

OCA-DGCP-070 Guardianship: Direct Services NYC, 7th, 8th, 9th and 10th Judicial Districts

Issued Friday, June 26, 2026

Due Friday, August 14, 2026, at 2:00 PM Eastern



NEW YORK STATE UNIFIED COURT SYSTEM

Office of Court Administration
Division of Grants, Contracts & Procurement

Request for Proposals

OCA-DGCP-070

Guardianship Services, New York City, 7th, 8th, 9th,
and 10th Judicial Districts

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<http://ww2.nycourts.gov/admin/bids/currentsolicitations.shtml>

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I. BACKGROUND INFORMATION

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

The New York State Unified Court System (UCS) is soliciting proposals for the purpose of establishing contracts to provide nonprofit agency guardianship services to indigent individuals deemed “incapacitated persons” (IPs) pursuant to Article 81 of the Mental Hygiene Law (MHL Article 81) when no other suitable guardian is available to serve. These IPs who lack needed financial resources and family supports include both indigent older adults and indigent individuals with disabilities and/or mental illness.

UCS requests proposals from nonprofit agencies capable of helping an indigent IP manage their personal needs or property or both by utilizing social work, benefits, and case management services, real property and financial services, legal services, and others to ensure that the needs of indigent IPs are met.

II. PROJECT INFORMATION

The UCS Office of Court Administration (“OCA”) Division of Grants, Contracts and Procurement (“DGCP”), is soliciting sealed proposals via this Request for Proposals (“RFP”) to award contracts for guardianship services for indigent IPs. Via this RFP, UCS will establish one or more contracts per “Target Service Area” to assist in closing the gap in the availability of guardians to provide for the personal needs and/or property management needs of indigent IPs who have no other suitable person to serve as guardian.

Consistent with the requirements of MHL Article 81, as well as other applicable statutes, court rules, and administrative orders, the Awarded Contractor(s) must provide these direct services in the following geographic locations:

1. the five (5) counties that comprise New York City (Bronx, Kings, New York, Queens, and Richmond);
2. the eight (8) counties that comprise the 7th Judicial District (Cayuga, Livingston, Monroe, Ontario, Seneca, Steuben, Wayne, and Yates);
3. the eight (8) counties that comprise the 8th Judicial District (Allegany, Erie, Chautauqua, Niagara, Orleans, Wyoming, Genesee, and Cattaraugus);

4. the two (2) counties that comprise the 10th Judicial District (Nassau and Suffolk); and
5. the five (5) counties that comprise the 9th Judicial District (Westchester, Rockland, Dutchess, Putnam and Orange).

Each of these areas shall be referred to in this Request for Proposals as the “Target Service Areas”.

Consistent with the guardian powers granted by the court which are necessary and sufficient to manage the property and financial affairs of the IPs and/or to provide for the personal needs of the IP, awardees are expected to fulfil the standards for appointment under MHL Article 81, including the general duties of the guardian delineated in MHL § 81.20, which are as follows:

1. a guardian shall exercise only those powers that the guardian is authorized to exercise by court order;
2. a guardian shall exercise the utmost care and diligence when acting on behalf of the incapacitated person;
3. a guardian shall exhibit the utmost degree of trust, loyalty and fidelity in relation to the IPs;
4. a guardian shall file an initial and annual reports in accordance with sections 81.30 and 81.31 of MHL Article 81;
5. a guardian shall visit the IPs not less than four times a year or more frequently as specified in the court order;
6. a guardian who is given authority with respect to property management for the IPs shall: (i) afford the IPs the greatest amount of independence and self-determination with respect to property management in light of that person's functional level, understanding and appreciation of his or her functional limitations, and personal wishes, preferences and desires with regard to managing the activities of daily living; (ii) preserve, protect, and account for such property and financial resources faithfully; (iii) determine whether the IPs has executed a will, determine the location of any will, and the appropriate persons to be notified in the event of the death of the IPs and, in the event of the death of the IPs, notify those persons; (iv) use the property and financial resources and income available therefrom to maintain and support the IPs, and to maintain and support those persons dependent upon the IPs; (v) at the termination of the appointment, deliver such property to the person legally entitled to it; (vi) file with the recording officer of the county wherein the IP is in possession of real property, an acknowledged statement to be recorded and indexed under the name of the IPs identifying the real property possessed by the IPs, and the tax map numbers of the property, and stating the date of adjudication of incapacity of the person regarding property management, and the name, address, and telephone

number of the guardian and the guardian's surety; and (vii) perform all other duties required by law; and

7. a guardian who is given authority relating to the personal needs of the IPs shall afford the IPs the greatest amount of independence and self-determination with respect to personal needs in light of that person's functional level, understanding and appreciation of that person's functional limitations, and personal wishes, preferences and desires with regard to managing the activities of daily living.

Awarded Contractors shall also ensure that an indigent IP's other needs are met, including safety, adequate food, clothing, shelter, and health care, as well as managing the IP's property and financial affairs.

Programmatic oversight of the contracts awarded pursuant to this RFP will be provided by UCS Office for Justice Initiatives' Office of Guardianship Matters and Elder Justice. The Awarded Contractor(s) will work closely with OJI staff in the initial implementation year of the program.

UCS anticipates making one or more contract awards per Target Service Area to applicants deemed best qualified to deliver high-quality guardianship services throughout the Target Service Areas to indigent IPs upon appointment by a court pursuant to MHL Article 81. In addition, applicants should not only demonstrate the use of creative methods to leverage community resources to the maximum extent feasible to enhance services provided to indigent IPs, but also demonstrate how the applicant will work with community partners that reflect the diversity of the clients to be served.

UCS is allocating \$7,000,000 in the aggregate annually to provide guardianship services to indigent individuals deemed incapacitated pursuant to MHL Article 81 when no other suitable guardian is available to serve. Allocations in each subsequent year of the contract are subject to available state appropriations, and may be adjusted based on caseload and needs in UCS's discretion. Funding is intended to support guardianship services throughout New York City, and the 7th, 8th, 9th and 10th Judicial Districts.

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

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

<u>EVENT</u>	<u>DATE</u>
Bid Issue Date	Friday, June 26, 2026
Question Due Date	Friday, July 17, 2026, at 2:00pm Eastern
Bid Submission Deadline Date	Friday, August 14, 2026, at 2:00pm Eastern
Estimated Contract Start Date	October 1, 2026

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

III. AWARD

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

Awards will be made as follows::

<u>Target Service Area</u>	<u>Estimated Available Funds Not-to-Exceed, 12-month period</u>
NYC: Kings, NY, Bronx, Richmond and Queens Counties	\$3,500,000
7 th Judicial District: Cayuga, Livingston, Monroe, Ontario, Seneca, Steuben, Wayne, and Yates Counties	\$500,000
8 th Judicial District: Allegany, Erie, Chautauqua, Niagara, Orleans, Wyoming, Genesee, and Cattaraugus Counties	\$1,000,000
9 th Judicial District: Westchester, Rockland, Dutchess, Putnam and Orange Counties	\$1,000,000

10 th Judicial District: Nassau and Suffolk Counties	\$1,000,000
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Awarded Contractors must demonstrate the capacity to serve the entire designated Target Service Area for which they are awarded. Applicants awarded multiple Target Service Areas will enter into a single Contract with UCS covering all applicable Target Service Areas. Please see **Exhibit 5** for a list of counties by Target Service Area.

If no awards are made for a particular Target Service Area, or the awards made within a particular Target Service Area do not fully exhaust the available funds, UCS reserves the right to reallocate those funds to other Target Service Areas.

If Awarded Contractor is an organization that currently holds a contract for these or similar services, such award of new funds may be prorated for any overlapping term of the existing contract(s) with this award, as determined by UCS in its sole discretion. In addition, any Awarded Contractor currently holding an agreement with UCS for these or similar services may be required to consolidate to one contract if required by UCS in its sole discretion.

Applicants may only apply to deliver services individually and UCS will not consider joint applications from co-applicants. Applicants may, however, subcontract with other entities in the standard delivery of guardianship services, such as legal services.

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

IV. MINIMUM QUALIFICATIONS

Minimum Qualifications:

- Applicants must be not-for-profit entities, typically organized under the Not-for-Profit Corporation Law, and must submit proof of charities registration or an exemption from the Attorney General’s Charities Bureau portal with the application. Eligible entities must also submit proof of tax-exempt status under the Internal Revenue Code.
- Within three months of contract award, applicants must have a physical office in at least one county within the Target Service Area for which they are applying.
- Must currently provide community services, for example, ongoing human service programs, supports or direct services, within the Target Service Area being applied for. The proposer must submit three (3) references from local entities or stakeholders showing ties to the Target Service Area being applied for.

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

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

V. PROJECT SERVICES

Awarded applicants shall be required to provide comprehensive guardianship services pursuant to New York State Mental Hygiene Law Article 81 for indigent incapacitated persons as appointed by the Supreme Court, County Court or Surrogate Court of the State of New York. Unless otherwise approved by UCS, applicants must be able to serve and maintain a caseload of at least seventy-five (75) clients annually, in addition to existing clients (unless good cause is shown), per \$1,000,000 in annual funding that is requested, which will be reflected in any resulting contract. In the event that the annual funding awarded is less than \$1,000,000, the required caseload shall be prorated proportionately to the level of funding received. For example, an annual award of \$500,000 would require the applicant to maintain a caseload of at least thirty-eight (38) clients annually, in addition to existing clients, unless otherwise approved by UCS.

Services shall be person-centered, trauma-informed, least restrictive, and designed to promote autonomy, safety, and well-being while ensuring full compliance with court orders and statutory mandates.

In accordance with MHL Article 81, awarded applicants must:

- Conduct regular in-person visits with IPs.
- Perform Personal Needs management as defined in Article 81 of the Mental Hygiene Law.
- Perform Property Needs management as defined in Article 81 of the Mental Hygiene Law.
- Accept court appointments in a timely manner, meet with the IPs within required statutory timeframes, and review all relevant court documents, including Orders and Judgments, reports, and Findings of Fact.
- Conduct a comprehensive initial assessment of the IP's financial, medical, residential, and social service needs in accordance with New York State Mental Hygiene Law Article 81.
- Develop and implement a person-centered care plan that reflects the IPs needs, preferences, and court-authorized powers.
- Services shall include arranging appropriate medical, psychiatric, and therapeutic care; securing safe and suitable housing; coordinating home care, rehabilitation, and community-based supports; and ensuring access to all eligible public benefits, including SSI, SSDI, and Medicaid.

- Advocate for the IP’s expressed wishes, promote the least restrictive interventions consistent with New York State Mental Hygiene Law Article 81, and maintain regular in-person contact in accordance with statutory requirements and court directives.
- Marshal and inventory all assets of the IP, establish appropriate guardianship bank accounts, and implement sound financial management systems.
- Develop and administer a budget based on the IP’s income and assets, pay all necessary and reasonable expenses—including housing, utilities, and medical costs—and apply for and maintain eligible public benefits.
- Safeguard the IP’s property against financial exploitation and fraud and seek court approval for major transactions as required under New York State Mental Hygiene Law Article 81.
- File Initial and Annual Reports in accordance with the requirements of New York State Mental Hygiene Law Article 81 and court directives, maintain detailed and accurate case records, and comply with all applicable training and certification mandates.
- Appear in court as required and respond promptly to all court inquiries and directives.
- Respond promptly to emergencies affecting the IPs health, safety, or financial stability and coordinate with hospitals, Adult Protective Services, and other appropriate agencies to address urgent needs.
- Petition the court for emergency relief when necessary pursuant to New York State Mental Hygiene Law Article 81.
- Comply with all other requirements as set forth in applicable statutes, laws, regulations, rules, and court orders.

VI. INSURANCE REQUIREMENTS

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

VII. AWARD SELECTION CRITERIA AND METHOD OF AWARD

Tier I: Minimum Qualifications (Threshold Pass/Fail)

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

Tier II: Evaluation and Scoring

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

The technical criteria and the reasonableness of cost of each proposal will be reviewed and rated by a team of qualified UCS staff. **Applicants must submit a Proposed Service Delivery narrative that includes a description of proposed service delivery for each Target Service Area for which they are applying.**

Scores for Organizational Capacity, Proposed Service Delivery, and Reasonableness of Cost will be averaged across all scorers to determine an average score for each Target Service Area. Points will be awarded as follows:

<u>Technical Criteria</u>	<u>Maximum Points</u>
Organizational Capacity	30
Proposed Service Delivery	50
Reasonableness of Cost	20
Maximum Points	100

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

Tier III: Final Evaluation

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

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

VIII. REQUIRED DOCUMENTS

General Requirements

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

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

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

a. Narrative Description - Organizational Capacity

Note: Only one (1) narrative for Organizational Capacity is required regardless of the number of Target Service Areas applied for.

Applicants must submit a narrative description of no more than ten (10) pages addressing all of the organizational capacity requirements listed below:

1. Describe your organization's mission.
2. Describe your organization's current scope of guardianship services and years of experience in providing agency guardianship services.
3. Describe your organization's revenue sources and resource development plan.
4. Describe your organization's approach to defining performance goals and strategic objectives.
5. Describe how your organization maintains alignment, establishes accountability, and optimizes operations by monitoring key performance indicators against goals, conducting performance reviews, and securing stakeholder feedback; and describe the process by which ongoing necessary adjustments are made.
6. Describe your organization's current staffing plan.
7. Describe your organization's in-person and remote work policies and how service provision is impacted.
8. If your organization currently provides agency guardianship services, is your organization in compliance with all required MHL Article 81 reports for each client? If not, how many reports are late, and by what duration?
9. Provide the following information:
 - (a) Complete the chart below to indicate: (i) The number of full Board meetings held; and (ii) the number of those meeting held where a quorum was present;
 - (b) A list of active Board subcommittees, including frequency of meetings for each;
 - (c) The total amount of financial support given by the Board in state fiscal year 2024-2025;

- (d) The percentage of Board members contributing financial support to the agency;
- (e) Other forms of support or volunteer service provided by Board members;
- (f) The mechanism and process the Board uses to evaluate the performance of the Executive Director/Chief Executive Officer;
- (g) The mechanism and process the Board utilizes to ensure the organization’s continued effective performance through succession planning;
- (h) A description of the organization’s conflict of interest policy and whistleblower policy;
- (i) Composition of the organization’s current Board of Directors using the Board Composition Summary in Exhibit 7; and
- (j) A description of how the organization has recruited or plans to recruit a Board that reflects the diversity of the community the organization serves or will serve. If the organization has faced or faces particular challenges recruiting a diverse panel of Board members, explain the challenges, strategies that have been attempted, and possible new approaches being considered.

	Calendar Year 2023	Calendar Year 2024	Calendar Year 2025
Number of Full Board Meetings Held			
Number of Full Board Meetings Held with a Quorum			

10. What types of fiscal reports, including to the NYS Attorney General Charities Bureau, are you presently required to provide? Please explain whether required fiscal reports have been submitted timely during the past five years; if any required.
11. Describe the role of program staff in developing and monitoring programmatic budgets. For multi-purpose agencies, describe the role of program staff specific to the development and monitoring of the guardianship program budget.
12. Has your organization ever been the subject of a complaint or an investigation? If so, describe the number of instances and the outcomes?

b. Narrative Description – Program Capacity and Proposed Service Delivery

Note: One (1) Narrative Description-Program Capacity and Proposed Service Delivery is required per Target Service Area applied for.

Applicants must submit a description of no more than ten (10) pages addressing all of the program capacity and proposed service delivery requirements listed below:

1. Describe how many indigent IPs (clients) your organization proposes to serve annually in the Target Service Area(s) with the funding available to ensure that clients personal needs and/or property management needs including legal, financial, mental and physical health, and housing needs are appropriately met. Please include a description of the differences in your service delivery approaches when clients live in institutionalized settings versus when they live in the community, either alone or with family or friends. Please include a description of how your organization manages cases with complex needs.
2. Describe the existing or proposed policies and practices your organization has in place: (a) to exercise the utmost care and diligence when acting on behalf of IPs; (b) to exhibit the utmost degree of trust, loyalty and fidelity in relation to the IPs; and (c) that will afford IPs the greatest amount of independence and self-determination with respect to their personal needs and property management in light of their functional level and desires with regard to managing the activities of daily living.
3. Describe your organization’s existing or proposed case rejection policies and practices. Include a description of when you request to be removed as guardian from cases.
4. Describe your organization’s approach to notifying a client’s residential institutions, hospitals, friends, and family of your role as agency guardian.

5. Describe your organization's proposed intake process and service delivery plan development for clients. Include a description of your procedures assessing a client's financial, medical, residential, and social service needs, and for marshaling and inventorying assets, establishing guardianship accounts, and implementing financial management systems to maintain and support the IPs and their dependents, and that will effectively safeguard and manage the IP's resources and support their independence.
6. Describe how your proposed program will address the need for guardianship services in the Target Service Areas to be served. Include in your narrative: (a) How your agency assessed the need in those areas; (b) How the agency will attempt to meet the need in those areas; and (c) How the agency determined its approach to meet the need in those areas.
7. Describe your organization's processes for performing ongoing service needs assessments for clients, how the needs are met, and how the delivery of services is documented.
8. Describe the mechanisms that the agency will use to monitor the quality of guardianship services for each client. Include information about training, continuing education, evaluation, supervision of cases, oversight, and any other pertinent processes or mechanisms, including how the agency will monitor the quality of services delivered by subcontractors for specific professional services, if any. Reference rather than attach any written materials.
9. Describe your organization's existing or proposed policies and practices to ensure the housing stability of clients, including the effective provision of representation in eviction proceedings, foreclosures, and evictions from nursing homes and/or assisted living facilities. Include a description of your organization's service and support practices if clients become unhoused.
10. Describe your organization's existing or proposed policies and practices for providing client services and working with co-guardians when your agency is appointed as a co-guardian.
11. Describe your organization's inclusion of friends and family of clients in decision-making regarding the care of clients. Include a description of any dispute resolution practices that are utilized.
12. Provide a detailed communication plan to maintain an effective relationship with the referring courts. The plan should address: (a) How your organization will receive and maintain referrals from courts of competent jurisdiction, including notifying the court of openings for referrals; and (b) Any factors known to the organization's staff or directors that could inhibit the development of a productive referral relationship with any judge or court employee in the counties to be served.
13. Describe the organization's policies and utilization of the components of its technological infrastructure to: (a) Communicate with staff, referral sources, other service providers, hospitals, institutional and residential facilities, banks, social services and public benefit agencies, and

clients to ensure that high-quality guardianship services are delivered to clients; (b) Ensure the comprehensive, accurate, and timely submission of all required MHL Article 81 Reports for each client; and (c) Train and educate staff, referral sources, service partners, and others.

14. Describe the organization’s case management system and data collection existing or proposed policies and practices. Describe how the organization: (a) Collects, monitors, and analyzes detailed and accurate case data for program development, resource management, and evaluation and improvement of service delivery; and (b) Has the capacity to develop quantitative and qualitative data reports of all of services provided to each client.
15. Describe how the organization will ensure compliance with statutory, regulatory, and court-ordered requirements, including how the organization will ensure that: (a) Staff comply with only those guardian powers provided in the court order for each client, and petition the court when additional powers are needed; (b) Staff comply with training requirements as well as requirements for visits with assigned clients, including documentation; (c) Required MHL Article 81 Reports—including Initial, Annual, and Final Accounts of Guardians—are prepared comprehensively and submitted timely and accurately; and (d) Staff comply with the process for terminating guardianships, when needed.
16. (a) Attach the job descriptions (and resumes if staff are identified) of all staff and a proposed organizational chart. Resumes should be limited to one page per person; (b) Provide a staffing plan for the program which includes the functions of each staff category included in the projected budget; (c) Describe the capacity of the organization to administer the proposed program with the existing staffing structure; and (d) Include descriptions of the proposed supervisory structure and supervisory practices of the program. If services will be delivered by any subcontractors, define the scope of their duties and summarize their qualifications.
17. Describe the specific practices and methods by which the organization will attract and maintain a diverse and culturally competent workforce and environment (beyond meeting the requirements of the laws governing discrimination of individuals in protected classes).

c. Line-Item Budget Proposal

Note: If applying for multiple Target Service Areas, a separate Required Budget Form is required for each Target Service Area.

Applicants must submit a line-item budget proposal for the initial twelve (12) month period of the Contract Term. The budget must be submitted on the Required Budget Form available at: <https://www.nycourts.gov/grants-contracts-procurement/current-solicitations>. Proposals listing total budgeted costs in excess of the maximum annual allocation by Target Service Area set forth in **Exhibit 5** may be subject to disqualification. Proposals align with the requirements of the UCS Financial Planning and

Control Manual, Contracts with Not-for-Profits, available at:

https://www.nycourts.gov/LegacyPDFS/admin/financialops/FPCM-PDFs/V2_contracts/Financial-Planning-and-Control-Manual-NotforProfit-Contracts.pdf. Note that there shall be no other charge, cost, reimbursement, or expense of any kind payable by UCS in connection with or arising from the performance of the Project Services. The Awarded Contractor shall be solely responsible for all costs and expenses incurred in connection with the performance of Project Services that are not expressly included in its budget.

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

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

d. Narrative Description – Proposed Budgeted Costs

Note: If proposer is applying for multiple Target Service Areas, a separate narrative for Proposed Budgeted Costs is required for each Target Service Area.

Applicants must submit a narrative description of no more than three (3) pages per Target Service Area they are applying for. If applying for more than one Target Service Area, you must submit a separate narrative tailored for each Target Service Area that addresses all of the proposed budgeted cost proportions listed below:

1. Describe the organization's personal service costs, including all proposed positions and fringe benefits. Discuss how the proposed staffing plan promotes the capacity to manage complex matters (e.g., legal issues, financial issues).
2. Describe the organization's projected occupancy costs for the annual operating budget, including the addresses of any office space either leased or owned in the applicable region.
3. Indirect or administrative costs may be included in the program budget as part of the annual operating budget. Indirect costs are limited to the de minimis rate of 15% of direct costs unless the vendor submits documentation to UCS of a federally approved indirect cost rate agreement or a rate approved by a state agency or municipality that is the primary (cognizant) funder of the organization (an "Approved ICR"). Any Approved ICR will be capped at 25% for the UCS contract resulting from an award under this RFP.

4. Describe the organization’s non-personal service (NPS) costs for the annual operating budget. The NPS description must include a brief description of how each expense category relates to the provision of Project Services.

e. Additional Documents

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

- Organizational Chart
- IRS Correspondence indicating applicant’s tax-exempt status (if applicable)
- Most recent Attorney General Charities Bureau Annual Report (if applicable)
- Board of Directors Composition Summary (See Exhibit 6)
- Certificate of Incorporation, By laws, or equivalent document with all amendments
- Copy of Insurance Certificates, or other adequate proof evidencing the insurance coverage requirements
- Most recent audited annual financial statement

IX. SUBMISSION OF PROPOSAL

a. Proposal Delivery

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

Proposals must be clearly addressed and submitted to:

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

All envelopes/cartons must also be labeled with the following information on two sides:

**“Deliver immediately to JeAna Oliver”
“Sealed Application - Do not open”
“RFP # OCA-DGCP-070 Guardianship Services for Indigent Incapacitated Persons: Direct Services
NYC, 7th, 8th, 9th and 10th Judicial Districts
– Due August 14, 2026, at 2:00 PM Eastern”**

b. Submission Deadline

Applications must arrive at the address above by no later than August 14, 2026, at **2:00 PM Eastern**. Any application received after this deadline will be declared late and may be disqualified. Notwithstanding the foregoing, a late application may be accepted by UCS in its sole discretion if: (i) an insufficient number of timely applications meeting the requirements of this RFP are received; or (ii) the applicant has satisfactorily demonstrated to UCS that the late application was caused solely by factors outside the control of the applicant. However, in no event shall UCS be obligated to accept a late application, and in making such determination, UCS will consider whether accepting a late application would materially benefit or disadvantage a particular applicant. It is recommended that applicants allow several extra days for shipping in order to meet the deadline.

c. Amendment of Proposals

Proposers may only amend submitted proposals prior to the Bid Submission Deadline Date. Amended proposals must be submitted in packaging which clearly indicates “Amended Proposal for RFP # OCA-DGCP-070.” Amended proposals must be signed by an individual who is duly authorized to amend the bidder’s original proposal. Amended proposals must be submitted in the same manner as original proposals described herein. Amended proposals received by UCS after the Bid Submission Deadline Date will be rejected for lateness.

d. Withdrawal of Proposal Prior to Bid Submission Deadline Date

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

e. Bidder Confidential/Proprietary Information

If applicable, bidders should specifically identify those portions of the proposal deemed to contain confidential or proprietary information or trade secrets and must provide justification why such material, upon request, should not be disclosed to parties other than UCS. Bidders are advised that any material deemed confidential by bidder may still be subject to disclosure in connection with any governmental or judicial proceeding or inquiry or as may be required by applicable law, including, but not limited to, Article 6 of the New York Public Officers Law (Freedom of Information Law). Such confidential/proprietary information must be in a separate folder from the non-confidential sections of the proposal.

f. No-Bids

Proposers deciding not to answer this RFP are requested to send a no-bid letter to OCA, Attn: JeAna Oliver, 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-070. No-bid letters may alternatively be sent by email to JOliver@nycourts.gov. Please indicate in “Subject” field: RFP # OCA- DGCP-070 – No-Bid.

X. QUESTIONS

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

JeAna Oliver

JOliver@nycourts.gov

Please indicate in “Subject” field: RFP # OCA- DGCP-070 Question(s)

The deadline to submit questions is Friday, July 17, 2026 **at 2:00 PM 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 www.nycourts.gov/admin/bids in the Addenda column for the appropriate solicitation and emailed to the applicants list promptly after this deadline.

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

XI. PRE-BID CONFERENCE

A pre-bid conference will not be held.

XII. GENERAL SPECIFICATIONS

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

Access to Court Facilities

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

access protocols, or parking restrictions to facilitate Awarded Contractor's entrance to or egress from court facilities unless required to do so by law.

Binding Nature of Bid/Proposal on Bidders

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

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.

Confidential/Proprietary Information

If applicable, applicants should specifically identify those portions of the proposal deemed to contain confidential or proprietary information or trade secrets, and, upon request, must provide justification why such material should not be disclosed to parties other than UCS and the Offices of the New York State

Attorney General and Comptroller. Applicants are advised that any material deemed confidential by applicant may still be subject to disclosure in connection with any governmental or judicial proceeding or inquiry or as may be required by applicable law, including but not limited to Article 6 of the New York Public Officers Law (Freedom of Information Law). Such confidential/proprietary information must be easily separable from the non-confidential sections of the proposal.

Confidentiality and Data Security

Awarded Contractor acknowledges that any and all information, records, files, documents, or reports contained in any media format provided to the Awarded Contractor by the 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.

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

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

Contract Terms

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

Federal Requirements

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

Financial Stability

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

Implied Requirements

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

Indemnity

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

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

Inspection of Bidder's/Awarded Contractor's Facilities

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

Intellectual Property

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

Minor Bid Irregularities

Provided the same will not materially benefit or disadvantage any particular bidder or substantially alter the requirements of this bid, UCS may: (i) waive technicalities; (ii) waive minor irregularities, omissions or 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.

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.

Online RFP Package: Disclaimer

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

Payment

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 Required Budget Form, there shall be no other charge, cost, reimbursement or expense of any kind payable by UCS in connection with, or arising from, Awarded

Contractor's performance of the services set forth herein. Awarded Contractor shall be solely responsible for all costs and expenses incurred in connection with the performance of such services.

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

Rejected and Unacceptable Bids/Proposals/Awards

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

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

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

Responsible Bidder

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

Silence of the Specifications

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

Subcontracting

Subcontracting, and any other transfer of any duties or obligations to be performed hereunder, will be permitted only with the prior written consent of UCS to the proposed subcontractors. 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 Awarded 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.

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

Termination

A. FOR CONVENIENCE

By written notice, the Contract may be terminated at any time by UCS for convenience upon thirty (30) days' written notice without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or purchase order that has been issued under the Contract

prior to the date of such termination. If the Contract is terminated pursuant to this paragraph, UCS shall remain liable for all accrued but unpaid charges incurred through the date of termination.

B. FOR BUDGET MODIFICATION

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

C. FOR CAUSE

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

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

D. FOR FINDINGS RELATED TO VENDOR RESPONSIBILITY

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

E. FOR SUSPENSION OR DELISTING OF CONTRACTOR'S SECURITIES

If the Awarded Contractor's securities are suspended or delisted by the New York Stock Exchange, the American Stock Exchange, or the NASDAQ, as applicable, if the Awarded Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, UCS may, in its sole discretion, terminate the Contract immediately or exercise such other remedies as shall be available under the Contract, at law, or in equity.

Unified Court System Self-Insurance

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

EXHIBIT 1

DOCUMENT ENCLOSURE CHECKLIST

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

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

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

- ___ Proposal Cover Sheet (Exhibit 2)
- ___ Vendor Assurance and Conflict-of-Interest Disclosure (Exhibit 3)
- ___ Narrative Description – Organizational Capacity (Article VII (a))
- ___ Narrative Description – Program Capacity and Proposed Service Delivery (Article VII (b))
- *(Include a separate Proposed Service Delivery narrative per Target Service Area for which is being applied)**
- ___ Line-Item Budget Proposal (Article VII (c))
- ___ Narrative Description -- Proposed Budgeted Costs (Article VII (d))
- ___ Copy of Applicants Signed Lease Agreement or the equivalent
- ___ Three (3) references from local entities or stakeholders showing ties to the Target Service Area being applied for.
- ___ Certificates of NYS Workers’ Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. (See Exhibit 4 “Insurance Requirements” for a list of accepted forms).
- ___ Copies of applicant’s certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications (See Exhibit 4 “Insurance Requirements” for a list of accepted forms).
- ___ Organization Chart
- ___ IRS Correspondence indicating applicant’s tax-exempt status (if applicable)
- ___ Board Composition Summary (Exhibit 6)
- ___ Certificate of Incorporation or equivalent document with all amendments, and by-laws

_____ Attachment I - Standard Request for Bid Clauses & Forms

Q p.3 - Non-Collusive Bidding Certificate

Q p.4 - Corporate Acknowledgment

N/A Attachment II – Not Applicable

_____ Attachment III – Vendor Responsibility Questionnaire filed online via Office of State Comptroller
VendRep System and certified within 6 months of the bid opening date, or paper questionnaire

_____ Attachment IV – Procurement Lobbying forms Disclosure of Prior Non-Responsibility
Determination (UCS 420) Affirmation of Understanding and Agreement (UCS 421)

EXHIBIT 2

PROPOSAL COVER SHEET

Guardianships for Indigent Incapacitated Persons: Direct Services

NYC, 7th, 8th, 9th and 10th Judicial Districts

Legal Name of Applicant	
Executive Director/CEO	
Address	
Phone	
Fax	
Email	
Website Address (not required)	
Federal Tax Identification No. (TIN)	
Total Funding Requested by Target Service Area	
New York State Charities Registration Number (If exempt, please explain)	
Years in Operation	
List All Target Service Areas for Which Funding is Requested	

Vendor's Primary Contact for Proposal Matters:

NAME:
STREET:
CITY:

STATE: ZIP:
TELEPHONE NUMBER: EMAIL:

Verification:

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

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

EXHIBIT 3

VENDOR ASSURANCE AND CONFLICT-OF-INTEREST DISCLOSURE

TO BE COMPLETED ON OFFEROR'S LETTERHEAD

Date:

Je'Ana Oliver
Assistant Court Analyst
NYS OCA Office of Grants, Contracts and Procurement
2500 Pond View, Suite 104
Castleton-on-Hudson, NY 12033

Dear Ms. Oliver:

Re: RFP # OCA-DGCP-070Guardianship Services for Incapacitated Persons: Direct Services NYC, 7th, 8th, 9th, and 10th Judicial Districts

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-070 Guardianship Services for Incapacitated Persons: Direct Services NYC, 7th, 8th, 9th, and 10th Judicial Districts. The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP.

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

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

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

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

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

- A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental agencies, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

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

Signature
[INSERT OFFEROR SIGNATORY NAME]
[INSERT TITLE]
[INSERT OFFEROR COMPANY NAME]

EXHIBIT 4

INSURANCE REQUIREMENTS

Awarded Contractors will be required to maintain the following insurance coverage during the term of the Contract:

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

Proof of Workers' Compensation Coverage

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

Proof of Disability Benefits Coverage

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

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

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

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

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

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

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

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

Commercial general liability insurance coverage must be obtained from commercial insurance carriers licensed in, or otherwise authorized to do business in, the State of New York. Proof of applicant's commercial general liability insurance coverage must be submitted with the proposal. Applicants awarded funding will be required to submit an updated certificate that meets the requirement outlined below under "Insurance Compliance" 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 proposal. Applicants awarded funding will be required to submit an updated certificate prior to finalization of the contract. Such insurance must meet the requirements below under "Insurance Compliance" and shall cover the premises owned or rented by the vendor in an amount not less than the full insurable value (replacement value) of the real property unless otherwise approved in writing by UCS. The certificate must name UCS as an additional insured and loss payee.

4. Professional liability insurance in the amount of \$1,000,000 for all of applicant's professional employees that will perform with UCS funding. Proof of applicant's professional liability insurance coverage must be submitted with the proposal. 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

OCA-DGCP-070 Guardianship Direct Services NYC, 7th, 8th, 9th and 10th Judicial Districts

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Due Friday, August 14, 2026, at 2:00 PM Eastern

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.

EXHIBIT 5

MAXIMUM AGGREGATE FUNDING AVAILABLE BY TARGET SERVICE AREA

<u>Target Service Area</u>	Estimated Available Funds Not-to-Exceed, 12-month period
NYC: Kings, NY, Bronx, Richmond and Queens Counties	\$3,500,000
7 th Judicial District: Livingston, Monroe, Ontario, Seneca, Steuben, Wayne, and Yates Counties	\$500,000
8 th Judicial District: Allegany, Erie, Chautauqua, Niagara, Orleans, Wyoming, Genesee, and Cattaraugus Counties	\$1,000,000
9 th Judicial District: Westchester, Rockland, Dutchess, Putnam and Orange Counties	\$1,000,000
10 th Judicial District: Nassau and Suffolk Counties	\$1,000,000

