

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID—

(This is not an order)  
**BID MUST BE MADE ON THIS SHEET  
 OR AS OTHERWISE SPECIFIED**

**NYS OFFICE OF COURT ADMINISTRATION  
 CONTRACT & PROCUREMENT ADMINISTRATION  
 42 KARNER ROAD  
 ALBANY, NY 12205**  
 (Agency Name and Address)

Direct Inquiries to: **BETTY FALTERMEIER**  
 Telephone No.: **(518) 869 - 4732**

Price to include delivery to (describe exact location and method of delivery)

Per RFP Specifications

<b>Bid Number:</b> OCA/CPA- 300	<b>Commodity Group:</b>
<b>Opening Date:</b> 11/03/04 <b>Time:</b> 11:00 AM	<b>Commodity Name:</b> COMMUNITY DISPUTE RESOLUTION CENTERS

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" (DECEMBER 1998) ARE FULLY INCORPORATED HEREIN.

<p>Agency's Specification of item(s) Required (include quantities)</p> <p><b>UCS ATTACHMENT I ATTACHED &amp; INCORPORATED              HEREIN.</b></p>	<p>Bidder's Quotation and Specific Description of Item Offered</p> <p><b>ALL BID RESPONSES <u>MUST</u> BE ENTERED ON THE              ENCLOSED BID RESPONSE FORM UNLESS SPECIFIED              OTHERWISE HEREIN.</b></p>
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**NOTICE TO BIDDERS**

Pursuant to the Rules and Regulations of the Chief Administrator for the Courts, sealed bids for furnishing the item(s) in this Request for Bid will be received at the above address. When submitting a bid, you must:

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

3. Sign the bid. The bid must be completed in the name of the bidder (corporate or other) and must be fully and properly executed by an authorized person.

4. INDICATE THE BID NUMBER, THE BID OPENING DATE AND TIME ON THE ENVELOPE CONTAINING THE SEALED BID.

5. Mail the bid to the above agency address in sufficient time for it to be received before the specified bid opening. **LATE BIDS WILL BE REJECTED.**

BIDDER HEREBY CERTIFIES THAT THE ABOVE QUOTED (OR OTHERWISE NOTED) PRICES ARE APPLICABLE TO ALL CUSTOMERS FOR COMPARABLE QUANTITIES, QUALITY, STYLES OR SERVICES.

**BIDS MUST BE SIGNED**

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

**NYS UNIFIED COURT SYSTEM  
STANDARD REQUEST FOR BID CLAUSES & FORMS  
ATTACHMENT I**

**NOTE:** In addition to such other requirements as may be referenced or incorporated herein, the following clauses shall apply to this Request For Bid (RFB)/Request For Proposal (RFP):

**OGS SPECIFICATIONS:**

All provisions of the NYS Office of General Services General Specifications - Commodities & Non-Technology Services dated **December 1999**, and where applicable, Technology Products & Services (November 2000) and/or Negotiated Software Contracts (July 2001) (copies available upon request) will apply to this bid invitation, except that, **"Chief Administrative Judge, or designee" shall replace, "Commissioner of OGS" wherever it appears.** Should there be any conflict between the OGS Specifications and the procurement policies and procedures of the NYS Unified Court System (hereafter, UCS), the latter shall prevail.

The Unified Court System (hereafter, UCS) reserves the right to waive minor discrepancies and to reject any and all bids if considered in the best interest of the UCS to do so.

**AGREEMENT TO CONTRACT:**

Bids submitted in response to this solicitation shall constitute agreement to contract by the respective bidder(s).

**PREFERRED SOURCE NOTIFICATION:**

Organizations identified as Preferred Sources pursuant to **NYS Finance Law Sections 162.1 and 162.2a, 2b, and 2c, 2d, 2e** submitting bids which are in compliance with this RFB/RFP and Specification may, at the discretion of the court/agency, be awarded the bid where the bid price is not in excess of ten percent (10%) of the lowest responsible bidder.

**GRIEVANCE / INQUIRY POLICY:**

Any firm or individual having a legitimate interest in this solicitation, or resulting contract award, and wishing to file a formal grievance or inquiry may request a copy of the **Unified Court System Policy & Procedure for the Resolution of Grievances & Inquiries** by contacting the judicial location noted in this RFB/RFP.

**ORDERS:**

Bidders are advised that any awarded contract shall not constitute an order to ship and further, places no obligation upon the UCS to place any orders with the contractor. However, the contractor shall accept all orders placed by the courts and related agencies during the term of the contract for all items for which an award is made. Such orders shall be considered binding upon the contractor when placed in the mail to the address indicated in the award pursuant to the terms thereof.

**APPENDIX A:**

**NYS/UCS Standard Clauses for all Contracts (07:03)** is attached and incorporated herein.

**NON-COLLUSIVE BIDDING CERTIFICATE:**

Attached **Non-Collusive Bidding Certificate** must be executed, signed and returned with other required bid documents.

**ACKNOWLEDGMENT:**

Attached, appropriate acknowledgment form must be executed, properly notarized and included with all bid documents.

## **PAYMENTS OF INTEREST:**

The payments of interest on certain amounts due and owed may be made in accordance with the criteria established by **Chapter 153 of the Laws of 1984 (Article 11A of the New York State Finance Law) and the Comptroller's Bulletin no. A-91.**

## **REFERENCES:**

Upon request, bidders must provide the names of at least \_\_\_\_\_ ( ) prior or current clients (including contact person and phone numbers) for whom specified product/service has been provided.

## **ADDITIONAL INFORMATION:**

The Unified Court System (UCS) may request any and all additional information of the bidder(s) deemed necessary for proper analysis and award determination including, but not limited to, documentation as to financial stability of the bidder.

## **BID VALIDATION PERIOD:**

All proposals submitted in response to this solicitation shall remain valid past the period provided for in the **OGS General Specifications** until such time as an award is made or the bidder withdraws his bid (in writing), whichever occurs first.

## **RECYCLED PRODUCTS:**

Products purchased by the courts and related agencies of the NYS Unified Court Systems shall be in compliance with **Sec. 40-a. of the NYS Judiciary Law (L.1994, c.468)**, and UCS policy thereto. Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements set forth by the NYS Departments of Environmental Conservation and Economic Development. If bidding a recycled product, bidders must attach completed **Bidder's Certification of Recycled Products** and **Manufacturers Affidavit of Recycled Content** forms.

**NOTE:** If this RFB/RFP is for printing, the following clauses shall also apply:

## **UCS PRINTING POLICY:**

No contract will be awarded to any bidder who, in the opinion of the Unified Court System (UCS), does not have satisfactory facilities and equipment sufficient to produce the major portion of the work as defined in the specification and resulting contract and insure the proper performance and delivery thereof.

In this regard, the UCS may request all documentation it deems necessary to make proper determination and the bidder agrees to make such facilities and equipment available for inspection. Failure to provide requested documentation will cause the bidder to be rejected.

Accordingly, bidders must execute the attached **Bidder's Certification of Work** form.

## **RECYCLED PAPER:**

Any printing required by the judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

## **OVER-RUNS:**

A 05% over-run will be allowed per individual item order of up to 50,000 quantity and 03% per individual item order in excess of 50,000 quantity. However, such allowance shall not be construed as an approved, automatic add-on, but is intended only to cover unavoidable excesses in the production cycle.

**ATTACHMENT I**

STATE OF NEW YORK  
UNIFIED COURT SYSTEM

**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid, each bidder and each person signing on behalf of any bidders, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

(1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTE: Chapter 675 of the Laws of New York for 1966 provides that every bid made to the state or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation; for work or services performed or to be performed or goods sold or to be sold, shall contain the foregoing statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury.

A bid shall not be considered for award nor shall any award be made where (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder has published price lists, rates, or tariffs covering items being procured, has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of the paragraphs (1) , (2) and (3) above.

Any bid hereafter made to the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification set forth above shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to noncollusion as the act and deed of the corporation.

Name of Bidder: \_\_\_\_\_ Employer's Federal ID #: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City County State Zip Code

Telephone #: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_ Printed or typed  
copy of signature: \_\_\_\_\_

Official Title: \_\_\_\_\_

**ATTACHMENT I**

**ACKNOWLEDGMENT OF INDIVIDUAL**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) **SS:**

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed same.

\_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGMENT OF CORPORATION**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) **SS:**

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_, of the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC

**ATTACHMENT I**  
**NEW YORK STATE**  
**UNIFIED COURT SYSTEM**

**BIDDER'S CERTIFICATION OF WORK**  
**(PRINTING)**

RFB # \_\_\_\_\_

BID OPENING: \_\_\_\_\_

ITEM: \_\_\_\_\_

**RECYCLED PAPER:**

Pursuant to **Sec. 40-a. of the Judiciary Law (L.1994, c.468)**, any printing required by judicial operations which is produced on recycled paper shall contain the official state recycling emblem established pursuant to **Subdivision Two, Section 27-0717 of the NYS Environmental Conservation Law** and all regulations promulgated pursuant thereto.

BIDDER HEREBY CERTIFIES THAT ALL WORK DEFINED BY THE ABOVE SPECIFICATION WILL BE PERFORMED ON BIDDER'S FACILITIES EXCEPT AS NOTED BELOW (BIDDER MUST PROVIDE THE FOLLOWING INFORMATION FOR ALL WORK WHICH WILL BE PERFORMED BY AN OUTSIDE CONCERN - I.E. SUBCONTRACTOR):

**NOTE: ALL SUBCONTRACTING IS SUBJECT TO THE APPROVAL OF THE UNIFIED COURT SYSTEM AND THE BIDDER REMAINS FULLY RESPONSIBLE AND LIABLE FOR ALL WORK PERFORMED BY SUCH SUBCONTRACTORS.**

WORK	SUBCONTRACTOR: NAME, ADDRESS, PHONE
A _____ _____	_____ _____
B _____ _____	_____ _____
C _____ _____	_____ _____

**NOTE: THE FOLLOWING SECTION MUST BE COMPLETED AND FORM RETURNED IN ALL INSTANCES:**

_____ NAME OF COMPANY	_____ AUTHORIZED SIGNATURE
_____ ADDRESS	_____ NAME IN PRINT
_____ ADDRESS	_____ TITLE
_____ DATE	

**ATTACHMENT I**  
**NEW YORK STATE**  
**UNIFIED COURT SYSTEM**

**BIDDER'S CERTIFICATION OF RECYCLED PRODUCT(S)**  
(TO BE COMPLETED BY BIDDER)

RFB # \_\_\_\_\_

BID OPENING: \_\_\_\_\_

ITEM: \_\_\_\_\_

Pursuant to **Sec. 40-a of the Judiciary Law (L. 1994, c.468)**, it is the policy of the UCS that products purchased by the courts shall be recycled products, which meet contract specifications, unless the product is only available without recycled content, and provided that the cost of the recycled product does not exceed a cost premium of ten percent (10%) above the cost of a comparable product that is not a recycled product or, if at least fifty percent (50%) of the secondary materials used in the manufacture of that product are generated from the waste stream of NYS, the cost of the recycled product does not exceed a cost premium of fifteen (15%) above the cost of a comparable product that is not a recycled product.

Bidders offering recycled product(s) are wholly responsible for compliance and certification requirements (**including Manufacturer's Affidavit of Recycled Content**) set forth by the NYS Departments of Environmental Conservation and Economic Development.

Failure to complete this certification and attach required manufacturer's affidavit will result in a waiver of bidder's recycled preference.

This certification/affidavit shall remain in effect unless revised or rescinded by the certifying manufacturer or made null & void by superseding NYS statute(s).

Bidder hereby certifies that the product(s) offered are in compliance with all applicable New York State recycled/recycling statutes and respectfully requests preferential consideration as cited above. In support of this request, attached is the executed **Manufacturer's Affidavit of Recycled Content**.

\_\_\_\_\_  
NAME OF COMPANY

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME IN PRINT

\_\_\_\_\_  
TITLE

(UCS - Rev.07/01/03)

**ATTACHMENT I**  
**NEW YORK STATE**  
**UNIFIED COURT SYSTEM**

**MANUFACTURER'S AFFIDAVIT OF RECYCLED CONTENT**  
**(TO BE COMPLETED BY MANUFACTURER)**

RFB # \_\_\_\_\_ BID OPENING: \_\_\_\_\_

I, \_\_\_\_\_ of \_\_\_\_\_ being duly sworn, depose and say that for the item(s) listed below, the recycled content which conforms to the New York State requirements are as specified.

PRODUCT	BRAND NAME	TOTAL RECYCLED CONTENT	POST CONSUMER CONTENT
1 _____	_____	_____ %	_____ %
2 _____	_____	_____ %	_____ %
3 _____	_____	_____ %	_____ %
4 _____	_____	_____ %	_____ %

SECONDARY MATERIAL NYS WASTE STREAM	CHECK IF DED/DEC APPROVED
1 _____ %	_____
2 _____ %	_____
3 _____ %	_____
4 _____ %	_____

The above product(s) item(s) will be/are manufactured to contain not less than the percentages of recycled content as stated above, in accordance with New York State requirements (indicate in the respective column the percentage of secondary materials generated from the waste stream in NYS that will be utilized in the manufacture of the above products supplied to UCS/NYS).

It is agreed that representatives of the NYS UCS or their designee, shall have access to purchase/production records at any time during working hours for the purpose of verifying the actual percentage and use of recycled materials in the above product(s) furnished to UCS/NYS.

NAME OF MANUFACTURER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

AFFIDAVIT SUBMITTED ON BEHALF OF: \_\_\_\_\_ (BIDDER)

SIGNATURE-MFG. REP.: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME IN PRINT: \_\_\_\_\_ DATED: \_\_\_\_\_

SWORN TO BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_

NOTARY PUBLIC: \_\_\_\_\_

**New York State Unified Court System**  
**Appendix A**  
**Standard Clauses for all Contracts**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee, or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112.2 (Chapter 95- Laws of 2000) of the State Finance Law, if this contract exceeds \$15,000.00, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.
4. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration, or repair of any public building or public work, or for the manufacture, sale, or distribution of materials, equipment, or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors, shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239, as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.
7. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139- h of the State Finance Law, if this contract exceeds \$5,000.00, the Contractor agrees, as material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC APP. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition or appeal (2 NYCRR 105.4)..
9. **SET OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any reason including , without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

**(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.**

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

**(b) PRIVACY NOTIFICATION.**

(1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of State Comptroller, AESOB, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such projects, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, sex, national origin, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, up-gradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein: and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purposes of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PURCHASES OF APPAREL.** In accordance with State Finance Law Section 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that:

(i) Such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hour laws and workplace safety laws; and

(ii) Vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized for this contract by the bidder.

**\*\*\* GENERAL SPECIFICATIONS \*\*\***

**RFP# OCA/CPA-300**

**BID OPENING: 11/03/04**

**COMMUNITY DISPUTE RESOLUTION CENTERS**

**11:00 AM**

**GENERAL SPECIFICATIONS**

**Note:** In addition to such other terms, conditions and provisions presented herein, the NYS Unified Court System Standard Request For Bid Clauses & Forms - Attachment I is attached and incorporated herein.

**BACKGROUND:**

In 1981, the State of New York enacted Article 21-A of the New York State Judiciary Law and created the Community Dispute Resolution Centers Program (CDRCP). This initiative provides community-based forums for the resolution of civil and minor criminal disputes through dispute resolution processes other than litigation. Pursuant to this legislation, the New York State Unified Court System, Office of Alternative Dispute Resolution Programs, contracts with and provides funding to not-for-profit centers throughout the State that provide arbitration, conciliation and mediation services.

The Community Dispute Resolution Centers (CDRCs) serve several vital functions. First, the centers empower parties to play a greater role in deciding the procedural and substantive outcomes of their disputes that they might otherwise do in litigation. Second, the centers help courts streamline their dockets by providing dispute resolution services to those people who are able and willing to resolve their conflict without the assistance of a Judge. Third, the centers collaborate with other human services organizations in their communities and connect parties with available services and resources. Finally, centers serve as promoters of peaceful communities and help individuals become more effective communicators and negotiators, not only through direct delivery of services but also through ongoing training and community outreach efforts.

The Office of ADR Programs strongly encourages centers to employ volunteers for two primary reasons: first, an active volunteer pool often infuses the center with a level of enthusiasm and diversity of life experience that is seldom attainable solely with paid staff; second, use of volunteers allows paid staff to focus on outreach and case development, volunteer recruitment and management, and ongoing program monitoring.

**PURPOSE AND SCOPE**

It is the intent of this Request for Proposals (RFP) to award contracts for CDRCs in the counties listed in Attachment IV. On behalf of the Office of ADR Programs, the Office of Court Administration, Contract & Procurement Administration Unit (C&PA) is soliciting sealed proposals for the purpose of establishing one or more contracts to provide the services herein.

The following attachments are provided for informational purposes:

- Attachment I** UCS Standard clauses for Requests for Bids / Requests for Proposals (Note: Attachment I includes Appendix A [“UCS Standard Clauses for all Contracts”] and pages 3 of 10 and 4 of 10 of Attachment I must be completed, signed and submitted as set forth in Appendix B.)
- Attachment II** Applicable laws, regulations and program policies
- Attachment III** List of CDRCs statewide
- Attachment IV** List of counties that are subject to this RFP and approximate grant awards for the initial 12-month period
- Attachment V** Evaluation sheets that reviewers will use to rate the proposals

## DEADLINE FOR PROPOSALS

All proposals must be received on or before 11:00 AM, Wednesday, November 3, 2004 to receive consideration. Proposals must be mailed or delivered to:

Betty Faltermeier  
Court Analyst  
New York State Unified Court System  
Contract & Procurement Administration Unit  
42 Karner Road  
Albany, NY 12205  
(518) 869-4732

FAX: (518) 869-4735

E-MAIL: [bfalterm@courts.state.ny.us](mailto:bfalterm@courts.state.ny.us)

## PRE-BID CONFERENCE:

A pre-bid conference will be conducted on **September 28, 2004** commencing at **1:00 PM** at the New York State Unified Court System, Office of Alternative Dispute Resolution Programs, 98 Niver Street, Cohoes, NY simultaneously with a pre-bid conference at the Ticor building, 110 Franklin Street, Buffalo, New York. While attendance is not mandatory, prospective bidders are strongly encouraged to attend. **All questions in writing, and notice of planned attendance, must be provided no later than 4:00 PM September 22, 2004 to the attention of the above designated person.**

**IMPORTANT:** Any and all questions regarding this solicitation must be directed solely to the attention of the above-designated person. Contact by any prospective bidder, or representative thereof, with any other personnel of the UCS / OCA in connection with this RFP may jeopardize respective bidder's standing and cause rejection of their proposal.

A complete, printed "Q&A" will be presented at the pre-bid conference and clarified if necessary. Questions which may arise as a result of the "Q&A", or any clarification thereof, will be accepted, but some restrictions may apply with respect to other questions.

## CONTRACT TERM

The term of any awarded contract shall be for a period of four (4) years and two months commencing **February 01, 2005** and terminating **March 31, 2009**.

## CONTRACT EXTENSION

UCS reserves the right to extend the contract(s) for a period not to exceed **twelve (12) months** subject to the approval of the NYS Attorney General's Office (AG) and the Office of the State Comptroller (OSC).

## FUNDING

UCS is particularly interested in proposals that creatively use funding provided under this RFP to leverage community resources to the maximum extent feasible so that services provided to disputants in the CDRCs are enhanced.

Pursuant to Judiciary Law § 849-d (2), the UCS may award up to \$20,000.00 per county served in unmatched grant funding. Any additional CDRCP funding beyond the \$20,000.00 per county served that the UCS awards must be matched on a dollar-for-dollar basis by local revenue. Proposers must submit a program narrative and budget in accordance with the requirements set forth in this RFP.

In addition to providing funding pursuant to Judiciary Law § 849-d (2), the Unified Court System will award additional funds that do not require a local match. The Office of the Judicial District Administrative Judge will award such funds (“JD funds”) as are delineated in Attachment IV to proposers that are selected pursuant to this RFP to administer a CDRC in one or more of the counties where there is available JD funding. In most cases, the JD funding supports dispute resolution services for cases referred from Family Court; however, in certain counties, JD funding supports dispute resolution services for cases referred from other trial courts.

The selected proposer(s) shall use the available JD funding to provide dispute resolution services—including intake, screening, mediation, and dispositional reporting—for cases that the CDRC receives from the local court(s). Additionally, the selected proposer(s) shall develop protocols in collaboration with the local court(s) that are consistent with the policies set forth in the Program Manual of the Community Dispute Resolution Centers Program.

A list of the counties that are subject to this RFP as well as the approximate grant awards for the initial 12-month period in each of those counties is included in Attachment IV. **All proposed budgets must include as revenue the available Judicial District funding set forth in Attachment IV, and the program narrative components and budget expense lines must describe how that particular funding would support the proposed program.**

## ELIGIBILITY OF PROPOSERS

Pursuant to Judiciary Law § 849-a (3), the UCS may only consider proposals submitted by nonprofit corporations that are organized for the resolution of disputes or for religious, charitable or educational purposes. In accordance with the requirements set forth in this RFP, each proposer must submit a photocopy of correspondence issued by the Internal Revenue Service that indicates the proposer’s status as a tax-exempt organization (Internal Revenue Code § 501(c)(3)).

## AWARD SELECTION CRITERIA

- A. UCS intends to award one or more contracts to provide dispute resolution services in each county listed in Attachment IV.

**Note:** Proposers may submit proposals to serve a single county or multiple counties. In the event that none of the proposals received pursuant to this RFP proposes to provide services to one or more counties, the UCS reserves the right to employ alternate measures to ensure that dispute resolution services are provided to the residents of those counties.

- B. Each award shall be made in consultation with the Office of ADR Programs' Selection Committee and the respective District Administrative Judge.

C. **Proposals will be evaluated against the following criteria:**

1. Organizational ability and experience, including the demonstrated ability of the proposer to submit required reports in a timely, thorough fashion and to secure funding and other resources to support the proposed program . . . . . **Point Value 20**
2. Appropriateness and quality of the proposed program, including the degree to which the proposal demonstrates that the center would achieve the following goals: (a) provide mediation, conciliation and/or arbitration services of high quality to members of the community that the center will serve; (b) recruit, train and utilize volunteer neutrals who reflect the diversity of the community the center will serve; (c) work with local courts and other community institutions to generate appropriate referrals to the center; and (d) conduct effective outreach efforts to promote the center's dispute resolution services to members of the public . . . **Point Value 50**
3. Appropriateness of staffing plan . . . . . **Point Value 15**
4. Reasonableness of cost . . . . . **Point Value 15**

## PROPOSALS

Proposals must be submitted on proposer's letterhead and be clearly marked "RFP # OCA/CPA-300" in the top left or top right of the first page. **Original signature proposals and all required copies must be contained in a sealed envelope or carton and the following statement clearly marked on the exterior: "SEALED PROPOSAL DELIVER IMMEDIATELY—DO NOT OPEN. RFP # OCA/CPA-300. DUE DATE 11:00 A.M., WEDNESDAY, NOVEMBER 3, 2004."**

In addition to one complete, original ink-signature proposal with all required appendices, proposers **must** include **six (6) complete copies** of same. **FAILURE TO DO SO MAY RESULT IN REJECTION OF PROPOSAL.**

**Please Note:** Original may be bound or contained in a three-ring binder; however, all copies of the proposal must not be submitted in a three-ring binder or in any other fashion. Please submit the copies bound only by rubber band, staples, clips or similar devices.

The following documents must also be completed, executed with original signature in blue ink and attached to the original (photocopies of the following must be attached to the copies of the proposal): The appendices and attachments (except for Attachment I, including Appendix A) **must** be downloaded from the Current Solicitation web site in the column headed “Addenda”.

- |                          |  |
|--------------------------|--|
| <b>Appendix B</b>        | Cover sheet with original, <b>blue</b> ink signature. This Appendix should follow the proposer’s cover letter.   |
| <b>Program Narrative</b> | Maximum 20-page (exclusive of the listed appendices), single-sided, double-spaced program narrative. The program narrative must address each component specified in the Program Narrative Components section (below).  |
| <b>Appendix C</b>        | Completed budget worksheets  |
| <b>Appendix D</b>        | Caseload objectives worksheet  |
| <b>Appendix E</b>        | Expense allocation worksheet   |
| <b>Appendix F</b>        | Audited financial report, organizational chart, charity registration number, listing of Board of Directors, certificate of incorporation, staff job descriptions and resumes, and photocopy of correspondence issued by the Internal Revenue Service that indicates the proposer’s status as a tax-exempt organization.                                      |
| <b>Appendix G</b>        | List three (3) references for the organization. Each reference should be familiar with the organization’s services, particularly its dispute-resolution services, if possible. The list should state each reference’s name, address, telephone number, a description of the work performed for the reference organization, and the name of a contact person. |
| <b>Attachment I</b>      | Pages <b>3 of 10</b> (Non-Collusive Bidding Certification) and <b>4 of 10</b> (Acknowledgment Form).   |

## PROGRAM NARRATIVE COMPONENTS

All programs must comply with the Minimum Requirements set forth in Attachment II.

### 1. Organizational Information

- A. Administrative and Fiscal Capacity – Include in this section the organization’s philosophy (mission statement), as well as a description of the organization’s history. Describe the organization’s experience administering dispute-resolution programs or any such experience that speaks to the organization’s ability to provide high-quality dispute-resolution services to the communities in the county or counties that the program proposes to serve. Describe the organization’s experience recruiting, training and retaining a corps of volunteers that reflects the diversity of the community.

Describe the organization’s experience and success in raising funds and promoting its services to members of the community. Preference will be given to proposals that demonstrate the ability to secure funds in the following order of preference: (1) Unrestricted Public and Private Revenue or Public Revenue that is Secured to Meet the Local Match Requirement; (2) Non-matching Cash Revenue; and (3) In-Kind Revenue.

If the proposer is a multi-purpose agency, please describe the method or basis for allocating indirect costs. Indirect costs are those that benefit more than one program and, therefore, are shared. They include general maintenance and operation expenses, general office and administrative expenses, general overhead, etc. Some common methods of allocating indirect costs are based upon time, space, units of service, or percentage of funding.

- B. Technological Capacity – Describe the organization’s technological infrastructure, including the organization’s current inventory of computers, photocopiers, fax machines, and telephones (including voicemail). Discuss the organization’s capacity to resolve computer-related issues and its back-up protocols. Describe how the organization will use technological components to meet the needs of staff, referral sources, clients, neutrals, and the Unified Court System, and identify any equipment that the program plans to purchase in its first year. Discuss the organization’s capacity to prepare and submit audits, budgets, and reconciliation reports in a timely manner.

## **2. Program Description**

- A. Referral & Outreach Component – List courts, agencies and institutions that are expected to refer a significant number of cases to the center during the contract term. Briefly describe activities that will promote the services of the center to the public, the courts and to other potential referral sources. Identify 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 community to be served.
- B. Service Component – Describe in detail the dispute resolution services that the center will provide to members of the public. Include a definition for each dispute resolution process that the center will provide. Explain whether the center will utilize employees and/or volunteers to deliver those services. Describe activities that will ensure that sufficient neutrals are available to meet the demand for services. The organization should define caseload targets and identify them in Appendix D. Describe the steps the organization will take to preserve the confidentiality of information collected pursuant to the contract, including the steps the organization will take to prevent non-program staff from accessing information collected and stored by program staff.
- C. Fees Component – Describe any fees that the program will charge clients for its dispute-resolution services.

## **3. Staffing**

- A. Provide a staffing plan for the program. Describe the capacity of the organization to administer the proposed program, including descriptions of the proposed supervisory structure of the program as well as the role that the program director will play developing budgets and monitoring ongoing revenues and expenditures for the program. Explain how the program will provide and/or recruit personnel who understand dispute-resolution processes and practices.
- B. Provide the resumes of staff, if available; otherwise, provide detailed job descriptions. Provide details on plans to recruit, train and retain program staff.
- C. Provide details on plans to recruit, train and retain neutrals. Discuss how the organization will develop neutrals who reflect the diversity of the community the organization will serve. Preference will be given to proposals that demonstrate an ability to recruit and utilize volunteer neutrals.

#### **4. Facilities**

- A. Describe the location(s) of the proposed Community Dispute Resolution Center(s). If the program proposes more than one site, designate the primary office and the satellite offices. For each office, discuss the office's proximity to the local courts as well as its accessibility to the public. Identify the steps the organization will take to connect the satellite offices with the primary office to foster a productive, collaborative working relationship.
- B. For each office, identify the following: (1) the number of program staff who will work at the office; (2) the number of rooms available for simultaneously holding arbitration, conciliation or mediation sessions; (3) whether there is a waiting area; and (4) the degree to which the organization will need to furnish staff areas, session rooms or the waiting area.

#### **BUDGET COMPONENTS**

The proposal must include an annual budget. Funding requests must be submitted on the budget worksheet forms in Appendix C. Proposals to provide services to more than one county must also include the expense allocation worksheet found in Appendix D; this worksheet requires the proposer to allocate the following expenses among the several counties the proposer plans to serve: each personnel position and each of the non-personnel expense categories (*i.e.*, Fringe Benefits, Supplies, Travel, Equipment, and Contractual Expenses).

The organization may be required to include matching funds to secure the requested grant. A dollar-for-dollar match is required for each dollar requested above the following product: \$20,000 multiplied by the number of counties served by the proposed program. For example, if an organization proposed to administer a three-county program and requested a \$100,000 grant award, the organization would be required to include \$40,000 in local matching revenue, since the first \$60,000 (three counties @ \$20,000 each) of the \$100,000 grant award does not require a local match, but the remaining \$40,000 of that grant award must be matched dollar-for-dollar by local revenue. The requested grant award and all matching funds must be identified in Appendix C.

The CDRC Program Budget includes all activities that are directly funded by the UCS CDRC grant and any other activities that are supported by funds or in-kind contributions and that are used to fulfill the match requirement. The proposer cannot use other UCS funds to match the UCS CDRC grant. The following is a list of matching-fund categories set forth in order of preference (accordingly, given two otherwise comparable proposals, a proposal that includes more fee-for-service revenue than in-kind revenue would be more favorably evaluated than a proposal that contained more in-kind revenue than fee-for-service revenue):

- 1) Revenue that is allocated towards the cost of the core community dispute resolution programming (for example: local government, state executive branch, federal, private foundation, or fund-raising dollars allocated for recruiting and training volunteers to provide mediation, arbitration or conciliation of minor civil, family or criminal disputes).
- 2) Fee-for-service dispute resolution process revenue (mediation, arbitration, conciliation, facilitation) or dispute resolution training revenue. Both the revenue and expenses related to these activities must be included in the budget.
- 3) Revenue that is allocated towards the cost of complementary dispute resolution programming (for example: local government, state executive branch, federal, private foundation, or fund-raising dollars allocated for child welfare mediation, family group conferencing, school-based peer mediation or conflict resolution programming). Both the revenue and expenses related to these programs must be included in the budget.
- 4) In-kind contributions of volunteer time, space or goods and services. An equal amount of in-kind revenue and expenses related to these contributions must be included in the budget.
- 5) Revenue that is allocated towards the cost of other complementary non-dispute resolution programming. To qualify as match, such program revenue must be shown to enhance the organization's ability to provide community dispute resolution services (for example: local government, state executive branch, federal, private foundation, or fundraising dollars allocated CASA, Surrogate Decision Making). Both the revenue and expenses related to these programs must be included in the budget.

The organization should identify its caseload objectives for the program in Appendix D. The objectives will help the UCS assess the cost-effectiveness of the proposed program.

For information about the number of clients served in prior years, please consult the annual reports prepared for the Community Dispute Resolution Centers Program at the following site: [www.nycourts.gov/ip/adr/publications.shtml](http://www.nycourts.gov/ip/adr/publications.shtml).

## **AWARDED CONTRACTS**

This request for proposals (RFP), proposer's proposal, and required appendices shall serve as the basis of a contract with the UCS. Such proposed agreements are subject to the review and approval of the Offices of the New York State Attorney General and the State Comptroller.

## **COMPLIANCE WITH LAWS**

Contractors shall comply with all applicable federal, state and local laws, rules and regulation, including but not limited to the Americans with Disabilities Act.

## **DATA COLLECTION**

Contractors shall be responsible for implementing and maintaining a data collection system for the CDRCs pursuant to UCS instructions. For detailed information concerning the method and scope of data collection and transmission, please see Attachment II and visit the following site: [www.nycourts.gov/ip/adr/Info\\_for\\_Programs.shtml](http://www.nycourts.gov/ip/adr/Info_for_Programs.shtml) (Under “CDRC Program Manual,” click on “Chapter 1 [Case Data Reporting]”).

**Note:** Any and all data developed by the contractor, or any person or entity acting on contractor’s behalf, remains the sole property of the UCS. Individual information about clients is confidential. Accordingly, contractor may not make any use of such information and data without the express written authorization of the UCS.

## **INQUIRIES**

Prospective proposers are to direct any inquiries regarding this solicitation in writing and only to the attention of:

Betty Faltermeier  
Court Analyst  
New York State Unified Court System  
Contract & Procurement Administration Unit  
42 Karner Road  
Albany, NY 12205  
(518) 869-4735 (fax)  
bfalterm@courts.state.ny.us