



NEW YORK STATE UNIFIED COURT SYSTEM

Office of Court Administration
Division of Grants, Contracts and Procurement

Request for Proposals #OCA-DGCP-052
Fairness and Dignity Educational and Training Programs

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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>

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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 UCS Office of Court Administration’s (“OCA”) Division of Grants, Contracts and Procurement (“DGCP”) is soliciting proposals via this Request for Proposals (“RFP”) for the purpose of developing and implementing training and educational programs to promote fairness, dignity and respect for litigants, stakeholders, staff, and Judges within the UCS.

II. PROJECT INFORMATION

This RFP seeks proposals from qualified applicants that will develop and deliver comprehensive annual, role specific educational and training programs to promote fairness, dignity and respect for litigants, stakeholders, staff and judges (“the Project”). The Project contains two components. One component is video-recorded programming relevant to the subject matter for the following audiences: 1. UCS Judges, 2. UCS Staff, and 3. Town and Village Justices and Court Clerks. The other component is in-person trainings held annually for UCS Judges.

The Awarded Contractor will assess and utilize existing research and data (to be provided by UCS) to determine the topics of each training program. UCS anticipates up to fifteen (15) virtual training programs which will be created and uploaded to the UCS’ Learning Management System (“LMS”) as video presentations, and up to three (3) in person training programs held each year in New York State. The Awarded Contractor must also develop supplemental materials pursuant to the resulting contract, specified below in Article V. Project Services.

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

EVENT	DATE
RFP Issue Date	Wednesday, July 8, 2026
Question Due Date	Friday, July 24, 2026 at 2PM Eastern
Proposal Submission Deadline Date	Friday, August 14, 2026 at 2PM Eastern
Selection of Finalists	Estimated, Week of August 24, 2026
Training Video Demonstration by Finalists, if Requested	Estimated, Week of August 31, 2026
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 single contract (“Contract”) will be awarded to an 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”).

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 AND MANDATORY REQUIREMENTS

Minimum Qualifications

Proposals will be considered only from applicants who meet the following minimum qualifications:

- Individuals or organizations with at least five (5) years of experience developing curriculum for executive level trainings.
- Individuals or organizations with at least five (5) years of experience in the video production field. This provision may be achieved by the applicant with five (5) years of experience or a subcontractor with five years of experience with appropriate documentation provided in the proposal.

Mandatory Requirements

- The training programs (whether in person or virtual) developed under this RFP will be the sole property of the UCS as specified in Appendix B hereof. UCS will obtain and retain all rights, title, and interest in the programs, including but not limited to any content and supplemental

materials. The Awarded Contractor will not retain any ownership or licensing rights to the training programs except as provided in Appendix B, Section 4 to the extent applicable, and may not reproduce, distribute, or otherwise use the training programs for any other purpose without the express written consent of NYS UCS.

V. PROJECT SERVICES

UCS seeks proposals to provide the services listed below (“Project Services”). The Awarded Contractor will be responsible for the following:

1. Needs Assessment and Content Planning

- Conduct a comprehensive review of existing UCS educational materials and data, including feedback from recently completed climate and belonging survey and focus groups.
- Determine and propose subject matter topics for each training program based on this information above. The climate and belonging survey was an online, anonymous survey shared with staff across the UCS. The goal of the climate and belonging survey was to attain an understanding of the UCS’ workplace culture and interpersonal dynamics, staff’s comfort in addressing issues related to identity difference, and perspectives on the impact of identity dynamics on the work of the courts. In addition to these employee engagement measures, the climate and belonging survey helped to inform best practices, such as experiences of belonging, respect, investment; alignment of manager behavior to organization’s goals; workplace flexibility; feedback on policies and initiatives; support by HR; and/or other relevant constructs.

2. Curriculum Development

a. Annual Virtual Training Programs

- Design and implement virtual educational and training programs tailored to specific roles within the UCS, including judges, non-judicial staff, court public safety officers, and Town and Village Judges and Court Clerks utilizing the UCS’s existing research and data analysis.
- Perform periodic assessments throughout the implementation of the training programs to determine efficacy using feedback from focus groups and Judicial District public satisfaction surveys.
- Ensure that all educational content supports the core principles of fairness, dignity, respect, and procedural justice.
- UCS anticipates up to three (3) virtual training programs annually, which may be live interactive or recorded for future use. The duration of the virtual training programs will be determined by the Awarded Contractor in consultation with UCS based on the research and periodic assessments.

b. Annual In-Person Training Programs

- Develop and deliver in-person structured presentations utilizing the existing research and data analysis for Judicial Leadership to incorporate the fairness and belonging objectives of the UCS.
- Ensure that all educational content supports the core principles of fairness, dignity, respect, and procedural justice.
- UCS anticipates up to three (3) in-person training programs per year.

3. Instructional Design and Delivery

- Ensure that each training program is engaging, interactive where appropriate, and pedagogically sound.
- Design all video-based content to be professionally recorded and suitable for self-paced learning through UCS' LMS.

4. Technology and Compatibility

- Ensure all recorded learning modules and materials are fully compatible with the courts' LMS.
 - a. If content is being delivered as a SCORM file, it must be in SCORM 2004 format and must be 1GB in size or less.
 - b. If the content is delivered as a video file, it must be in MP4 format and less than 500MB in size.
 - c. All related artwork used for thumbnails must be the same dimensions for width and height and cannot be larger than 500px by 500px .
- The Awarded Contractor shall provide all original source materials and project files used in the development of training modules. This includes, but is not limited to, editable files from eLearning authoring tools (e.g., Articulate Storyline, Adobe Captivate, iSpring), video project files, scripts, graphics, and any other assets necessary to modify or reproduce the training content. These materials shall become the sole property of UCS in accordance with the ownership provisions outlined in this RFP and Appendix B. Delivery of these materials shall occur upon final acceptance of each training module or upon request by UCS.
- Coordinate with UCS' Division of Technology and Court Research ("DoTCR") staff to ensure appropriate integration and functionality.

5. Supplemental Materials

- Develop accompanying training materials such as scripts, resource materials (e.g. articles, exercises), facilitator guides, bench cards, handouts, workbooks, and evaluation tools to facilitate both video and in-person trainings.

6. Evaluation and Continuous Improvement

- Design and implement pre- and post-training evaluation tools to measure learning outcomes and program effectiveness. Pre- and post-training evaluations are required only for new trainings. They are not required for repeat trainings or previously delivered sessions.
- Provide a summary of findings and recommend improvements for future iterations of the trainings.
- Provide written updates on project milestones, submitted at agreed-upon intervals.

7. Project Management and Reporting

- Develop a detailed project timeline, milestones, and regular progress updates.
- Attend periodic check-ins with UCS stakeholders to review deliverables and adjust the scope as needed.

The number of trainings referenced herein is an estimate and may vary based on programmatic needs. No specific volume of training programs or sessions are guaranteed under this contract. The Awarded Contractor will work directly with the Office for Justice Initiatives to determine training needs and scheduling throughout the contract term.

VI. INSURANCE REQUIREMENTS

Awarded applicant 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

a. Award Criteria

A single award will be made pursuant to this RFP. The selected awardee must: (1) meet the minimum qualifications and mandatory requirements outlined in Article IV above; (2) be a responsible bidder as determined in accordance with the criteria in Article XII; and (3) receive the highest composite (average technical + cost) score in excess of the minimum score as determined by the selection criteria set forth herein.

Proposals will be reviewed and rated by a team of qualified UCS staff. The technical scores of each committee member will be averaged to determine a preliminary technical score for each proposal. UCS may deem one or more of the bidders with the top preliminary scores as preliminary finalists and ask that they provide a training video demonstration. Any such demonstration will be conducted in accordance with Section VII b (Training Video Demonstration) hereof. Final technical scores will be

combined with Cost Point Scores as described herein to arrive at a preliminary composite score. UCS may then recommend a bidder for award as indicated in this section, or request best and final offers (BAFOs) as described in Section VII (c) below. If BAFOs are requested, final cost score for each finalist bidder will be determined in accordance with Section VII (c). Final technical scores will then be combined with final cost scores to determine a final composite score among Finalist Bidders (hereinafter defined).

In the event of a tie composite score, the applicant with the higher cost score, i.e., lowest total cost, 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 (79%)	Maximum Points
Organizational Capacity	27
Project Service Delivery	65
Maximum Technical Points	92
Cost (21%)	25
Maximum Cost Points	25
MAXIMUM TOTAL POINTS	117

Cost submissions will be scored as follows:

The proposal with the lowest cost will be awarded maximum cost points (25); each higher cost proposal will be awarded points according to the following formula:

$$\text{Lowest cost proposal} \div \text{Higher cost proposal} \times 25$$

For example: Assuming the lowest cost proposal is \$100, and the next higher cost proposal is \$125, the \$100 cost proposal would be awarded 25 points and the \$125 cost proposal 20 points based on the following computation:

$$100 \div 125 = (.8) \times 25 = 20$$

Note: A minimum Technical Criteria point score of 60 (average of all evaluators) is required for an award to be made.

b. Training Video Demonstration

UCS reserves the right after rating and ranking the proposals based on preliminary average technical scores to invite one or more of the highest-scoring bidders to provide a sample training video demonstration to UCS personnel to review video production quality. The UCS evaluation committee

may revise technical scores based on the quality of video provided during the demonstration. Revised technical scores will be averaged among evaluators to develop a revised technical score. At least seven (7) calendar days prior to the scheduled demonstration, UCS will notify each invited bidder's primary contact for bid matters (as indicated in the bidder's Document Enclosure Checklist) of the date, time, and method of delivering the bidder's demonstration, and UCS will furnish such invited bidders with the criteria UCS will employ to evaluate each bidder's demonstration.

c. **Best and Final Offers (BAFOs)**

UCS may request BAFOs on price from the bidders that are susceptible to award based off their respective preliminary final scores ("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 **Error! Reference source not found.**, above. The BAFO cost score will be combined with the final technical score of each Finalist Bidder to determine final composite scores.

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**

Applicants must submit a narrative description of no more than five (5) pages addressing all of the organizational capacity requirements listed below:

1. Briefly describe the proposer's current principal activities and outline any plans to subcontract services, if applicable.
2. Describe the proposer's experience and expertise in providing trainings within the purview of fairness, dignity and respect in a workplace setting. Include a description of training programs. Include the number of trainings provided annually.
3. Describe the proposer's experience designing training programs for diverse audiences, including judges, non-judicial staff, public safety officers, and local court personnel.

4. Describe the proposer's familiarity with the structure of the courts in New York State.
5. Describe the proposer's subject matter expertise in promoting fairness, dignity, respect and procedural justice in a court setting and judicial environments.
6. Describe the proposer's plan for video production (e.g., equipment and/or existing vendor/subcontractor relations).

b. Narrative Description - Project Service Delivery

Applicants must submit a narrative description of no more than five (5) pages addressing all of the Project Service Delivery requirements listed below. The response should be organized into the following seven (7) sections, corresponding to the outlined scope areas:

1. Needs Assessment and Content Planning

- Describe the methodology for reviewing existing court educational materials and data.
- Explain how research, stakeholder feedback, and workplace culture will be assessed to inform the curriculum.
- Detail the approach for analyzing the recent Climate and Belonging Survey and translating those findings into relevant subject matter topics.
- Identify proposed strategies for engaging and collaborating with UCS stakeholders in the planning phase.

2. Curriculum Development

- Outline the process for designing and implementing both virtual and in-person educational and training programs tailored to specific roles within UCS (e.g., Judicial Leadership, Judges, non-judicial staff, court public safety officers, and Town and Village Justices and Court Clerks).
- Describe how the periodic assessments will be conducted throughout the implementation of the training programs to determine efficacy.
- Provide a proposed structure or example of how training programs will vary by audience.
- Explain how the training programs will reflect UCS' core principles: fairness, dignity, respect, and procedural justice.

3. Instructional Design and Delivery

- Describe the instructional design approach to ensure training programs are engaging, interactive, and aligned with adult learning principles.
- Detail plans for professional video production, including scripting, visuals, and use of subject matter experts.

- Explain the organization’s competency in adult learning principles and creating engaging, multimedia-based content.

4. Technology and Compatibility

- Describe the plan to work collaboratively with the UCS and the Office of Justice Court Support technology teams to ensure the virtual training programs are compatible with the LMS (see Section 5, Project Services, #4).
- Outline coordination plans for integration, testing, and troubleshooting.
- Address accessibility considerations to ensure compliance with the Americans with Disabilities Act (“ADA”) (e.g., captions, screen reader compatibility).

5. Supplemental Materials

- List the types of supporting materials that will be created (e.g., facilitator guides, bench cards, handouts, workbooks, and evaluation tools).
- Explain the design approach to ensure materials are consistent, clear, and aligned with each training program.
- Provide examples (if applicable) or descriptions of prior experience developing similar materials.

6. Evaluation and Continuous Improvement

- Describe the tools and methodologies to be used for pre- and post-training assessments.
- Explain how learning outcomes will be measured and how data will inform the efficacy of the virtual training programs.
- Include an example of how feedback and evaluation results will be reported and implemented in future iterations.

7. Project Management and Reporting

- Describe the format that will be used to track project milestones and provide UCS with regular progress updates.
- Provide a detailed time task plan.
- Identify key personnel involved in project oversight and delivery.
- Identify a point of contact for ongoing, direct UCS engagement during the contract term. This individual will be considered the Project Manager.

c. Project Resumes for Key Staff

Submit resumes for all key staff who will provide Project Services delivery. Resumes are excluded from the Narrative Description page limit. Key staff are the individuals assigned to the project whose roles, skills, or expertise directly affect project quality, timeline, or deliverables. Key staff include, but are not limited to: Project Manager, Needs Assessment Lead, Curriculum Developer, Instructional Designer, and Trainer/Facilitator.

d. Exhibit 6 Pricing Sheet

e. Budget Narrative

Applicants must submit a budget narrative that clearly explains and justifies all proposed fee-for-service rates included in the Pricing Sheet. The narrative should describe how each service cost was developed, outline the assumptions used, and explain how the proposed pricing aligns with the scope of work. All fees must be presented as fully inclusive, covering labor, equipment, materials, and any other expenses required to deliver the specified services.. Any travel required for in-person trainings must be approved by UCS in advance. Any costs for such travel will be reimbursed in accordance with the travel policies and procedures applicable to UCS employees available at [Financial Management and Control Manual | New York Courts](#).

f. 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.

IX. SUBMISSION OF PROPOSAL

a. Proposal Delivery

Applicants shall deliver ONE signed, hard copy original application, with all required documents, 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 proposals must also be labeled with the following information on two sides:

**“Deliver immediately to Alina Zielinski
“Sealed Application - Do not open”
“RFP # OCA-DGCP-052 Fairness and Dignity Educational and Training Programs**

– Due August 14, 2026 at 2PM”

Proposals will not be accepted electronically or by fax.

b. Submission Deadline

Applications must arrive at the address above by no later than **Friday, August 14, 2026, at 2PM.**

Any application received after this deadline will be declared a late 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 RFP are received, or (ii) the applicant has satisfactorily demonstrated to UCS that the late bid was caused solely by factors outside the control of the applicant. 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 Proposal Submission Deadline Date. Amended proposals must be submitted in packaging which clearly indicates “Amended Proposal for RFP # OCA-DGCP-052.” Amended proposals must be signed by an individual who is duly authorized to amend the bidder’s original proposal. Amended proposals should be submitted in the same manner as original proposals described herein. Amended proposals received by UCS after the Proposal Submission Deadline Date will be rejected for lateness.

d. Withdrawal of Proposal Prior to Bid Submission Deadline

A proposal may be withdrawn at any time prior to the Bid Submission Deadline. 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: **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-052. No-bid letters may alternatively be sent by email to AZielins@nycourts.gov. Please indicate in "Subject" field: RFP # OCA- DGCP-052 – No-Bid.

X. 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-052 Question(s)

The deadline to submit questions is Friday, July 24, 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 <https://www.nycourts.gov/grants-contracts-procurement/current-solicitations> 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.

A pre-bid conference will not be held.

XI. 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(s) must comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to fire, health, and safety codes. Awarded Contractor is defined as the successful proposer who is formally selected through the RFP evaluation process and ultimately enters into a legally binding contract to provide the requested goods or services.

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.

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.

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 awarded contract.

Independent Contractor Status

It is expressly understood and agreed that the awarded contractor's status shall be that of an independent contractor 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 contract (the "Work"), whether in written form, on tape, on computer-readable media, or in another tangible or intangible 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 contract at no additional cost to UCS.

Minor Bid Irregularities

Provided the same will not materially benefit or disadvantage any particular bidder or substantially alter the requirements of this bid, UCS may: (i) waive technicalities; (ii) waive minor irregularities, omissions or 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), Contractor shall notify UCS of any substantial change in the ownership, membership, or financial viability of the Awarded Contractor in writing immediately upon its occurrence. In addition to any other remedies available at law or in equity, UCS shall have the right to cancel the contract, in whole or in part, for cause, if it finds, in its sole judgment, that such substantial change adversely affects the delivery of services under the contract or is otherwise not in the best interests of UCS.

Online RFP Package: Disclaimer

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

Payment

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

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

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, except for travel and lodging, if required.

Other than the pricing submitted on the Exhibit 6 Pricing Sheet , except for travel and lodging, 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 Exhibit 6 Pricing Sheet . 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 Exhibit 6 Pricing Sheet will be prorated accordingly.

Pricing will remain unchanged during the Contract Term.

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. 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.

Termination

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, 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. FOR CONVENIENCE

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

B. FOR BUDGET MODIFICATION

1. Notwithstanding any other provision contained in this RFP, if the UCS Budget ("Budget") is modified (a "Budget Modification," defined in subsection 2 below) for any State fiscal year included in the term of the 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. FOR CAUSE

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

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

D. FOR FINDINGS RELATED TO VENDOR RESPONSIBILITY

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

E. FOR SUSPENSION OR DELISTING OF CONTRACTOR'S SECURITIES

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

Unified Court System Self-Insurance

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

Work for Hire

If Awarded Contractor 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 5 (Appendix B: Terms and Conditions Applicable to Materials Produced Under the Agreement).

EXHIBIT 1**DOCUMENT ENCLOSURE CHECKLIST**

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

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

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

- ___ Proposal Cover Sheet (Exhibit 2)
- ___ Vendor Assurance and Conflict-of-Interest Disclosure (Exhibit 3)
- ___ Narrative Description – Organizational Capacity (Article VIII (a))
- ___ Narrative Description - Project Service Delivery (Article VIII (b))
- ___ Project Resumes for Key Staff (Article VIII (c))
- ___ Exhibit 6 Pricing Sheet/Budget Narrative (Article VIII (e))
- ___ 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).
- ___ Attachment I - Standard Request for Bid Clauses & Forms
 - ☐ p.3 - Non-Collusive Bidding Certificate
 - ☐ p.4 - Corporate Acknowledgment
- N/A Attachment II – Not Applicable
- ___ Attachment III – Vendor Responsibility Questionnaire
 - ☐ questionnaire filed online via Office of State Comptroller VendRep System and certified within 6 months of the bid opening date, or
 - ☐ paper questionnaire
- ___ Attachment IV – Procurement Lobbying forms
 - ☐ Disclosure of Prior Non-Responsibility Determination (UCS 420)
 - ☐ Affirmation of Understanding and Agreement (UCS 421)

EXHIBIT 2

PROPOSAL COVER SHEET

Fairness and Dignity Educational and Training Programs

Legal Name of Applicant	
Executive Director/CEO	
Years of Experience	
Total Funding Requested	
Address	
Phone	
Fax	
Email	
Website Address (not required)	
Federal Tax Identification No. (TIN)	

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

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

Dear Ms. Zielinski,

Re: RFP # OCA-DGCP- DGCP-052 Fairness and Dignity Educational and Training Programs

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-052 (Fairness and Dignity Educational and Training Programs). 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 XI of the above-referenced RFP, Offeror hereby affirms (enter an "X" in the appropriate box):
 - ☐ An online Vendor Responsibility Questionnaire has been updated or created within the last six (6) months at the website of the Office of the Comptroller:
<https://onlineservices.osc.state.ny.us/Enrollment/login?1>
 - ☐ A hard copy Vendor Responsibility Questionnaire is included with the Proposal and is dated within the last six (6) months.
 - ☐ A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental agencies, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

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

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

Signature

[INSERT OFFEROR SIGNATORY NAME]

[INSERT TITLE]

[INSERT OFFEROR COMPANY NAME]

EXHIBIT 4

INSURANCE REQUIREMENTS

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

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

Proof of Workers' Compensation Coverage

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

Proof of Disability Benefits Coverage

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

Please note that an ACORD Certificate of Insurance is NOT acceptable proof of New York State workers' compensation or disability benefits insurance coverage. Applicants should obtain the appropriate Workers' Compensation Board forms from their insurance carrier or licensed agent, or follow the procedures set forth by the Workers' Compensation Board for obtaining an exemption from coverage. Required forms and procedures may be obtained on the Workers' Compensation Board website at www.wcb.ny.gov/ and click on 'Employers' 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 grant application. Applicants awarded funding will be required to submit an updated certificate naming UCS as a certificate holder, an additional insured, or loss payee, as appropriate, and providing for at least thirty (30) days advance written notice to UCS of cancellation or non-renewal. The updated certificate must be submitted prior to finalization of the contract. The commercial general insurance of Applicants awarded funding shall be primary insurance with respect to UCS.

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

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

must provide UCS (as a certificate holder) with at least thirty (30) days advance written notice of cancellation or non-renewal of coverage. Such insurance shall cover the premises owned or rented by the vendor in an amount not less than the full insurable value (replacement value) of the real property unless otherwise approved in writing by UCS.

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

EXHIBIT 5**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 20(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, and sublicensable license to use, reproduce, distribute, perform, display, and commercialize any deliverables to the fullest extent permissible and effective under applicable law, including the right to authorize third parties to do any of the foregoing activities. 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. UCS may use Contractor's Property for any purpose related to UCS's operations, including internal use, regulatory and legislative submissions, grant applications and reporting, sharing with UCS' counsel and auditors, public release findings, and use by third-party contractors engaged by UCS to provided that such third parties use is solely in performance of services for UCS.

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.

EXHIBIT 6

PRICING SHEET

See excel file.