submit detailed job descriptions.
- ☐ Copies of the Bidder's audit reports or certified financial statements for the last three (3) years, or a statement as to why no reports or statements are available.

IMPORTANT:

1. All documents requiring an original signature must bear the BLUE INK signature of the same authorized individual. Signatory notarization must be that of the person whose signature is affixed to all required documents.
2. Exhibit A/Pricing Sheet and the other forms listed above must all have the SAME COMPANY NAME AND TAX ID NUMBER in order for a purchase order or contract to be approved by the NYS Comptroller.
3. **Do not alter this solicitation in any manner. Any changes, deletions, or additions (including the addition of supplemental terms and conditions) to this RFP or to any exhibits or appendices to this RFP, including Exhibit A / Pricing Sheet, may result in the rejection of the bid as non-responsive.**
4. Please note that the terms and conditions of this RFP will form the basis of the contract with the Awarded Contractor (defined below).
5. **Bidder Contact Information**

Bidder's Primary Contact for Bid Matters:

Name:
Street:
City:
State:
Zip:
Telephone Number:
Email:

6. Verification:

Authorized representative of Bidder must complete and sign below to verify submission of all documents required per the Document Enclosure Checklist:
COMPANY NAME:
AUTHORIZED OFFICER'S NAME AND TITLE:
SIGNATURE: DATE:

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 efficient resolution of matters before the courts. In support of this 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 Office of Court Administration (“OCA”) Division of Human Resources provides centralized personnel support services for the UCS, including recruitment, examinations, classification and compensation, benefits administration, training, career development, workforce planning, and equal employment opportunity initiatives. As part of these responsibilities, the Division of Human Resources Exam Development Group develops and administers a variety of employment examinations and assessment instruments used to support hiring and promotional processes across the UCS statewide. To support these critical functions, UCS seeks to enhance its examination development capabilities through the implementation of a comprehensive item banking software solution. For purposes of this RFP, ‘item banking’ refers to the creation, storage, management, organization, and long-term maintenance of assessment items (e.g., test questions, prompts, scoring guides, metadata, and associated assets) within a secure, searchable repository used to develop examinations.

II. PROJECT INFORMATION

The OCA’s Division of Grants, Contracts and Procurement (“DGCP”) is soliciting sealed proposals via this Request for Proposals (“RFP”) on behalf of the Division of Human Resources Exam Development Group (“HR”) for the purpose of seeking a qualified vendor to provide a comprehensive item banking software solution. The desired system will provide a secure, centralized, and scalable platform for the creation, review, storage, organization, and management of employment examination content used in UCS hiring and promotional testing processes. The solution is intended to support the full lifecycle of examination development activities, including collaborative item development, workflow management, test assembly, version control, reporting, and related administrative functions.

The UCS requires a commercially available, cloud-hosted solution that incorporates robust security controls and role-based access functionality to protect confidential examination materials and sensitive data. The system should offer a high degree of operational efficiency, support standardized examination development practices, enhance collaboration among authorized users, and provide flexibility to accommodate the evolving needs of the UCS.

The selected vendor will be expected to provide implementation services, system configuration, user training, ongoing technical support, software maintenance, and related professional services necessary to ensure successful deployment and continued operation of the product.

**** See EXHIBIT B BELOW, SCOPE OF WORK, for detailed specifications ****

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

<u>Event</u>	<u>Date</u>
Bid Issue Date.....	Monday, June 15, 2026
Question Due Date.....	Wednesday, July 8, 2026 at 2:00pm Eastern
Proposal Submission Deadline Date.....	Friday, July 31, 2026 at 2:00pm Eastern
Selection of Finalists.....	Upon completion of scoring
Video Demonstration by Finalists.....	Seven (7) business days after finalists are notified
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

A. Term of Award

A single contract (“Contract”) will be awarded to the successful Bidder (“Awarded Contractor”) for an initial term of five (5) years (“Initial Term”). The Contract is expected to commence on or about October 1, 2026, and terminate on or about September 30, 2031 (“Contract Term”).

The Contract is subject to the approval of the NYS Attorney General and the Office of the State Comptroller.

B. Method of Award

A single award will be made pursuant to this RFP. The selected awardee must:

- Meet the minimum qualifications and mandatory requirements outlined in Article IV below and certified to UCS;
- Be a Responsible Bidder as determined in accordance with the criteria in Article X (General Bid Requirements); and

- Receive the highest average composite (technical + cost) score in excess of the minimum score as determined by the selection criteria and scoring methodology set forth herein.

Proposals will be reviewed and rated by an evaluation committee made up of qualified UCS staff.

Proposals will be subjected to four phases of review/scoring:

Phase One. Proposals will first be reviewed for completeness and compliance with minimum qualifications and mandatory requirements.

Phase Two. Those that pass Phase One will be evaluated for technical merit and receive a preliminary technical criteria score, excluding pricing, product demonstration, and references. A minimum preliminary technical criteria score of 95 points or higher, is required for bidders to be eligible for Phase Three.

Phase Three. Bidders who achieve the minimum preliminary technical score in Phase Two will be invited to deliver a product demonstration and an oral presentation. Demonstrations will be scored by the evaluation committee and incorporated into the Bidder's final technical score. The demonstration score will add to the preliminary technical criteria score from Phase Two; together with the preliminary technical criteria, the demonstration constitutes part of the final technical criteria score. Bidders who fail to achieve the minimum final technical criteria score will not advance to Phase Four.

Phase Four. Cost scores will be assigned to proposals with qualifying technical scores and combined to form a composite score. UCS may then recommend an award or request best and final offers ("BAFOs"), after which final cost and technical scores will be recombined to determine the final awardee ("Finalist Bidders"). Before a final award is offered, UCS will determine whether the apparently successful Bidder is a "Responsible Bidder" as that term is hereinafter defined.

Best and Final Offers (BAFOs)

UCS may request BAFOs on price from the Finalist Bidders. If negotiations or subsequent offers are solicited, Finalist Bidders shall provide BAFO(s) in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Finalist Bidder from further consideration. UCS will score BAFO(s) among Finalist Bidders in accordance with the cost evaluation methodology in section 2, below (Scoring for Cost). The BAFO cost score will be combined with the final technical score of each Finalist Bidder to determine final composite scores.

In the event of a tie final average composite score, the Bidder with the higher cost score will prevail. When price and other factors are found to be substantially equivalent, UCS will select the winning Bidder in its sole discretion.

Proposals will be scored as follows:

Technical Criteria	Maximum Points
Organizational Capacity and Experience	19
Technical Proficiency and Proposed Services	48
Implementation, Testing, Training, and Deployment	25
Post-Launch Stabilization, Support, and Maintenance	20
Project Timeline	10
Additional Requirements	15
<i>Total Preliminary Technical Criteria Points Available</i>	137
Product Demonstration	23
<i>Total Final Technical Criteria Points Available</i>	160
Cost	35
<i>Total Cost Points Available</i>	35
TOTAL COMPOSITE POINTS AVAILABLE	195

1. Scoring for Technical Criteria (Maximum of 137 points available)

Each Bidder's preliminary technical criteria score will be determined by calculating the average of the evaluators' technical criteria scores for that proposal.

For example: Bidder A's proposal receives the following individual technical criteria scores by evaluator: Evaluator 1 gives 101 points. Evaluator 2 gives 123 points. Evaluator 3 gives 110 points. Bidder A's preliminary technical criteria score is 111 points (the sum of (101 + 123 + 110) divided by 3, rounded).

As indicated in the table above, there are seven categories of technical criteria: (1) Organizational Capacity and Experience; (2) Technical Proficiency and Proposed Services; (3) Implementation, Testing, Training, and Deployment; (4) Post-Launch Stabilization, Support, and Maintenance; (5) Project Timeline; and (6) Additional Requirements.

Bidders invited to Phase Three (Product Demonstration) will be required to deliver a live product demonstration showing how their proposed system supports key functions, including item authoring, workflow configuration, test assembly, reporting, and security features. Demonstrations must present the actual system and will be scored as part of the final technical criteria.

Specific guidance about how those demonstrations will be scored will be provided to Bidders once they are invited to provide a demonstration.

Note: A minimum final technical criteria score of 110 points (average of all evaluators) is required for an award to be made.

2. Scoring for Cost (Maximum of 35 points available)

Proposals will be scored for cost based on information supplied in Bidder's Exhibit A/ Pricing Sheet.

The proposal with the lowest **Total Projected Cost** as shown in Exhibit A/Pricing Sheet will receive **thirty-five (35) cost points** in the category titled *Cost*.

All other proposals will receive a proportionally lower score based on the following formula:

$$\text{Lowest cost proposal} \div \text{Higher cost proposal} \times 35$$

For example: Assuming the lowest Total Projected Cost proposed is \$100 and the next lowest Total Projected Cost proposed is \$125, the proposal with the \$100 Total Projected Cost would be awarded 35 points, and the proposal with the \$125 Total Projected Cost would be awarded 28 points based on the following computation:

$$100 \div 125 = 0.8 \times 35 = 28 \text{ points}$$

The result of this equation will be rounded up or down to the nearest whole integer.

3. Scoring for Product Demonstration (Maximum of 23 points available)

The Product Demonstration score will be added to the Bidder's narrative Technical Criteria score from Phase Two to determine the Bidder's final Technical Score.

IV. MINIMUM QUALIFICATIONS AND MANDATORY REQUIREMENTS

A. Minimum Qualifications

1. **Organizational Experience:** The Bidder must have at least three (3) years of demonstrated experience in providing item banking, assessment management, or similar large-scale content management systems to educational institutions, government agencies, certification/licensure bodies, or other public or private organizations that manage large-scale assessments.
2. **Relevant Project Experience:** The Bidder must have completed at least two (2) implementations of item banking or assessment-related software with comparable

scope, including: item authoring, workflow management, metadata tagging, psychometric/statistical functionality, and test assembly.

3. Financial Stability: The Bidder must demonstrate financial stability and organizational viability through acceptable financial documentation (e.g., audited financial statements, certification of solvency, or other acceptable evidence).

B. Mandatory Requirements

1. The proposed solution must support cloud-based (SaaS) and/or on-premises deployment models, scale to support large volumes of users, items, and concurrent activities without degradation in performance.
2. The proposed solution, including all hosting, storage, and transmission of UCS data, must meet Federal Risk and Authorization Management Program (FedRAMP®) Moderate or High Impact Level Security Controls Baseline and operate in a U.S. GovCloud or equivalent environment that ensures data sovereignty within the continental United States (“CONUS”). CONUS includes the 48 contiguous states and the District of Columbia.
3. Support Capacity: The Bidder must have an established technical support structure capable of providing multi-year system maintenance, user support, and regular updates.
4. The Bidder must offer an existing, production-ready item banking software solution. The development of new software or major functional components after award is not allowable. Only currently implemented and operational systems will be accepted.

V. PRICING

All pricing submitted pursuant to the solicitation shall be net f.o.b. destination unless otherwise expressly specified herein.

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

Pricing shall be submitted only on, and in the format prescribed by, Exhibit A/Pricing Sheet. Bidder must provide pricing as requested in Exhibit A/Pricing Sheet.

Pricing will remain unchanged during the Initial Term.

A. Payment

Awarded Contractor shall send true and accurate invoices (see Exhibit B, Scope of Work).

Payment shall be made quarterly in arrears and shall be made upon submission by Awarded Contractor and approval by UCS of invoices satisfactory to UCS and OSC.

Payment for goods delivered/services performed under the awarded contract shall be conditioned upon the acceptance and approval of such items/services, such that it is sufficiently complete in accordance with the RFP specification, so that UCS can utilize the goods/services for its intended purpose.

VI. BID RESPONSE 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.

Bidders must submit every document listed in Sections A through K, below. Failure to provide all documents in the manner required – including the number of requested copies - may result in disqualification of a bid response. Any changes, deletions, or additions (including the addition of supplemental terms and conditions) to this RFP or to any exhibits or appendices to this RFP, including Exhibit A / Pricing Sheet, may result in the rejection of the bid as non-responsive.

Required Proposal Documents

A. Exhibit A (Pricing Sheet)

Exhibit A/Pricing Sheet must be completed in full, fully executed, and included in bidder's proposal. Failure to do so may disqualify bidder's response.

Information about the bidder's pricing, including the total projected cost, shall be set forth **EXCLUSIVELY** in Exhibit A. Inclusion of bidder's pricing or other cost information in any document other than Exhibit A may disqualify bidder's proposal.

1. Section 1, Software Licensing/Subscription Fees: The Bidder shall provide all applicable licensing or subscription fees required for use of the proposed item banking software solution. Pricing must reflect a fully-loaded cost including all modules, features, user access levels, storage, hosting, and security requirements as described in the RFP.
2. Section 2, One-Time Implementation Services: The Bidder shall provide detailed, itemized pricing for all implementation services required to deliver a fully operational solution, including configuration, import of existing item data, UAT support, and deployment.

3. Section 3, Annual Support, Maintenance, and Updates: Support and maintenance pricing must cover help desk availability, Service Level Agreements (“SLAs”), bug fixes and patches, version upgrades, scheduled maintenance, feature updates/enhancements.

B. Narrative Description: Organizational Capacity and Experience

1. Organizational Overview: Describe your organization’s structure, mission, and history. Explain how your core business aligns with the delivery and long-term support of item banking or assessment management software solutions. Indicate the number of years the organization has been providing item banking, assessment management, or similar large scale content management systems to educational institutions, government agencies, certification/licensure bodies or other public or private organizations that manage large-scale assessments.
2. Personnel Qualifications: Identify the key personnel who will be assigned to this project. For each role, describe relevant experience with assessment development, item bank administration, psychometrics, software implementation, security, or support. 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).
3. Financial and Organizational Stability: Provide evidence of financial stability and organizational capacity to support multi-year system implementation and maintenance. Include information on corporate longevity, annual revenue ranges, and any relevant financial certifications. Examples of evidence include but are not limited to audited financial statements, certifications of solvency, documentation of internal financial controls, documented policies and procedures, etc.
4. Security, Privacy, and Compliance Competency: Describe your organization’s approach to data security, privacy, and regulatory compliance. Include your adherence to standards such as SOC 2, ISO/IEC 27001, and WCAG. Explain your processes related to encryption, access control, incident response, auditing, data retention, backups, and system monitoring.
5. Technical and Operational Capacity: Describe your organization’s technical and operational capacity (e.g., hosting environment (on-premises, SaaS, or both), scalability, uptime performance, and infrastructure support model).
6. Relevant Experience and Expertise: Provide descriptions of three comparable implementations involving item banking, assessment development, or psychometric software delivered to government agencies, educational institutions, or certification/licensure bodies. Include project scope and outcomes.

7. Project Management and Delivery Approach: Describe your project management methodology. Explain how you will manage schedules, risks, communication, status reporting, and milestone tracking throughout implementation.

C. Narrative Description: Technical Proficiency and Proposed Services

** All major technical elements that might drive cost (modules, licensing, hosting, integrations, analytics, item authoring features, workflow engine, etc.) are reflected in the following sections of Exhibit A (Pricing Sheet): Section 1 (Licensing/Subscription), and Section 2 (Maintenance)*

8. Comprehensive Solution Description: Provide a detailed overview of your proposed item banking software solution. Explain how it meets the functional, technical, security, and accessibility requirements defined in this RFP.
9. Item Authoring and Editing Capabilities: Describe how your system supports the creation and editing of diverse item types, including multimedia and technology-enhanced items. Explain your rich-text editor, equation support, accessibility features, metadata tagging, version control, and collaboration tools (e.g., comments, revision history).
10. Workflow Configuration and Role Management: Explain how configurable workflows are created, managed, and used across item development stages. Describe role-based access controls, permission structures, and workflow auditing capabilities.
11. Item Bank Management Tools: Describe your system's capabilities for storing, organizing, archiving, and retrieving item content. Include search functionality, metadata filtering, version management, archiving rules, and support for bulk operations.
12. Test Assembly and Form Generation: Describe your manual and automated test assembly tools. Explain your support for test blueprinting, constraint enforcement, statistical targets, randomization, multi-form generation, and export capabilities. For example, Question and Test Interoperability ("QTI"), Extensible Markup Language ("XML"),
13. Reporting and Analytics: Describe your item-level, test-level, and program-level reporting tools. Include item analysis features, psychometric indicators, dashboards, export formats, item response theory ("IRT") support, and integration with external analysis tools.
14. Integration and Interoperability: Explain how your solution integrates with external systems through Application Programming Interfaces ("APIs"). Describe your support for QTI and other standard formats, bulk import/export processes, and data validation mechanisms.

15. Security and Compliance Functionality: Describe the security controls built into the system, including authentication, multi-factor authentication (“MFA”), single sign-on (“SSO”), password policies, session controls, audit logs, encryption, backups, redundancy, and compliance certifications.

D. Narrative Description: Implementation, Testing, Training, and Deployment

**Everything in this section is reflected in the following sections of Exhibit A (Pricing Sheet): Section 2 (One-Time Implementation Services).*

16. Implementation Plan: Provide a detailed description of your proposed implementation approach, including configuration, customization, workflow setup, environment provisioning, and project milestones.
17. Data Import Approach: Describe your approach for bulk import of item data using standard file formats such as Excel or CSV. Include validation processes that ensure accuracy and completeness.
18. Integration Support: Describe your approach to configuring and validating integrations with existing UCS systems or any external test delivery platforms.
19. Testing and User Acceptance Testing (“UAT”) Support: Explain your testing methodology, including system testing, UAT planning support, issue resolution, and pre-deployment validation.
20. Training and Knowledge Transfer: Describe your training approach for administrators, psychometric staff, item writers, and end users. Include training formats, documentation provided, and ongoing training resources.
21. Deployment and Transition to Operations: Describe your deployment process, go-live support, stabilization period, and transition plan for ongoing operations.

E. Narrative Description: Post-Launch Stabilization, Support, and Maintenance

**Everything in this section is reflected in the following sections of Exhibit A (Pricing Sheet): Section 3 (Support/Maintenance).*

22. Post-Deployment Stabilization: Describe your approach to post-go-live stabilization, including response procedures, issue tracking, escalation paths, and stabilization SLAs.
23. Ongoing Technical Support: Provide a detailed description of your support model, including help desk availability, incident management processes, service levels, maintenance windows, update schedules, and release management.

24. Product Enhancements and Roadmap: Describe how system improvements, patches, new features, and security updates are delivered. Include information about your long-term product roadmap and customer feedback process.

F. Narrative Description: Project Timeline

25. Proposed Project Schedule: Provide a proposed project timeline addressing all phases described in the RFP (planning, configuration, import of existing item data, integration, UAT, deployment, stabilization). Include key milestones, deliverables, roles, and estimated durations. Specifically, include details about the following phases:

- Project planning, stakeholder alignment, and requirements confirmation
- System setup, workflow configuration, and customization
- Conduct bulk import of item data using standard file formats such as Excel or CSV, validating for accuracy and completeness
- System testing, UAT, and issue resolution
- Deployment to production environment and transition to operational use
- Stabilization period and ongoing support

G. Narrative Description: Additional Requirements

26. Acceptance Criteria Alignment: Explain how your proposed solution will meet all acceptance criteria, including UAT completion, security benchmarks, performance requirements, integration functionality, and documentation readiness.

27. Dependencies and Requirements: Identify any dependencies, or requirements for UCS resources that could impact project delivery.

H. Bidder Contact Information

Bidder shall designate, where specified in the Document Enclosure Checklist, a person as primary contact for all questions UCS may have regarding bidder's bid response.

I. Financial Stability

Copies of the Bidder's audit reports or certified financial statements for the last three (3) years, or a statement as to why no reports or statements are available.

J. References

Each bidder must submit three (3) references, other than UCS, for whom the bidder has provided similar services at any time during the past three (3) years. The bidder must supply such information using the template in Exhibit H.

K. NYS Bid Forms

i. Attachment I - Standard Request for Bid Clauses & Forms and Attachment IV- Procurement Lobbying Law required forms

In addition to such other specifications and criteria as are presented herein, the NYS Unified Court System Attachment I - Standard Request for Bid Clauses & Forms, and Attachment IV - Disclosure of Prior Non-Responsibility Determination (UCS 420) and Affirmation of Understanding and Agreement (UCS 421) pursuant to the Procurement Lobbying Act, which must be downloaded or printed from the UCS Contract & Procurement website under “Addenda” for the appropriate solicitation, are incorporated and made a part of this RFP.

ii. Attachment III - Vendor Responsibility Questionnaire

The NYS Unified Court System (“UCS”) is required to conduct a review of a prospective vendor to provide reasonable assurances that the vendor is responsible. The required Vendor Responsibility Questionnaire is designed to provide information to assist UCS in assessing a vendor’s responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each prospective vendor’s legal authority to do business in New York State, business integrity, financial and organizational resources, and performance history (including references).

The UCS recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. However, vendors may choose to complete a paper questionnaire and submit it with their Proposal.

Online Questionnaire: To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system> or go directly to the VendRep System online at <https://onlineservices.osc.state.ny.us/Enrollment/login?1>. Vendors must provide their New York State Vendor Identification Number when enrolling (see paragraph headed New York State Vendor File Registration’ for instructions on obtaining a Vendor Identification Number). For VendRep System assistance, contact the Office of the State Comptroller’s Help Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us.

Bidders who file the Vendor Responsibility Questionnaire online via the OSC VendRep System are requested to checkmark the appropriate box on the Document Enclosure Checklist. Please note that online submissions must be certified and dated/updated not more than six (6) months prior to the bid opening date of this RFP. Bidders’ authorized signature of the RFP form will serve as confirmation that Bidders have knowingly filed their questionnaire online if the paper questionnaire is not included with the bidder’s submission.

Paper Questionnaire: Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact the UCS or the Office of the State Comptroller’s Help Desk for a copy of the paper form.

iii. New York State Vendor File Registration

Prior to being awarded a contract pursuant to this RFP, the Bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the OSC. This is a central registry for all vendors who do business with New York State agencies and the registration must be initiated by a State agency. Following the initial registration, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to vendors for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York.

If the Bidder is already registered in the Vendor File, the vendor must enter the vendor's ten-digit Vendor ID on the first page of this RFP.

If the Bidder is not currently registered in the Vendor File, upon award of a contract the Bidder must complete the OSC Substitute W-9 Form (<https://www.osc.state.ny.us/sites/default/files/vendors/2017-11/vendor-form-ac3237s-fe.pdf>) and submit the form to UCS. **The UCS will initiate the vendor registration process** for the vendor. Once the process is initiated, vendor will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website:

https://esupplier.sfs.ny.gov/psc/fscm/SUPPLIER/ERP/c/NUI_FRAMEWORK.PT_LANDI_NGPAGE.GBL?&.

iv. Electronic Payments

Vendors not currently receiving electronic payments, and who wish to do so, should enroll in ePayment – New York State's electronic payment program for vendors. To do so, vendors need to log onto the Vendor Self-Service Portal and enter their bank account information. ePayments will ensure you are receiving payments faster and in a more secure manner. If you need assistance in accessing the Vendor Self-Service Portal, please contact the SFS Helpdesk at helpdesk@sfs.ny.gov or 1-877-737-4185.

v. Proof of Insurance

Bidder must provide together with its Proposal all documentation required pursuant to Article XI, "Insurance Requirements."

VII. BID SUBMISSION PROCEDURES

Proposals must be received by UCS by the date and time indicated as the Bid Submission Deadline Date. UCS may disqualify proposals received after the Bid Submission Deadline Date for lateness.

A. Submission of Proposals by Hand Delivery or Mail

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 and Procurement
2500 Pond View, Suite 104
Castleton-on-Hudson, New York 12033
ATTN: Alina Zielinski**

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 Alina Zielinski”
“Sealed Application - Do not open”
“RFP # OCA-DGCP-76 Comprehensive Item Banking Software Solution, Human Resources”
– Due Friday, July 31, 2026 at 2:00pm Eastern”**

B. Submission Deadline

Applications must arrive at the address above by no later than Friday, July 31, 2026, at 2:00pm Eastern. Any bid/proposal received after this deadline will be declared a late bid and may be disqualified. Notwithstanding the foregoing, a late bid may be accepted by UCS in its sole discretion if: (i) an insufficient number of timely bids/proposals meeting the requirements of this RFB are received; or (ii) the bidder has satisfactorily demonstrated to UCS that the late bid was caused solely by factors outside the control of the bidder. However, in no event shall UCS be obligated to accept a late bid, and in making such determination, UCS will consider whether accepting a late bid would materially benefit or disadvantage a particular bidder. It is recommended that Bidders allow several extra days for shipping in order to meet the deadline.

C. Amendment of Proposals

Bidders 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-076.” 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 may 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 must 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

Bidders deciding not to answer this RFP are requested to send a no-bid letter to OCA, Attn: Alina Zielinski, Assistant 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-076. No-bid letters may alternatively be sent by email to AZielins@nycourts.gov. Please indicate in “Subject” field: RFP # OCA-DGCP-076 – No-Bid.

VIII. QUESTIONS

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

Alina Zielinski
AZielins@nycourts.gov

Please indicate in “Subject” field: RFP # OCA-DGCP-076 Comprehensive Item Banking Software Solution, Human Resources Question(s)

The deadline to submit questions is July 8, 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 sections 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.

IX. PRE-BID CONFERENCE

A pre-bid conference will not be held.

X. GENERAL BID REQUIREMENTS

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

Access to Court Facilities

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

Background Checks / Onboarding

All Contractor Staff, prior to the commencement of any services, including off-site services, shall comply with all UCS onboarding and security clearance requirements, including any necessary training, for access to UCS Data or UCS Facilities. Contractor agrees that its workers performing services under this contract or who will have access to UCS Data shall be required to undergo at least the same security clearances as those required of UCS Employees. Unless otherwise approved by UCS in its sole discretion, each prospective or current worker of Contractor designated to work on this Contract with UCS shall submit identifying information to UCS and be fingerprinted. UCS will arrange for the scheduling of fingerprinting. Such fingerprints shall be submitted to the NYS Division of Criminal Justice Services for state criminal history check and, where authorized, the Federal Bureau of Investigation ("FBI") for national criminal history check. All expenses, including travel and lodging, associated with the onboarding and security clearance process including fingerprinting of Contractor staff are the responsibility of the Contractor and are not reimbursable.

UCS shall make all suitability determinations on Contractor Staff. For purposes hereof, a "suitability determination" is a determination that there are reasonable grounds to believe that an

individual will likely be able to perform the Contract requirements without undue risk to the interests of UCS. Failure of a security clearance or non-compliance with this provision will disqualify any Contractor staff from performing any Services on the Contract. If any Contractor staff are removed from providing Services under the resulting Contract, they may be subject to all onboarding and security clearance requirements if they are returned to performing Services under the Contract.

Binding Nature of Bid/Proposal on Bidders

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

Charities Registration (not-for-profit corporations only)

Not-for-profit corporation vendors must be registered with the New York State Office of the Attorney General as a charitable organization, and the registration must be up to date at the time of contract approval. Vendors must be sure all their documents are up-to-date and comply with the vendor responsibility requirements as outlined below. To determine the status of your charities registration with the Attorney General, contact: https://www.charitiesnys.com/RegistrySearch/search_charities.jsp

Clarification/Correction of Bids/Proposals

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

Estimated Quantities

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

Awarded Contractor must accept all requests for services placed by UCS during the term of an awarded contract.

Federal Requirements

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

Financial Stability

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

Implied Requirements

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

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.

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 incompleteness 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.

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.

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.

UCS’s Reserved Rights to Reject Proposals, Set Aside Awards, and Withdraw the RFP

UCS reserves the right to reject any or all proposals submitted in response to this RFP. In addition, UCS may reject any bids/proposals from any bidder:

- i. Who is in arrears to the State of New York upon any debt or performance of any contract;

- ii. Who has previously defaulted on any contractual obligations (as contracting party, surety or otherwise) or on any obligation to the State of New York;
- iii. Who has been declared not responsible or disqualified by any agency of the State of New York;
- iv. Who has any proceeding pending against it relating to the responsibility or qualification of the bidder to receive public contracts;
- v. Whose proposal is incomplete or otherwise non-responsive in any material respect;
- vi. Who is found to be non-responsible based on any of the criteria specified in the paragraph headed “Responsible Bidder”;
- vii. 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 RFP;
- viii. Who does not provide references in accordance with the RFP specifications, or whose references report significant failure to comply with specifications;
- ix. Who is otherwise, in the opinion of OCA, unable to meet specifications; or
- x. Whose conduct or proposal fails to conform to the requirements of the RFP.

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

UCS reserves the right to withdraw the RFP at any time, in UCS’s sole discretion.

Unified Court System Self-Insurance

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

Warranties and Guarantees

Contract Deliverables: Awarded Contractor warrants and represents that the services required by the RFP and the Contract shall be performed or provided in accordance with all the terms and conditions, covenants, statements, and representations contained in the Contract. Awarded Contractor’s failure to meet pre-defined service levels may result in a credit or chargeback in an amount pre-determined by the parties.

Personnel Warranty: Awarded Contractor warrants and represents that all personnel performing services under the Contract are qualified to provide services and eligible for employment in the United States and shall remain so throughout the terms of the Contract. Awarded Contractor shall provide such proof of compliance as is required by UCS.

Product Performance: Awarded Contractor hereby warrants and represents that products acquired by UCS under the Contract conform to the manufacturer's specifications, performance standards, and documentation and that the documentation fully describes the proper procedure for using the products.

Title and Ownership: Awarded Contractor warrants and represents that it has: (i) full ownership, clear title free from all liens; or (ii) the right to transfer or deliver specified license rights to any product acquired by UCS under the Contract. Awarded Contractor shall be solely liable for any costs of acquisition associated therewith. Awarded Contractor shall indemnify UCS and hold UCS harmless from any damages and liabilities, including reasonable attorneys' fees and costs, arising from any breach of Awarded Contractor's warranties as set forth herein.

Workmanship Warranty: Awarded Contractor warrants and represents that all services and deliverables shall meet the completion criteria set forth in the Contract, and that services will be provided in a professional and workmanlike manner in accordance with the highest applicable industry standards. Awarded Contractor further warrants and represents that all products, components or parts specified and furnished by and through Awarded Contractor, whether specified and furnished individually or as a system, shall be free from defects in material and workmanship and will conform to all requirements in the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one year from the date of acceptance, whichever is longer.

XI. CONTRACT TERMS AND REQUIREMENTS

Subject to Exhibit B (Scope of Work), the terms and conditions set forth below, along with those set forth in Appendix A – Standard Clauses for UCS Contracts (see Attachment I), are binding on and incorporated in the RFP, the Bidder's proposal, and the contract that results from the RFP. UCS reserves the right to negotiate and incorporate additional terms and conditions in the contract that results from the RFP.

Compliance with Laws

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

Confidentiality and Data Security

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

of this confidentiality by the Awarded Contractor or by any of its employees, servants, subcontractors, agents, or volunteers, may result in the immediate termination of any resulting agreement by UCS and may subject the Awarded Contractor to further penalties.

Contractor shall use, and require its employees and authorized agents to use, at least the same degree of care to secure and protect UCS Confidential Information that it exercises to secure and protect its own similar confidential information.

Contractor is prohibited from maintaining UCS Confidential Information provided to or generated by Contractor in a mobile or portable device. Remote access to the UCS confidential information is prohibited unless such access complies with New York State Information Technology Standard No. NYS-S14-010 as issued by the New York State Office of Information Technology Services or other similar protocols as approved by UCS in its sole discretion, including two-factor user authentication, are in place (e.g., SSL, VPN). In addition, Contractor will be required to comply with the data security and confidentiality requirements of other government agencies that supply data to UCS as well as notice of any actual or potential security breach involving the UCS Confidential Information to UCS within 24 hours and also as required by the New York State Information Security Breach and Notification Act.

Data Ownership, Migration, Accessibility, Location, Storage, Transport, Protection, and Destruction

Data Ownership: All UCS data (which includes all records, materials, or other information provided to the Awarded Contractor in connection with the Contract) is owned exclusively by UCS and will remain the property of UCS. Awarded Contractor is permitted to use data solely for the purposes set forth in the RFP and the Contract, and for no other purpose. At no time shall Awarded Contractor access, use, or disclose any UCS Confidential Information (including personal, financial, health, or criminal history record information or other sensitive criminal justice information) for any other purpose. The Awarded Contractor is strictly prohibited from releasing or using data or information for any purposes other than those purposes specifically authorized by UCS. Awarded Contractor agrees that UCS data shall not be distributed, used, repurposed, transmitted, exchanged, or shared across other applications, environments, or business units of the Awarded Contractor or otherwise passed to other contractors, agents, subcontractors, or any other interested parties, except as expressly and specifically agreed to in writing by UCS.

Migration: Awarded Contractor's services performed under the Contract must ensure easy migration of UCS's data, including UCS's Confidential Information, by providing its solution in a manner designed to do so. This may include Awarded Contractor keeping UCS data separate from processes of the software itself and maintaining that information in a format that allows UCS to easily transfer it to an alternative application platform. Awarded Contractor shall make its Application Programming Interfaces ("APIs") available to UCS.

Data Storage, Access and Location: Awarded Contractor must ensure that all UCS data related to this Contract is stored within the continental United States ("CONUS"), in a controlled access environment to ensure data security and integrity. All access to UCS data, physical or virtual, must

be conducted within CONUS and have adequate security systems in place to protect against the unauthorized access to the facilities and data stored therein. Adequate security systems in this context generally means that the Awarded Contractor is in compliance with either SOC 2 Type II or ISO 27001 (or higher) security standards. The Awarded Contractor must be able to demonstrate the adequacy of its security systems upon UCS's request. Awarded Contractor shall not send or permit to be sent to any location outside of the CONUS, any UCS data related to the Contract. Awarded Contractor will provide UCS with a list of the physical locations where UCS data is stored at any given time and will update that list if the physical location changes. Access into and within the facilities must be restricted through an access control system that requires positive identification as well as maintains a log of all accesses (e.g., date and time of the event, type of event, user identity, component of the information system, outcome of the event). Awarded Contractor shall have a formal procedure in place for granting computer system access to the data and to track access. Access for projects outside of those approved by UCS are prohibited.

Data Protection and Transmission: Awarded Contractor shall use appropriate means to preserve and protect UCS data. This includes, but is not limited to, use of stable storage media, regular data backups and archiving, password protection of volumes, and data encryption. All UCS data in transit and at rest will be encrypted. At a minimum, cryptographic modules used for data transmission between UCS and Awarded Contractor must be validated to FIPS 140-2 or 140-3 for the protection of sensitive information (<http://csrc.nist.gov/groups/STM/cmvp/index.html>).

Data Return and Destruction: At the expiration or termination of the Contract, at UCS's option, Awarded Contractor must provide UCS with a copy of UCS data, including metadata and attachments, in a mutually agreed upon, commercially standard format and give UCS continued access to UCS data for no less than ninety (90) days beyond the expiration or termination of the Contract. Thereafter, except for data required to be maintained by law or the Contract, Awarded Contractor shall destroy UCS data from its systems and wipe all its data storage devices to eliminate any and all UCS data from Awarded Contractor's systems. The sanitization process must be in compliance with New York State Security Policy NYS-S13-003 (<https://www.its.ny.gov/document/sanitizationsecure-disposal-standard>), and, where required, sanitization and disposal standards provided in the Health Insurance Portability and Accountability Act (HIPAA). If immediate purging of all data storage components is not possible, Awarded Contractor will certify that any data remaining in any storage component will be safeguarded to prevent unauthorized disclosures. Awarded Contractor must then certify to UCS, in writing, that it has complied with the provisions of this paragraph. UCS may withhold payment to Awarded Contractor if UCS data is not released to UCS in accordance with the preceding sections.

If the requirements set forth in the RFP and/or Contract are not the same as the policies of the NYS Office of Information Technology Services ("ITS"), then the more restrictive requirement applies.

Awarded Contractor shall be strictly prohibited from using UCS data in any fashion other than that defined herein or authorized in writing by UCS.

For additional requirements and discussion of information security terms and conditions, **see Exhibit C (Additional Information Security Terms and Conditions)**.

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. 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 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 contractor is an employee of the UCS, OCA or State of New York. The Awarded Contractor shall be solely responsible for the work, assignment, compensation, benefits, and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants corporations, or other organizations employed or engaged by the Awarded Contractor, either directly or indirectly, in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions, liabilities, obligations or taxes of any nature including, but not limited to, unemployment and Workers' Compensation insurance of the Awarded Contractor or any of its employees or subcontractors.

Insurance Requirements

Awarded Contractors shall be required to maintain the following insurance coverage during the term of the Contract at its own cost and expense:

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

Proof of Workers' Compensation Coverage

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

Proof of Disability Benefits Coverage

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

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

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

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

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

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

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

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

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

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

3. Commercial or other Property Insurance (hazard and casualty) coverage must be obtained from commercial insurance carriers licensed or otherwise authorized to do business in the State of New York. Proof of applicant's commercial property insurance coverage must be submitted with the grant application. Applicants awarded funding will be required to submit an updated certificate

naming UCS as an additional insured and loss payee, that provides for at least thirty (30) days advance written notice to UCS as certificate holder for cancellation or non-renewal prior to finalization of the contract. Such insurance shall cover the premises owned or rented by the center in an amount not less than the full insurable value (replacement value) of the real property unless otherwise approved in writing by UCS.

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

5. Insurance Compliance:

All policies shall be written with insurance companies licensed to do business or authorized by the New York State Department of Financial Services to issue insurance in the State of New York and be rated no lower than an A- rating Class VII or better in the most current edition of A.M. Best's Property-Casualty Key Rating Guide. UCS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificate or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other document demonstrating the company's strong financial rating.

Policies should be endorsed to the New York State Unified Court System as an "additional insured" or "loss payee," as appropriate, and "certificate holder." All policies shall allow waiver of subrogation in favor of UCS and indemnified parties and additional insureds. All policies must be endorsed to provide that in the event of cancellation, non-renewal or material modification UCS will receive thirty (30) days' prior written notice thereof. Awarded Contractor must provide UCS with appropriate certificates of insurance in compliance with these requirements no later than five business days prior to commencement of the Contract. Awarded Contractor must furnish complete policies, including all endorsements thereto, to UCS upon request. By requiring insurance, UCS does not represent that certain coverage and limits will necessarily be sufficient to protect Awarded Contractor, and such coverage and limits shall not be deemed a limitation on Awarded Contractor's liabilities under any indemnity granted to UCS under the Contract. Prior to the commencement of any work by a subcontractor, the Awarded Contractor shall require such subcontractor to procure policies of insurance as required herein and maintain the same in force during the terms of any work performed by that subcontractor.

Intellectual Property

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

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), Awarded Contractor shall notify UCS of any substantial change in the ownership or financial viability of the Awarded Contractor, its affiliates, subsidiaries, divisions, or partners, in writing immediately upon occurrence. "Substantial change" means: (i) sales, acquisitions, mergers, or takeovers of the Contractor, its affiliates, subsidiaries, divisions, or partners that result in a change in the controlling ownership or assets of such entity after the submission of the bid; (ii) entry of an order for relief under Title 11 of the U.S. Code; (iii) the making of a general assignment for the benefit of creditors; (iv) the appointment of a receiver of Awarded Contractor's business or property or that of its affiliates, subsidiaries, divisions, or partners; or action by Awarded Contractor, its affiliates, subsidiaries, divisions, or partners under any State insolvency or similar law for the purposes of its bankruptcy, reorganization, or liquidation; or (v) court-ordered liquidation of Awarded Contractor, its affiliates, subsidiaries, subdivisions, or partners.

Upon UCS's receipt of such notice it shall have thirty (30) business days to review the information. Awarded Contractor may not transfer the Contract to or among affiliates, subsidiaries, divisions, or partners, or to any other person or entity, without the express written consent of UCS. In addition to any other remedies available at law or 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 or is otherwise not in the best interests of UCS.

Outstanding Tax Liabilities

Awarded Contractor warrants that there are no outstanding tax liabilities against the Awarded Contractor in favor of the State of New York, or in the event such liabilities exist, a payment schedule has been arranged for their speedy satisfaction before Contract execution.

Payment

Payments to the Awarded Contractor shall be made in arrears and on a reimbursement basis unless otherwise specified in the contract resulting from this RFP. The frequency of payments in arrears shall be determined between UCS and the Awarded Contractor. Payment shall be made within

thirty (30) days upon receipt and acceptance by UCS of written or electronic invoices or other specified documents submitted by the Awarded Contractor.

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 Budget Template Worksheet, there shall be no other charge, cost, reimbursement or expense of any kind payable by UCS in connection with, or arising from, Awarded Contractor's performance of the services set forth herein. Awarded Contractor shall be solely responsible for all costs and expenses incurred in connection with the performance of such services.

Pricing shall be submitted only on, and in the format prescribed by, the Budget Template Worksheet. Bidder must quote pricing on a cost per employee basis and compute all price extensions prompted by Budget Template Worksheet. 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 Budget Template Worksheet will be prorated accordingly.

Public Information and Freedom of Information Law

UCS agrees that it shall not disclose trade secret or proprietary information, provided by Awarded Contractor to UCS under the Contract, to any other person without the prior written approval of Awarded Contractor, except 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). Awarded Contractor must specifically identify in writing trade secret or proprietary information at the time of its submission and must set forth in such writing the reasons for the claimed exemption from disclosure. Acceptance by UCS of such information does not constitute a determination that it constitutes trade secret or proprietary information.

Registration with NYS Department of State

Prior to being awarded a contract and throughout the duration of the resulting Contract, Awarded Contractor shall be registered with the NYS Department of State as an entity authorized to conduct business in New York State.

Savings/Force Majeure

A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of nature, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Awarded Contractor or the UCS in the performance of the Contract which non-performance, by exercise of reasonable diligence, cannot be prevented. Awarded Contractor shall provide the UCS with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Awarded Contractor nor the UCS shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Awarded Contractor and the UCS to be necessary to enable complete performance by the party if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the UCS, where the delay or failure will significantly impair the value of the Contract to the State, the UCS may:

- a. Accept allocated performance or deliveries from the Awarded Contractor. The Awarded Contractor, however, hereby agrees to grant preferential treatment to UCS with respect to the product subjected to allocation; and/or
- b. Purchase from other sources (without recourse to and by the Awarded Contractor for the costs and expenses thereof) to replace all or part of the products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State; or
- c. Terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the UCS reserves the right, in its sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Awarded Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability

of supply is substantial; and (iv) the volatility so affects Awarded Contractor's performance that continued performance of the Contract would result in a substantial loss.

Subcontracting

Subcontracting, and any other transfer of any duties or obligations to be performed hereunder, will be permitted only with the prior written consent of UCS to the proposed subcontractors. In the event that bidder proposes to use one or more subcontractors, the specific subcontractors and the services proposed to be performed by such subcontractors, must be listed in bidder's proposal. If a bidder that proposes to use one or more subcontractors is awarded the contract, the award will constitute the prior written approval of UCS to the subcontractors named in the bidder's proposal. All subcontracts shall be in writing and contain provisions which are functionally identical to, and consistent with, the provisions of the Contract. Unless waived in writing by UCS, all subcontracts between the Contractor and subcontractors shall expressly name UCS as the sole intended third-party beneficiary of such subcontract. UCS reserves the right to review, approve, or reject any subcontract, as well as any amendments to said subcontract(s), and this right shall not make the UCS or the State of New York a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against UCS or the State.

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

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

Suspension of Work

UCS reserves the right to suspend any and all activities under the Contract, at any time should funding become unavailable. In the event of such suspension, the Awarded Contractor will be given a formal written notice outlining the particulars of such suspension, and will be paid for services performed prior to suspension in accordance with the Contract. Any such suspension will not be deemed to extend the term of the Contract beyond the expiration date of the term. Nothing in this paragraph shall diminish UCS's right to terminate the Contract as provided therein.

Termination

Early termination of the contract for cause may result in, among other consequences, all remedies available to UCS and New York State, including, but not limited to: the Awarded Contractor both being declared non-responsible by the UCS/OCA pursuant to the UCS and Office of the State Comptroller's guidelines on vendor responsibility and/or being removed from the UCS/OCA applicants list for future solicitations.

A. Early Termination for Convenience

By written notice, the Contract may be terminated at any time by UCS for convenience upon ninety (90) 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. Early Termination for Budget Modification

1. If the UCS Budget ("Budget") is modified (a "Budget Modification," defined in subsection 2 below) for any State fiscal year included in the term of the awarded contract, in whole or in part (including any renewal or extension term), such that UCS determines, in its sole discretion, that it is necessary to reduce, eliminate, or otherwise modify the budget allocation covering payment thereunder, UCS shall have the option to terminate the awarded contract upon not less than thirty (30) days' notice to Awarded Contractor, without liability for costs, expenses or damages as a result thereof.
2. For purposes of this subsection A, Budget Modification shall mean and include, with respect to the Budget or any appropriation contained therein:
 - i. any reduction, elimination or restriction upon access thereto as provided by law; or
 - ii. any restriction placed on UCS' spending authority, including any restriction imposed by UCS upon itself in response to a request of the Executive or Legislative Branch of government.
3. Termination hereunder shall be further governed by the termination provisions contained in the awarded contract, as applicable.

C. Early Termination for Cause

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

D. Early Termination 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. Early Termination for Suspension or Delisting of Contractor's Securities

If the Contractor's securities are suspended or delisted by the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, as applicable, if the 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 or exercise such other remedies as shall be available under the Contract, at law, or in equity.

Work for Hire

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

EXHIBIT A

PRICING SHEET

See excel file.

EXHIBIT B

SCOPE OF WORK

1. Project Overview

The New York State Unified Court System (UCS), Office of Court Administration (OCA), Division of Human Resources – Exam Development Group seeks a comprehensive item banking software solution to support the development, storage, management, and deployment of assessment content. The solution shall support the full exam development lifecycle, including item creation, review, metadata management, workflow administration, test assembly, reporting, analysis, integration, and long-term content governance.

2. Objectives

The selected solution should:

- Provide a secure, centralized repository for test items, support collaborative item development including the ability for multiple stakeholders—such as subject matter experts, psychometricians, and editors—to contribute to item creation, provide feedback, track revisions, and formally approve items through configurable workflow stages.
- Facilitate efficient test development and form generation by allowing users to easily search, filter, and assemble items based on metadata such as content area, difficulty level, cognitive domain, and statistical performance, including the application of constraints and blueprint requirements, to ensure that generated forms meet content and psychometric specifications.
- Should integrate with or include tools for item analysis, calibration, and performance tracking to maintain psychometric integrity. This includes maintaining item statistics (e.g., difficulty, discrimination indices) and supporting pre-testing and equating processes.
- Ensure compliance with relevant accessibility standards (such as Web Content Accessibility Guidelines, “WCAG”) and security requirements including accessible item formats (e.g., screen reader compatibility, alternative text for images), secure data encryption (both at rest and in transit), and adherence to industry best practices and regulatory requirements for data protection.

3. Functional Requirements

3.1 Item Authoring and Editing

The item bank should provide a comprehensive, user-friendly authoring environment that supports the creation and editing of a wide range of item types, including but not limited to multiple-choice, multiple-select, true/false, matching, short answer, essay/constructed response, and technology-enhanced or multimedia-based items (e.g., drag-and-drop, hotspot, simulation-based items). The platform should be

flexible enough to accommodate both traditional and innovative assessment formats to meet evolving testing needs.

The authoring interface should include a robust rich text editor that allows users to format content (e.g., fonts, tables, equations, symbols) and embed multimedia elements such as images, audio, and video. It should also support specialized content, such as mathematical notation (e.g., LaTeX or equation editors) and accessibility features like alt text for images, captions for audio/video, and compatibility with screen readers.

The system should allow item authors to define all necessary components of an item, including stems, answer choices, correct responses, scoring rubrics (for constructed responses), rationales, and feedback. For selected items, the platform should support features such as randomization of answer choices and the inclusion of distractor rationales.

Authors should be able to preview items as they will appear to test-takers across different devices and delivery platforms.

Additionally, the item bank should enable comprehensive tagging and metadata management. Users should be able to assign and manage tags such as content domain, subdomain, difficulty level, cognitive complexity (e.g., Bloom's taxonomy levels), competencies/skills assessed, language, and item status (e.g., draft, under review, approved). The system should allow for customizable metadata fields to align with specific program needs and support advanced search and filtering capabilities based on these attributes.

The solution should also include version control and editing history, allowing users to track changes, compare versions, and revert to prior iterations if necessary. Inline commenting and annotation features should support collaboration among item writers, reviewers, and psychometricians during the editing process.

Overall, the item authoring and editing functionality should streamline the development of high-quality, accessible, and psychometrically sound assessment items while promoting efficiency, consistency, and collaboration.

3.2 Workflow Management

The item bank should support the configuration of flexible, end-to-end workflows that govern the full lifecycle of an item—from initial creation through review, approval, and final publication. These workflows should be customizable to align with organizational policies and may include multiple stages (e.g., draft, internal review, editorial review, psychometric review, approval, and release). Each stage should allow for defined actions, status updates, and required approvals before an item can progress, ensuring consistency, quality control, and adherence to established standards.

The system should incorporate robust role-based access controls, enabling administrators to assign permissions based on user roles such as item writers, reviewers, editors, psychometricians, and administrators. Each role should have clearly defined capabilities (e.g., create, edit, comment, approve, publish), ensuring that users can only perform actions appropriate to their responsibilities. This structure helps safeguard item security and maintains the integrity of the development process.

In addition, the solution should maintain comprehensive audit trails that capture all actions taken on an item throughout its lifecycle. This includes tracking changes to item content, metadata updates, workflow transitions, reviewer comments, and approval decisions. Each audit record should include details such as the user responsible, timestamp, and nature of the action, enabling full traceability, accountability, and support for compliance or legal review if needed.

The item bank should also support the structured storage and management of key item metadata. This includes, at a minimum, information such as item author, date created, last modified date, content domain, subdomain, item status, and usage history. Furthermore, the system should store and update psychometric statistics, including item difficulty (p-value) and discrimination indices (e.g., point-biserial correlation), allowing users to evaluate item performance over time.

Advanced capabilities should include the ability to link metadata and statistics to specific administrations or forms, track item exposure rates, and flag items for review based on performance thresholds. Together, these features ensure that items are not only well-managed and secure but also continuously evaluated and improved based on data-driven insights.

3.3 Item Bank Management

The item bank should function as a secure, centralized repository that serves as the authoritative source for all assessment content across the organization. It should support the storage, organization, and retrieval of a wide range of item types and associated assets, ensuring consistency, scalability, and ease of access for authorized users.

The system should provide advanced search and filtering capabilities that enable users to quickly locate items based on a combination of criteria. These may include metadata fields such as content domain, subdomain, difficulty level, cognitive complexity, item type, status, author, date range, usage history, and psychometric performance (e.g., p-value, point-biserial). The search functionality should support keyword search, Boolean logic, saved searches, and dynamic filtering to enhance usability and efficiency.

Version control and item history tracking should be integral to the solution. The system should maintain a complete record of all item versions, including changes to content, metadata, and status. Users should be able to view version histories, compare different versions, and revert to previous iterations if necessary. This ensures transparency, supports quality assurance processes, and prevents the unintended use of outdated or unapproved content.

The item bank should also support lifecycle management features, including the ability to archive and retire items. Archiving should allow items to be preserved for record-keeping and historical analysis without being available for active use in test development. Retiring items should remove them from operational use while maintaining their associated data (e.g., performance statistics, prior usage) for audit and reporting purposes. The system should also allow for configurable rules or triggers (e.g., overexposure, poor performance, content updates) to flag items for review, archiving, or retirement.

Additionally, the solution should support bulk operations (e.g., import/export, tagging, status updates), integration with external systems (e.g., test delivery platforms, psychometric analysis tools), and data backup/recovery mechanisms. Together, these capabilities will ensure that the item bank is well-organized, efficient to use, and capable of supporting the long-term management and continuous improvement of high-quality assessment content.

3.4 Test Assembly and Form Generation

The item bank should provide robust capabilities for both manual and automated test assembly, enabling users to efficiently create high-quality assessment forms that meet defined content and psychometric requirements. For manual assembly, the system should offer an intuitive interface that allows users to browse, search, and select items, view item metadata and statistics, and organize items into test forms using drag-and-drop or similar functionality. Users should be able to preview the full test, including instructions, item sequencing, and scoring rules, prior to finalization.

For automated test assembly, the solution should support rule-based and algorithm-driven form generation. Users should be able to define parameters and constraints, and the system should automatically select items that best meet those criteria. This includes the ability to generate multiple equivalent forms efficiently, reducing manual effort while maintaining consistency and quality.

The platform should support the creation and enforcement of detailed test blueprints. These blueprints should define the structure and specifications of an assessment, including content domains, subdomains, competencies, item types, cognitive levels, and target difficulty distributions. The system should enforce constraints such as content balancing, item counts per category, statistical targets (e.g., average p-value, test information), and exposure limits. Real-time feedback should be provided during assembly to indicate whether the form meets blueprint requirements.

Randomization capabilities should be included to enhance test security and fairness. This may involve randomizing item order, randomizing answer choices within items, or generating multiple test forms from the same item pool. The system should also support form equivalence methodologies, ensuring that different versions of a test are comparable in terms of content coverage and statistical properties. This may include support for linear on-the-fly testing (LOFT), item response theory (IRT)-based assembly, or other psychometric approaches.

The solution should include tools to evaluate and validate assembled forms prior to deployment. This includes reviewing item overlap across forms, analyzing test-level statistics, and ensuring compliance with blueprint and psychometric requirements. Users should also be able to lock finalized forms to prevent unauthorized changes.

Finally, the item bank should support exporting test forms in multiple formats compatible with various test delivery platforms. This includes industry-standard formats such as QTI, as well as configurable exports (e.g., XML, CSV, or API-based integrations). The system should ensure that all item content, metadata, scoring rules, and media assets are accurately packaged for seamless integration with delivery systems.

3.5 Reporting and Analytics

The item bank should provide comprehensive reporting and analytics capabilities to support data-driven decision-making across the assessment lifecycle. This includes the ability to generate detailed item-level, test-level, and program-level reports that evaluate the quality, performance, and effectiveness of assessment content.

At the item level, the system should support robust item analysis, including key psychometric indicators such as item difficulty (p-value), discrimination indices (e.g., point-biserial correlation), and distractor analysis. Distractor analysis should provide insights into how frequently each incorrect option is selected, helping to identify non-functioning or overly attractive distractors. The system should also allow for subgroup analysis (e.g., by candidate population or administration) to detect potential bias or differential item functioning (“DIF”).

At the test level, the platform should generate aggregate statistics that assess overall exam quality and reliability. This may include measures such as mean scores, score distributions, standard deviation, reliability coefficients (e.g., Cronbach’s alpha), standard error of measurement, and test information functions (for IRT-based models). The system should also support comparison of multiple test forms to evaluate equivalence and consistency across administrations.

The solution should include customizable dashboards and reporting tools that allow users to visualize data through charts, tables, and summary views. Users should be able to filter and drill down into data based on metadata attributes (e.g., content domain, item type, administration date) and save or share reports as needed. Scheduled and automated reporting capabilities should also be available to support ongoing monitoring.

In addition, the item bank should support integration with external psychometric and statistical analysis tools. This includes the ability to export data in commonly used formats (e.g., CSV, Excel, XML) and, where applicable, via APIs for seamless data exchange. The system should also support the import of

calibrated item parameters and analysis results from third-party software (e.g., IRT calibration tools), ensuring that psychometric data remains current and actionable.

Advanced analytics capabilities may include item exposure tracking, trend analysis over time, flagging of items that fall outside acceptable statistical thresholds, and support for equating and scaling processes. Together, these features will enable to continuously evaluate and improve item quality, ensure fairness and validity, and maintain the overall integrity of their assessment programs.

3.6 Integration and Interoperability

The item bank should provide well-documented, secure Application Programming Interfaces (“APIs”) to enable integration with external systems, such as Test delivery platforms, allow for automated synchronization of Item metadata and content, Test forms and blueprints, candidate responses and scoring data. The platform should also support widely adopted interoperability standards to ensure compatibility and portability for importing/exporting items and assessments QTI and allow import/export of item banks and test forms in standardized formats without data loss or degradation, provide tools and utilities for bulk import and export of Items and item metadata, media assets, test forms and structures, support common file formats (e.g., CSV) while ensuring data integrity and validation during import/export processes.

3.7 Security and Compliance

The proposed solution must adhere to industry best practices and applicable regulatory requirements to ensure the confidentiality, integrity, and availability of all data within the system. Specifically, the item bank should provide robust role-based access control (“RBAC”) to restrict system access based on user roles and responsibilities (e.g., administrators, item writers, reviewers, psychometricians), support granular permissions at multiple levels (e.g., item, test, folder, workflow stage), enable secure user authentication mechanisms, including: Strong password policies (complexity, expiration, reuse restrictions), multi-factor authentication (MFA) and integration with enterprise identity providers (e.g., SSO via SAML, OAuth, OpenID Connect), support account lockout policies and session timeout controls, and maintain detailed audit logs of user access and activity (e.g., logins, edits, approvals, exports). The proposed solution should also have capabilities to perform regular automated backups of all system data, including item banks, metadata, and media assets, define backup frequency (e.g., daily incremental, weekly full backups) and have a redundancy measure in place in the event of an outage. The vendor should also demonstrate compliance with recognized security standards, such as: SOC 2 Type II (or equivalent), ISO/IEC 27001 certification (preferred) and provide documentation of security policies, audit reports, and compliance certifications upon request.

4. Technical Requirements

The proposed solution must support cloud-based (SaaS) and/or on-premises deployment models, scale to support large volumes of users, items, and concurrent activities without degradation in performance. The

item bank should ensure compatibility with all major modern browsers (e.g., Chrome, Edge, Firefox, Safari), support accessibility standards (e.g., WCAG compliance).

5. Implementation and Support Requirements

The vendor shall provide comprehensive implementation services, including system configuration and customization, import of existing item data, and integration support in addition to User Acceptance Testing (“UAT”) to support development of UAT plans and test cases, provide a staging/testing environment, address defects and issues identified during UAT, assist with final validation prior to production deployment.

The vendor shall also provide comprehensive training resources to ensure successful adoption, provide ongoing technical support, deliver regular system updates, including bug fixes, security patches, and feature enhancements.

6. Deliverables

The selected vendor shall provide the following deliverables:

- A fully configured and operational item banking system
- Defined and implemented user roles, permissions, and workflows
- Successfully migrated item bank, including validation of data accuracy (if applicable)
- Configured integrations with existing systems (if applicable)
- Comprehensive documentation, including:
 - User guides
 - Technical documentation
 - Administrator manuals
- Training materials and completed training sessions
- A post-implementation support and maintenance plan

8. Proposed Timeline

Vendors shall provide a detailed timeline covering planning, configuration, import of existing item data, testing, deployment, stabilization, and ongoing support.

9. Acceptance Criteria

The system will be considered accepted upon meeting the following criteria:

- Successful completion of User Acceptance Testing (“UAT”) with all critical issues resolved
- All required functional and technical requirements are fully operational
- System meets defined security, performance, and availability benchmarks
- All integrations are functioning as expected
- The system supports bulk import of item data using standard file formats such as Excel or CSV. Because no existing item bank currently exists, the Bidder is not expected to perform data migration; however, the import process must be validated for accuracy and completeness.
- All required documentation and training have been delivered
- Stakeholder sign-off confirming readiness for production use

EXHIBIT C

Additional Information Security Terms and Conditions

The Procurement, the Bidder's Proposal, and the contract award that results from this Request for Proposal ("RFP") are subject to and incorporate the following terms and conditions:

I. GENERAL

- A. Within 30 days of Contract approval, Contractor will provide, at Contractor's expense, an independent third-party audit of controls related to the security, availability, or processing integrity of a system or the confidentiality or privacy of the information processed by that system for all systems used to perform the services under the resulting Contract showing no deficiencies. Such audit must meet the requirements of a Service Organization Control (SOC) 2 Type II audit report or ISO/IEC 27001 certificate. Thereafter on an annual basis, at the Contractor's expense, a full third party audit or certification will be conducted and a version of the audit report will be provided to the UCS, within 30 days of the anniversary date of the Contract. Any deficiencies identified in the audit report or where the Contractor is found to be noncompliant with Contract safeguards, must be remedied, within 90 days of the issue date of the audit report with proof of remediation provided to the UCS. The completion of this requirement is at the Contractor's expense with no additional cost to UCS.
- B. All data center(s) used to perform the services under the resulting Contract must comply with the Security Framework Alignment HIPAA Security Rule and be NIST 800-53 Moderate ISO/IEC 27001 compliant.
- C. Contractor agrees that the Item Banking Software Solution and services thereunder provided pursuant to this Contract shall comply with applicable federal and/or New York State laws, regulations, and requirements.
- D. Audit logs must capture all access to UCS Data (log information to include username, event type, event operation, event details, successful/unsuccessful authentication events, system start/stop, hardware attachment/detachment, system alerts and error messages and other security events, unsuccessful attempts to access/modify/delete data being logged or data in the event table).
- E. Contractor agrees that it shall perform the Item Banking Software Solution and services thereunder in a manner consistent with the following requirements:
 - 1. Establish and maintain appropriate environmental, safety and facility procedures, data security procedures and other safeguards against the destruction, corruption, loss, or alteration of the SOC and any UCS data, and to prevent unauthorized access, alteration, or interference by third parties of the same.
 - 2. Utilize industry best practices and technology (including appropriate firewall protection, intrusion prevention tools, and intrusion detection tools) to protect, safeguard, and secure the SOC and UCS data against unauthorized access, use, and disclosure. Contractor shall

constantly monitor for any attempted unauthorized access to, or use or disclosure of, any of such materials and shall immediately take all necessary and appropriate action in the event any such attempt is discovered, promptly notifying UCS of any material or significant breach of security with respect to any such materials.

II. DATA RESIDENCY AND ACCESS

A. Data Storage, Access and Location:

1. Contractor shall ensure that all UCS data related to this Contract is stored within the contiguous United States (“CONUS”), in a controlled access environment to ensure data security and integrity. All access to UCS data, physical or virtual, must be conducted within CONUS and have adequate security systems in place to protect against the unauthorized access to the facilities and data stored therein. Adequate security systems in this context generally means that the Contractor is in compliance with either SOC 2 Type II or ISO 27001 (or higher) security standards. The Contractor must be able to demonstrate the adequacy of its security systems upon UCS’s request. Contractor shall not send or permit to be sent to any location outside of the CONUS, any UCS data related to the Contract. Contractor will provide UCS with a list of the physical locations where UCS data is stored at any given time and will update that list if the physical location changes. Access into and within the facilities must be restricted through an access control system that requires positive identification and which maintains a log of all accesses (e.g., date and time of the event, type of event, user identity, component of the information system, outcome of the event). Contractor shall have a formal procedure in place for granting computer system access to the data and to track access. Access for projects outside of those approved by UCS are prohibited.
2. Contractor shall host all UCS metadata and maintain and implement procedures to logically segregate and secure UCS data from Contractor's data and data belonging to Contractor’s other customers, including other governmental entities.
3. Contractor shall not use offshore subcontractors or cloud regions outside the U.S.
4. Upon request, Contractor shall disclose the identification of all sub-processors and their data-handling roles.

III. ENCRYPTION AND TRANSMISSION

- A. Contractor shall use appropriate means to preserve and protect UCS data. This includes, but is not limited to, use of stable storage media, regular data backups and archiving, password protection of volumes, and data encryption. All UCS data in transit and at rest will be encrypted. At a minimum, Contractor shall implement AES-256 encryption at rest and TLS 1.2+ in transit for data transmission between UCS and Contractor and must be validated to FIPS 140-2 or 140-3 for the protection of sensitive information (<http://csrc.nist.gov/groups/STM/cmvp/index.html>).

- B. Contractor shall implement encryption key-management procedures which separate UCS and vendor keys.

IV. IDENTITY AND ACCESS MANAGEMENT

- A. Contractor must implement and enforce least-privilege access, multi-factor authentication for all administrative and remote access. Contractor shall provide quarterly access reviews and submit reports to UCS as requested.
- B. Contractor shall implement role-based access control (RBAC) documentation.

V. INCIDENT RESPONSE AND BREACH NOTIFICATION

- A. Contractor must define a 24-hour notification window during which UCS will be informed of the discovery of any breach involving UCS data.
- B. Within five (5) days of a breach, Contractor must provide a written incident report detailing:
 - 1. The scope of the breach.
 - 2. How the breach was contained.
 - 3. The remediation steps that were implemented to address the breach.

VI. VULNERABILITY AND PATCH MANAGEMENT

- A. Contractor shall perform monthly vulnerability scans and annual penetration testing.
 - 1. A record of all critical patches shall be maintained.
 - 2. Upon written request, Contractor shall provide UCS a copy of these records within five (5) business days.
- B. Contractor shall apply all systems critical patches within thirty (30) days of release.
 - 1. A record of all critical patches shall be maintained.
 - 2. Upon written request, Contractor shall provide UCS a copy of these records within five (5) business days.

VII. DATA LIFECYCLE CONTROLS

- A. Contractor shall maintain a Data Retention and Destruction Policy that aligns with UCS retention schedules which can be found at: <https://www.nycourts.gov/records-management/administrative-records> as the same may be revised from time to time and the requirements of UCS Appendix A.

1. Contractor shall provide UCS with a copy of its Data Retention and Security Policy within thirty (30) days of executing the Contract, or upon the earlier request from UCS.
 2. Contractor shall maintain electronic copies of records evidencing the implementation of this program.
 3. Upon written request, Contractor shall provide UCS a copy of these records within five (5) business days.
- B. Contractor shall ensure that all media containing UCS data is destroyed in compliance with NIST SP 800-88 protocols.
1. Contractor shall maintain a record of the destruction of UCS media.
 2. Upon written request, Contractor shall provide UCS a copy of these records within five (5) business days.
- C. Contractor must, in accordance with applicable law and the instructions of UCS, maintain such data for the time period required by applicable law, exercise due care for the protection of data, and maintain appropriate data integrity safeguards against the deletion or alteration of such data. In the event that any data is lost or destroyed because of any act or omission of Contractor or any non-compliance with the obligations of the Contract, then Contractor shall, at its own expense, use its best efforts in accordance with industry standards to reconstruct such data as soon as feasible. In such event, Contractor shall reimburse UCS for any costs incurred by UCS in correcting, recreating, restoring, or reprocessing such data or in providing assistance therewith. Contractor agrees that any and all UCS data will be stored, processed, and maintained solely on designated target devices, and that no UCS data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that device or storage medium is a necessary and approved component of the authorized business processes covered in the Contract or any addendum thereof, or Contractor's designated backup and recovery processes, and is encrypted in accordance with all current Federal and State statutes, regulations, and requirements.
- D. The requirements in this Section shall also apply to Confidential Information unless another Section in this Agreement which specifically addresses Confidential Information provides for more stringent requirements.
- E. Intentionally deleted.
- F. At the expiration or termination of the Contract, at UCS's option, Contractor must provide UCS with a copy of UCS data, including metadata and attachments, in a mutually agreed upon, commercially standard format and give UCS continued access to UCS data for no less than ninety (90) days beyond the expiration or termination of the Contract. Thereafter, except for data required to be maintained by law or the Contract, Contractor shall destroy UCS data from its systems and wipe all its data storage devices to eliminate any and all UCS data from Contractor's systems. The sanitization process must be in compliance with New York State Security Policy NYS-S13-003 (<https://www.its.ny.gov/document/sanitizationsecure-disposal-standard>), and,

where required, sanitization and disposal standards provided in the Health Insurance Portability and Accountability Act (HIPAA). If immediate purging of all data storage components is not possible, Contractor will certify that any data remaining in any storage component will be safeguarded to prevent unauthorized disclosures. Contractor must then certify to UCS, in writing, that it has complied with the provisions of this paragraph. UCS may withhold payment to Contractor if UCS data is not released to UCS in accordance with the preceding sections. If the requirements set forth in the RFP and/or Contract are not the same as the policies of the NYS Office of Information Technology Services (ITS), then the more restrictive requirement applies. Contractor shall be strictly prohibited from using UCS data in any fashion other than that defined herein or authorized in writing by UCS.

VIII. BUSINESS CONTINUITY AND DISASTER RECOVERY

- A. Contractor shall create, maintain, and implement a tested Disaster Recovery plan (DR).
 - 1. Contractor shall perform annual tabletop and/or live failover exercises.
 - 2. Contractor shall maintain a record of all DR tests.
 - 3. Upon written request, Contractor shall provide UCS a copy of these records and/or a summary of the records within five (5) business days.

IX. MOBILE AND WEB APPLICATION SECURITY

- A. Contractor shall provide adequate security protocols for web and mobile applications.
 - 1. Contractor shall implement OWASP Top 10 compliance and independent penetration testing.
 - 2. Contractor shall enforce “HTTPS-only” and “session-timeout” controls.
 - 3. Contractor shall maintain a record of all required testing and control implementation.
 - 4. Upon written request, Contractor shall provide UCS a copy of these records and/or a summary of the records within five (5) business days.

X. AUDIT AND REPORTING

- A. UCS reserves the right to audit vendor security controls annually, upon the occurrence of a major incident, or as otherwise provided by law.
- B. Contractor must provide quarterly compliance attestations.

EXHIBIT D

Data Security Questionnaire and Attestation for All Bidders

See pdf file.

EXHIBIT E

Security Risk Assessment and Review for Third-Party Vendors – Questionnaire Template

* Please Note: It is not necessary to complete this form unless you are the tentative Awarded Contractor.

Completion of the assessment by the **tentative Awarded Contractor** and approval of the required form by the UCS Department of Technology is a prerequisite for finalizing the contract award. UCS will contact the Bidder to initiate this process.

Vendor Information:

- *Is your solution in Gov Cloud?*
- *Can you provide information about vendor's experience in our industry?*
- *Client references?*

Scope of Services:

- *Can you provide a detailed description of the services or products you offer?*
- *How does your service interact with our systems and data?*
- *Which cloud service provider(s) do you use, and what type of services are hosted in the cloud?*

Regulatory Compliance:

- *Which industry regulations and standards are applicable to your services?*
- *How does the vendor ensure compliance with these regulations?*

Security Policies and Procedures:

- *Can you provide an overview of your organization's security policies and procedures?*
- *How are these policies communicated to and enforced among employees?*

Data Handling:

- *What data are you storing and what is your retention policy?*
- *How do you classify and handle sensitive data?*
- *What measures are in place to protect data during transmission and storage?*

Access control:

- *How is user access managed, and what processes are in place for user authentication?*
- *Is access granted on a need-to-know basis?*

Network and Physical Security:

- *Can you describe your network architecture and security controls?*
- *How are firewalls, intrusion detection/prevention systems, and encryption implemented?*
- *How does your organization manage and control ports on your network devices?*

Incident Response and Business Continuity:

- *Can you provide details about your incident response plan?*
- *How is your organization prepared for business continuity in the event of a security incident?*
- *Have you experienced any breaches?*

Security Training and Awareness:

- *What security training programs are provided to your employees?*
- *How often is security awareness training conducted?*

Vulnerability management:

- *How do you identify and prioritize security vulnerabilities?*
- *What is the process for remediation, and how are patches and updates handled?*

Auditing and Monitoring:

- *Have you obtained any cybersecurity certifications (ISO, SOC, etc.)?*
- *Have external assessments or audits been conducted on your security practices? If so, when was the last time you were audited?*

Reviewing of subcontractors:

- *If applicable, how are the security practices of subcontractors assessed?*
- *What standards must subcontractors meet?*

EXHIBIT F**Bidder Certification to Meeting Minimum Qualifications and Mandatory Requirements**

**Use this form to address Article II,
Minimum Qualifications and Mandatory Requirements (Pass/Fail)**

BIDDER'S NAME: _____

Minimum Qualifications

Qualification # 1 (Organizational Experience): The Bidder must have at least three (3) years of demonstrated experience in providing item banking, assessment management, or similar large-scale content management systems to educational institutions, government agencies, certification/licensure bodies or other public or private organizations that manage large-scale assessments.

The Bidder certifies that they have at least three (3) years of demonstrated experience in providing item banking, assessment management, or similar large-scale content management systems to educational institutions, government agencies, certification/licensure bodies or other public or private organizations that manage large-scale assessments.

☐ YES ☐ NO*

Qualification # 2 (Relevant Project Experience): The Bidder must have completed at least two (2) implementations of item banking or assessment related software with comparable scope, including item authoring, workflow management, metadata tagging, psychometric/statistical functionality, and test assembly.

The Bidder certifies that they have completed at least two (2) implementations of item banking or assessment related software with comparable scope, including item authoring, workflow management, metadata tagging, psychometric/statistical functionality, and test assembly.

☐ YES ☐ NO*

Qualification # 3 (Financial Stability): The Bidder must demonstrate financial stability and organizational viability through acceptable financial documentation (e.g., audited financial statements, certification of solvency, or other acceptable evidence).

The Bidder certifies that they possess financial stability and organizational viability through acceptable financial documentation (e.g., audited financial statements, certification of solvency, or other acceptable evidence).

☐ YES ☐ NO*

Mandatory Requirements

Mandatory Requirement # 1: The proposed solution must support cloud-based (SaaS) and/or on-premises deployment models, scale to support large volumes of users, items, and concurrent activities without degradation in performance.

The Bidder certifies that the proposed solution supports cloud-based (SaaS) and/or on-premises deployment models, scale to support large volumes of users, items, and concurrent activities without degradation in performance.

☐ YES ☐ NO*
Mandatory Requirement # 2: The proposed solution, including all hosting, storage, and transmission of UCS data, must meet Federal Risk and Authorization Management Program (FedRAMP®) Moderate or High Impact Level Security Controls Baseline and operate in a U.S. GovCloud or equivalent environment that ensures data sovereignty within the continental United States (“CONUS”). CONUS includes the 48 contiguous states and the District of Columbia.
The Bidder certifies that the proposed solution, including all hosting, storage, and transmission of UCS data, must meet Federal Risk and Authorization Management Program (FedRAMP®) Moderate or High Impact Level Security Controls Baseline and operate in a U.S. GovCloud or equivalent environment that ensures data sovereignty within the continental United States (“CONUS”). CONUS includes the 48 contiguous states and the District of Columbia.
☐ YES ☐ NO*
Mandatory Requirement #3: The Bidder must have an established technical support structure capable of providing multi-year system maintenance, user support, and regular updates.
The Bidder certifies that they have an established technical support structure capable of providing multi year system maintenance, user support, and regular updates.
☐ YES ☐ NO*
Mandatory Requirement # 4: The Bidder must offer an existing, production-ready item banking software solution. The development of new software or major functional components after award is not allowable. Only currently implemented and operational systems will be accepted.
The Bidder certifies that they offer an existing, production-ready item banking software solution. The development of new software or major functional components after award is not allowable. Only currently implemented and operational systems will be accepted.
☐ YES ☐ NO*

* A “NO” response to any of the minimum qualifications or mandatory requirements will result in Bidder disqualification.

CERTIFICATION

By signing this form, you certify your express authority to sign on behalf of the Bidder and that all information provided is complete, true, and accurate.

Date: _____

Legal Business Name of Bidder: _____

Doing Business As (d/b/a) (if appropriate): _____

Signature: _____

Print Name: _____

EXHIBIT G

VENDOR ASSURANCE AND CONFLICT-OF-INTEREST DISCLOSURE

TO BE COMPLETED ON OFFEROR'S LETTERHEAD

Date

Alina Zielinski
Assistant Court Analyst
NYS OCA Office of Grants, Contracts and Procurement
2500 Pond View, Suite 104
Castleton-on-Hudson, NY 12033

Dear Ms. Zielinski:

Re: RFP # OCA-DGCP-076 (Comprehensive Item Banking Software Solution, Human Resources)

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-076 (Comprehensive Item Banking Software Solution, Human Resources). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP.

[INSERT OFFEROR NAME]'s complete offer is set forth in two separately bound assembled volumes.

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

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

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

2. The fulfillment of obligations by the Offeror, as stated in the Proposal, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Offeror has with regard to any existing contracts or agreements between the Offeror and the State;
3. The fulfillment of obligations by the Offeror, as stated in the Proposal, does not and will not compromise the Offeror's ability to carry out its obligations under any existing contracts between the Offeror and the State;
4. The fulfillment of any other contractual obligations that the Offeror has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the Offeror will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Offeror will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. The Offeror has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.
8. To comply with the requirements outlined under the heading "Responsible Bidder" in Article X 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 H**REFERENCES**

Bidders must use this form to furnish the references required in Article VI of the RFP.

BIDDER'S NAME: _____

REFERENCE #1

Name of the Client Firm:			
Client Firm's Address:			
Briefly describe the type and scope of services of the engagement (include # of sites, devices, and users)			
Engagement Budget:			
Engagement Term:	Start Date: (Month/Year) End Date: (Month/Year)		
Was a subcontractor used? If so, describe subcontractor's role			
Client Contact Name and Title:			
Phone Number:	Email:		
Alternate Client Contact Name and Title:			
Phone Number:		Email:	

REFERENCE #2

Name of the Client Firm:			
Client Firm's Address:			
Briefly describe the type and scope of services of the engagement (include # of sites, devices, and users)			
Engagement Budget:			
Engagement Term:	Start Date: (Month/Year) End Date: (Month/Year)		
Was a subcontractor used? If so, describe subcontractor's role			
Client Contact Name and Title:			
Phone Number:	Email:		

Alternate Client Contact Name and Title:			
Phone Number:		Email:	

REFERENCE #3

Name of the Client Firm:			
Client Firm's Address:			
Briefly describe the type and scope of services of the engagement (include # of sites, devices, and users)			
Engagement Budget:			
Engagement Term:	Start Date: (Month/Year) End Date: (Month/Year)		
Was a subcontractor used? If so, describe subcontractor's role			
Client Contact Name and Title:			
Phone Number:	Email:		
Alternate Client Contact Name and Title:			
Phone Number:		Email:	

EXHIBIT I

APPENDIX B

Terms and Conditions Applicable to Materials Produced Under the Agreement

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

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

3. All rights granted to UCS hereunder are irrevocable and shall vest and remain perpetually vested in UCS and UCS's successors and assigns without payment of any royalty or other compensation, whether this Agreement expires or is terminated, and shall not be subject to rescission, cancellation, or termination by Contractor for any cause whatsoever.
4. If applicable, Contractor shall own and retain all pre-existing proprietary rights to any materials, tools, templates, or methodologies produced or licensed by Contractor prior to the Effective Date, or not as a result of this Agreement ("Contractor's Property"), even if such materials are incorporated into the Work. If any such materials are incorporated into the Work, Contractor hereby grants to UCS or its authorized designee, in perpetuity, at no additional cost or expense, a royalty-free, fully-paid, non-exclusive, irrevocable worldwide license to reproduce, display, and otherwise use Contractor's Property as part of the Work.
5. If master tapes are created in the production of the Work, upon receipt of final payment for the Work, Contractor will provide these to UCS, except for the master tapes to Contractor's Property (if applicable).
6. If requested by UCS, Contractor shall include in the Work a copyright notice in the following form: "Copyright (or ©) [year] New York State Unified Court System. All rights reserved." If applicable, the notice shall be computer-readable and clearly visible to viewers for at least three seconds.
7. Contractor shall indemnify, defend, and hold UCS, its administrative officers, directors, employees, and authorized agents harmless from and against all claims, costs, liability, and damages, including reasonable attorneys' fees and disbursements: (i) resulting from the Contractor's breach of representation or warranty made herein; or (ii) arising in connection with an allegation that UCS's use of the Work (if any) or any other deliverable, if any, infringes any patent, trade secret, copyright, or any other proprietary right, including, without limitation, the rights to use or display a person's name, face, or likeness.
8. This Appendix B shall survive expiration or termination of this Agreement.