

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 Unit  
25 Beaver Street, R-850  
New York, NY 10004  
  
(Agency Name and Address)

Direct Inquiries to: Marie-Claude Ceppi  
E-mail: mceppi@nycourts.gov

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

<b>Bid Number:</b> OCA/HR-222-A	<b>Commodity Group:</b>
<b>Opening Date:</b> 10/24/2017 <b>Time:</b> 3:00 pm <b>Issue Date:</b> 09/29/2017	<b>Commodity Name:</b> Group Life and Accidental Death & Dismemberment

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

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

**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 E-mail:	

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**DOCUMENT ENCLOSURE CHECKLIST (2 pages)**

\_\_\_\_\_ Pricing Sheet: Exhibit A/Pricing Sheet **must be fully executed and included** in bidder's proposal. Failure to do so will immediately disqualify bidder's response.

The following forms must be fully executed and included in bidder's proposal. Failure to do so may disqualify bidder's response:

\_\_\_\_\_ UCS Request for Bid/Proposal Form (rfb1.frm) and complete bid response with original signature

\_\_\_\_\_ Attachment I - Standard Request for Bid Clauses & Forms

p.3 - Non-Collusive Bidding Certificate

p.4 - Corporate Acknowledgment

Attachment II - Not Applicable

\_\_\_\_\_ Attachment III - Vendor Responsibility Questionnaire

Questionnaire filed online via OSC VendRep System and certified within 6 months of the bid opening due date, **or**

Paper questionnaire

\_\_\_\_\_ Attachment IV - Procurement Lobbying forms

Disclosure of Prior Non-Responsibility Determination (UCS 420)

Affirmation of Understanding and Agreement (UCS 421)

\_\_\_\_\_ Certificates of NYS Worker's Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption. Please see paragraph "Insurance Requirements" for a list of accepted forms.

\_\_\_\_\_ Copies of bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications.

\_\_\_\_\_ A complete list of documents and information pertaining to bidder's experience and operations that must be included in bidder's proposal is included in paragraphs "Information to be included in bidder's bid response" and "Premium Rates" pp. 7-9 of the bid specifications. Failure to do so may disqualify bidder's response.

In addition, bidder shall provide:

\_\_\_\_\_ Three (3) complete photocopies of original bid response

\_\_\_\_\_ List of references

\_\_\_\_\_ Bidder's contact name

\_\_\_\_\_ Signed Document Enclosure Checklist

\_\_\_\_\_ Proprietary information in separate folder from bid response, if applicable

**IMPORTANT:**

1. All documents requiring an original signature must bear the BLUE INK signature of the same authorized individual. Signatory notarization must be that of the person whose signature is affixed to all required documents.

2. Exhibit A/Pricing Sheet and the other forms listed above must all have the SAME COMPANY NAME AND TAX ID NUMBER in order for a purchase order or contract to be approved by the NYS Comptroller.

3. **Do not alter this solicitation in any manner. Any changes, deletions, or additions to this RFB, including the Pricing Sheet, will result in the rejection of this offer as non-responsive.**

4. Please note that the terms and conditions of this RFB will form the basis of the contract with the awarded vendor.

**5. Please verify that all required documents are included before signing.**

COMPANY NAME:

\_\_\_\_\_

AUTHORIZED OFFICER'S NAME AND TITLE:

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **I. PURPOSE AND SCOPE**

The New York State Office of Court Administration (“OCA”), on behalf of the Judiciary Benefits Office (“JBO”), is soliciting sealed proposals for the provision of a group life and accidental death and dismemberment insurance benefit plan (the “Program”) as described in these RFB specifications, for an estimated 2,339 qualified active employees and 1,334 retirees of the New York State Unified Court System (“UCS”) (such employees and retirees hereinafter, “Enrollees”). Please see paragraph “Background.”

## **II. BACKGROUND**

The UCS supplemental benefit plan went into effect January 1, 1998 for all Judges and Justices, Management Confidential employees in negotiating unit 86 and unrepresented non-judicial employees in negotiating unit CT, who are not eligible for the New York City Management Benefits Fund.

The benefits in the supplemental plan are administered by the JBO. The supplemental benefits plan consists of three separate insurance components: 1) group life insurance (“Group Life”) and accidental death & dismemberment insurance (“AD&D”); 2) vision care; and 3) a supplemental dental program.

There currently is no cost to the employee for Group Life and AD & D whether in active or retiree status.

Currently, qualified active employees are eligible for coverage under the Group Life and AD&D plan. Qualified retirees are eligible for a Group Life Insurance Benefit. Group Life Insurance and AD&D. UCS Census data as of December 2017 is attached hereto as Exhibit 1: UCS Life Enrollees – Active – 1-1-17, and Exhibit 2: UCS Life Enrollees – Retirees – 1-1-17 (hereafter “UCS Census data (Exhibits 1 and 2”).)

## **III. BID RESPONSE SUBMISSION**

### **Bidder’s Contact Name and Required Information**

Bidder shall designate, in its bid response, a staff member as primary contact for all questions OCA/JBO may have regarding bidder’s bid response. Bidder must include in its bid response all forms and documents listed on the Document Enclosure Checklist.

**Packaging, Identifying and Delivering of Bids/Proposals**

Bids/Proposals must be clearly addressed and submitted to:

Marie-Claude Ceppi  
Management Analyst  
NYS Office of Court Administration  
25 Beaver Street, R-850  
New York, NY 10004

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

Deliver immediately to Marie-Claude Ceppi R-850  
Sealed bid - Do not open  
RFB# OCA/HR-222-A due **October 24, 2017** at 3:00 p.m.

Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please note that bids/proposals must be received by the above-named OCA-designated person by **October 24, 2017** at 3:00 pm at the latest or bids will be declared late bids and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

**No-Bids**

Bidders are requested to send a no-bid letter to OCA, Attn: Marie-Claude Ceppi, at the above address, should they decide not to answer this solicitation. The envelope shall be clearly marked in the lower left corner as follows: RFB# OCA/HR-222-A. No-bid letters may be sent by email to [mceppi@nycourts.gov](mailto:mceppi@nycourts.gov). Please indicate in "Subject" field: RFB# OCA/HR-222-A – No-Bid.

**Questions**

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

Marie Claude Ceppi  
[mceppi@nycourts.gov](mailto:mceppi@nycourts.gov)

Please indicate in "Subject" field: "RFB# OCA/HR-222-A - Question(s)."

**GROUP LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT****3:00 pm**

The deadline to submit questions is **October 6, 2017** before 5:00 pm. A written response to all submitted questions in the form of a Questions & Answers (Q&A) sheet will be posted on the UCS website at [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) under RFB# OCA/HR-222-A.

**IMPORTANT:** All questions regarding this solicitation must be in writing by email and directed solely to the attention of the above designated person. Contact by any prospective bidder, or any representative thereof, with any other personnel of the UCS in connection with this RFB/RFP may violate the Procurement Lobbying Act of 2005 (see Attachment IV), will jeopardize the respective bidder's standing and may cause rejection of its proposal.

**Information to be included in bidder's bid response:**Program Services

Description of bidder's ongoing experience providing the services required in this RFB, including:

- Describe proposed customer service operation, including the number of full-time representatives or equivalents that would be dedicated to the Program; the capabilities of the telephone system that bidder will use for the Program including automated response system; proposed hours of customer service; toll-free number available to claimants/beneficiaries; customer service email system. handling of after-hours calls; and service staff training.
- Service capabilities for member support services, client reports, and systems and data transmission capability

Claims Processing

- Step-by-step description of bidder's proposed methodology for processing claims;
- Service capabilities for claims administration including financial and claims control, specifically:
  - bidder's regular method of claims processing in detail, as well as any alternate or special procedures, indicating their effect on bidder's retention or costs.
  - sample claim forms and other materials furnished to participants and beneficiaries.
  - Which claim office or offices will pay claims; where they are located;
  - Bidder's normal 'in office' turnaround time, i.e. the time period from when a claim is received by the claim office and until it is paid and/or acted upon.
  - A description in progressive steps of the action bidder would take in investigating/auditing a claim.
- Outline of the Enrollee communications campaign you would propose for the Program's first year and provide other comparable samples you have developed.

**GROUP LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT****3:00 pm**

- Sample of communication and Enrollee educational materials;
- Description in narrative and/or flow chart format of how printing and distribution of materials will be handled;
- Description of the types of information an Enrollee may access from bidder's web site;

Premiums/Benefits/ Rates

- Bidder shall define the method for how Premium Rates for renewal and/or extension terms will be determined.
- Bidder shall describe bidder's annual experience-rated renewal procedures in terms of:
  - How much advance notification is provided.
  - When do Premium Rate changes become effective.
- Bidder shall describe how premium taxes are determined.
- Describe rating to be employed in rates (e.g., manual and/or experience).
- For experience rated policies please indicate whether the premiums will be on a dividend basis.
- Bidder shall indicate whether Premium Rates are guaranteed for more than a year, and if so, for how long. Bidder shall also indicate whether bidder guarantees its retention formula, and if so, for how long. Bidder shall describe any guaranteed caps on future Premium Rate increases.
- Description of bidder's benefits and limitations, per age group.
- What accelerated benefit options, if any, will be provided in the Program? Include your highest benefit with percentage and dollar amount.
- Bidder shall indicate the basis for first year level of life and AD&D reserves as well as for subsequent policy years.

Miscellaneous

- Overall financial and organizational resources and experience in providing the range and scope of the benefits programs requested for similar size employee groups
- Description of the "Account Team" that will be available to the Judiciary Benefits Office;
- Description of how bidder's system and procedures to ensure and maintain data security and claimant confidentiality;
- Description of bidder' success/failure notifications to UCS.
- Description of how, if the file fails, bidder will receive file on an ad-hoc basis.

## IV. AWARD

### Term of Award

A single estimated quantity term contract (“Contract”) will be awarded for an Initial Term of two (2) years (“Initial Term”). OCA/JBO reserves the right to renew such Contract for three (3) additional one (1) year periods (each, a “Renewal Term”) upon the same terms and conditions excluding Premium Rates.

OCA/JBO further reserves the right to extend the Contract for a period not to exceed one hundred and eighty (180) days, upon written notification to awarded contractor (hereinafter, “Contractor,” “Insurer” or “Vendor”) prior to the expiration date of the Initial Term or the first Renewal Term, upon the same terms and conditions excluding Premium Rates. The Contract, renewals and extension thereof are subject to the approval of the NYS Attorney General and the NYS Comptroller.

### Method of Award

A single contract will be awarded to the bidder achieving the highest, overall percentage rating based upon the criteria set forth below. The UCS shall establish an evaluation committee to review all proposals received in a timely manner pursuant to the following criteria and assigned weights:

- |   |     |
|---|-----|
| 1. Grand Total Cost per Year (as per Pricing Sheet)   | 70% |
| 2. Service capabilities for claims administration including financial and claims control, customer service operations, member support services, client reports, and systems and data transmission capability: | 15% |
| 3. Overall financial and organizational resources and experience in providing the range and scope of the benefits programs requested for similar size employee groups:  | 15% |

## V. PRICING

### Pricing/Rates

Monthly premium rates (“Premium Rates”) will remain unchanged for the Initial Term (two (2) years) of the Contract.

**GROUP LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT**

**3:00 pm**

Bidder shall use UCS Census data (Exhibits 1 & 2) to determine and quote Premiums Rates needed for Pricing Sheet.

Bidder shall underwrite the plan without payment of commissions.

Bidder shall quote a monthly Premium Rate per \$1,000 of insurance coverage, separately for a) the Group Life Plan and b) the Accidental Death and Dismemberment Plan.

**Premium Rate Increases**

The JBO will consider Premium Rate increases for each of the three (3) additional one (1) year Renewal Terms as well as for any Extension Term. Requests for Premium Rate increases must be submitted in writing to the JBO no later than ninety (90) days prior to the end of the period immediately preceding the period to which the increase would apply. Requests for Premium Rate increases must include justifications for the increases, including but not limited to claims experience data, justification of any change in retention and justification of margin supported by the appropriate back-up satisfactory to UCS. The Insurer shall provide, additional information, clarification, detail and/or alternate analysis of the supporting the Insurer's proposed Premium Rates as UCS may request.

Premium Rate increase requests shall be submitted to:

Keith A. Miller  
Deputy Director for Judiciary Benefits  
NYS Office of Court Administration  
Judiciary Benefits Office  
25 Beaver Street - Room 1071  
New York, New York 12204

Any approved increases in Premium Rates shall be effective as of the commencement of a Contract year. Premium Rates shall thereafter remain unchanged for the balance of any such year.

Premium Rate increases shall also be subject to the approval of the Office of the State Comptroller (OSC).

**Billing**

Vendor shall submit true and accurate invoices of premiums due on a monthly basis to: OCA Judiciary Benefits Office, Attn: Keith Miller, Principal Management Analyst, 25 Beaver Street,

**GROUP LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT****3:00 pm**

R-1053, New York, NY 10004”, or such other person or address as UCS/OCA shall designate. Payment shall be made monthly in arrears and shall be made within thirty (30) days of submission by Vendor and approval by UCS of invoices satisfactory to UCS and OSC.

Account billings must give an accurate breakdown of Active, Retiree, COBRA members receiving Group Life Insurance and Accidental Death & Dismemberment coverage.

## **VI. PROGRAM REQUIREMENTS**

### **Plan Specifications**

*Contribution by Employee* – None

*Eligibility – Active Employees* – Judges, Justices, Management Confidential and other non-judicial unrepresented employees who are working at least half time on a regularly scheduled basis.

*Eligibility – Retired Employees* – The Group Life Plan is continued in retirement providing the employee meets a ten-year service requirement, and retires directly from the UCS.

### **Enrollment**

Enrollment is maintained solely by the UCS/Judiciary Benefits Office.

The Insurer must maintain an accurate, complete, comprehensive and up-to-date enrollment file based on information provided by UCS. See a sample enrollment file, *p. 13*. This enrollment file shall be used by the Insurer to process claims, provide customer service and produce management reports.

### **Enrollment Maintenance**

The Insurer will be responsible for the following:

- Determining whether services were provided to eligible Enrollees and/or dependents;
- Records are kept of all services/treatments provided;
- The Enrollee or dependent actually received the services billed to the Program (via mail confirmation); and
- The Insurer is in compliance with all applicable laws and regulations.

**Data Communication Requirements**

The exchange of data between the Insurer/Provider and the UCS must be made in a secure, encrypted manner. The Insurer shall be required to decrypt encrypted files containing Enrollee/dependent data. The specific format of such secure communication and file encryption shall be determined by UCS, in consultation with Insurer.

**Enrollee Communications**Duties and Responsibilities:

UCS believes that acceptance of and appropriate participation by Enrollees in the Program can be realized only with a thorough and highly professional communications effort. The approach proposed by the Insurer must be ongoing and recognize the diversity of the population. Subject to UCS approval, the Insurer will be responsible for providing Enrollees with the information needed to assure a smooth transition for Enrollees and their dependents using the Program. The Insurer will design and produce all necessary forms, printed or video materials, and/or other communication tools to be used in introducing the Program providing sufficient quantities to promote and to operate the Program including newsletter/brochure, posters, Enrollee satisfaction survey, etc. The Insurer will be responsible for all costs and expenses regarding such Enrollee communications, including, but not limited to, material and mailing costs incurred to disseminate Program communication materials to Enrollees. See paragraph "Information to be included in bidder's bid response."

**Auditing of files by UCS**

The UCS reserves the right to regularly audit membership/enrollment and claims data.

**Effective Dates of Coverage/Waiting Periods**

New Employee: 28 days

Transfer: First day of the month following transfer

Termination: Last day worked

**Life Insurance Conversion and/or Portability Continuation**

Program coverage ends on the day an employee terminates or otherwise loses eligibility to remain in the Program. Insurer shall provide Enrollees the right to convert (Conversion) current life coverage to a whole life policy if they lose eligibility under the Program

Portability coverage shall include Group Life/AD&D coverage in the same amounts the Enrollee had as an active employee at the time of eligibility loss, and shall be made available until they reach age 75. Portability shall not include spouse or dependent coverage.

Portability is only available to an Enrollee in the event of loss of coverage due to termination, retirement without the requisite qualifications to maintain group coverage, or a reduction in work hours of less than half time. Portability shall not be available to employee as a result of a Negotiating Unit change to a represented position.

Employees who opt for Conversion shall be required to submit an application together with the required premium to the Insurer within 45 days after their Program coverage ends. Portability coverage shall include full coverage under the Program as long as they are available under the Program.

There shall be no restriction in the number of times an employee may opt for Conversion and reinstatement under the Program, provided they otherwise qualify.

The Insurer shall offer Conversion to those eligible for the same benefit amount provided to Enrollees.

**Files**

Insurer shall be required to maintain enrollment files in substantially the same format as set forth in the sample enrollment file below.

**Audit Report**

Field Name	Start	End	Field Length	Comments
Retiree Status			1	Yes = Retiree No = Active
Claimant Last Name			20	
Claimant First Name			20	

Claimant Middle Initial			1	
Claim Number				
Member Social Security Number			4	Mask the first 5 digits
Coverage			4	LIFE = Life Insurance AD&D = AD&D Insurance
Date of Occurrence			10	mm/dd/year
Payment Date			10	mm/dd/year
Insurance Paid			13	Dollars
Interest Paid			13	Dollars
Total Amount Paid			13	Dollars

## VII. CLAIMS

Claims shall be handled directly between the JBO and the Insurer.

Bidder shall provide a step-by-step description of bidder’s proposed methodology for processing claims.

### Insurer’s Accounting System

Insurer shall maintain an accounting system for purposes of audit and examination of any books, documents, papers and records maintained in support of the Contract.

### Claims Processing

The Insurer will be responsible for processing all claims and ensure timely payment of claims including:

- Developing and maintaining a computerized system that guarantees accuracy of claim processing and payment with a system of edits and audit.
- Maintaining accounting records necessary to support claim payments and providing reasonable access to those records for State audit requests.

**GROUP LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT**

**3:00 pm**

- Assigning adequate staff to resolve claim disputes on a timely basis.
- Recovering monies due to fraud, returning all monies recovered and reporting fraud to appropriate authorities.
- Identifying and recovering monies as the result of overpayments.
- Maintaining the security of the claims file.
- Maintaining a back-up system and disaster recovery system for processing claims in the event that the primary claims payment system fails or is not accessible.
- Assisting Enrollees in submitting claims.
- Developing and providing Enrollees with claim forms and explanation of benefits statements.

**Claims Reporting**

The Insurer shall be responsible for:

- Providing monthly utilization reports to UCS.
- Providing annual detailed experience and other data to justify premiums.
- Maintaining accounting records necessary to support claim payments.
- Providing reasonable access to all records relevant to the Contract for State audit requests.

**VIII. SCOPE OF SERVICES**

Coverage Terms - Active Employees -

<u>Age</u>	<u>Life Insurance Benefit</u>	<u>AD&amp;D Insurance Benefit</u>
Up to Age 65	\$50,000	\$50,000
Age 65 but not 70	\$25,000	\$25,000
Age 70 and above	\$20,000	\$20,000

**Active Employee Covered Losses:****Benefits<sup>1</sup>:**

- 100% of Life Insurance Benefit : loss of life<sup>2</sup>;
- 100% of AD&D Insurance Benefit: loss of both hands, both feet or both eyes; loss of both hearing & speech, quadriplegia or a third degree burn covering 75% or more of the covered person's body.
- 50% of AD&D Insurance Benefit:- loss of either hearing or speech; loss of a hand, foot or eye; paraplegia, hemiplegia or a third degree burn coverage 50 – 74% of the covered person's body.
- 25% of AD&D Insurance Benefit: loss of thumb & index finger of the same hand; uniplegia.

Coverage Terms – Retired Employees -

<u>Age</u>	<u>Life Insurance Benefit</u>	<u>AD&amp;D Insurance Benefit</u>
Any age	\$15,000	N/A

Retiree Covered Losses

Loss of life (at any age): 100% of Life Insurance Benefit

Insurer shall be responsible for:

- All Life Insurance and AD&D claims must be fully insured; Insurer must have be in a position to pay all claims submitted over the life of the contract.
- Life Insurance claims handling from employee/beneficiary to JBO to carrier. JBO shall certify eligibility and coverage.

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<sup>1</sup> No more than the Enrollee's full insurance benefit shall be payable for a loss resulting from one accident.

<sup>2</sup> Death due to accidental exposure or disappearance is also covered. Insurer may exclude coverage for include industry-standard occurrences (e.g., suicide).

- UCS reserves the right to accept minor deviations in coverage terms, as it may determine, in its sole discretion, to be in its best interests.

## **IX. MISCELLANEOUS**

### **Subcontracting**

No subcontracting or outsourcing is permitted.

### **Exhibits**

UCS Census data:

Exhibit 1: UCS Life Enrollees – Active – 1-1-17

Exhibit 2: UCS Life Enrollees – Retirees – 1-1-17

### X. PRICING SHEET

Bidder shall quote **Premium Rates per \$1,000 of insurance coverage, as set forth below.**

Bidder should be guided by UCS Census data (Exhibits 1 & 2) to determine and quote Premium Rates. The required insurance policy amounts are set forth herein in Article VIII, Scope of Services, Coverage Terms.

**Do not alter this Pricing Sheet in any manner. Any changes, deletions, or additions to the Pricing Sheet will result in rejection of the bid.**

	<b>A. Monthly Premium Rate Per \$1,000 of Insurance Coverage</b>	<b>B. Estimated Monthly Volume of Insurance Coverage</b>	<b>C. Estimated Monthly Premium Charges (A x [B/1,000])</b>	<b>D. Estimated Annual Premium Charges (C x 12)</b>
<b>1. Group Life Insurance -Active Employees</b>	\$ _____	\$105,000	\$ _____	\$ _____
<b>2. Group Life Insurance - Retirees</b>	\$ _____	\$21,000	\$ _____	\$ _____
<b>3. Accidental Death and Dismemberment - Active Employees</b>	\$ _____	\$105,000	\$ _____	\$ _____
<b>Total Estimated Annual Premium (1D + 2D +3D)</b>				= \$ _____

Bidder's Name: \_\_\_\_\_

Authorized Officer's Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **XI. The RFB/RFP PROCESS: GENERAL SPECIFICATIONS**

### **Note to Bidders**

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

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

#### **2. Attachment III - Vendor Responsibility Questionnaire**

The NYS Unified Court System (UCS) is required to conduct a review of a prospective contractor to provide reasonable assurances that the vendor is responsible. The required Vendor Responsibility Questionnaire is designed to provide information to assist UCS in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each prospective contractor's legal authority to do business in New

York State, business integrity, financial and organizational resources, and performance history (including references).

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

Online Questionnaire: To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us/Enrollment/login>. Vendors must provide their New York State Vendor Identification Number when enrolling (see paragraph headed 'New York State Vendor File Registration' for instructions on obtaining a Vendor

**GROUP LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT****3:00 pm**

Identification Number.) For VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us).

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

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

### **3. New York State Vendor File Registration**

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

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

**If the bidder is not currently registered in the Vendor File**, upon award of a contract the Bidder must complete the OSC Substitute W-9 Form ([http://www.osc.state.ny.us/vendors/forms/ac3237s\\_fe.pdf](http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf)) and submit the form to UCS. **The UCS will initiate the vendor registration process** for the awarded contractor. Once the process is initiated, awarded contractor will receive an e-mail identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website: [http://www.osc.state.ny.us/vendor\\_management/](http://www.osc.state.ny.us/vendor_management/).

**Online RFB/RFP Package: Disclaimer**

Bidders accessing any UCS/UCS/OCA solicitations and related documents from the New York State UCS website [www.nycourts.gov/admin/bids](http://www.nycourts.gov/admin/bids) under "Current Solicitations" shall remain solely and wholly responsible for reviewing the respective solicitation & 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.

**Bid Response/Proposal: Original and Copies**

Bidders shall submit all the following required **original RFB/RFP documents**: Bid/Proposal; Executed RFB/RFP Form; Attachment I - pages 3, 4, of 10; Attachment III - Vendor Responsibility Questionnaire (questionnaire may be filed electronically with OSC); Attachment IV - Disclosure of Prior Non-Responsibility Determinations UCS 420 and Affirmation of Understanding and Agreement UCS 421; proof of Workers' Compensation and Disability Benefits insurance coverage (See "Insurance Requirements"); and any other required documentation, brochures, etc. listed on the Document Enclosure Checklist. Complete the paperwork on the forms provided with this solicitation unless otherwise requested. Do not retype or amend any portion of this solicitation. Failure to provide all original documents and the requested number of copies may result in disqualification of a bidder's response.

**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 withdraws its bid/proposal in writing, whichever occurs first.

**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.

### **Compliance with Laws**

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, prior to and during the provision of all services under the contract resulting from this RFB/RFP.

### **Independent Contractor Status**

It is expressly understood and agreed that the awarded contractor's status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the contractor is an employee of the UCS, OCA or State of New York. The awarded contractor shall be solely responsible for the work, assignment, compensation, benefits and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants or corporations 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.

### **Rejected and Unacceptable Bids/Proposals**

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, 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, 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.

## **Responsible Bidder**

A bidder shall be defined as “responsible” in accordance with, but not limited to, references, past performance history, financial stability, the criteria set forth in paragraph 2 of the General Specifications (Attachment III-Vendor Responsibility Questionnaire), and the criteria set forth in the paragraph headed “Rejected and Unacceptable Bids/Proposals” as well as any other criteria necessary and reasonable to establish the bidder’s responsibility.

## **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 required 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 it is obligatory upon UCS to seek or allow clarifications or corrections as provided for herein.

## **References**

Each bidder must provide at least three (3) references, other than UCS, including the company/agency name, complete address, contact name, title, telephone number and email address, for whom the bidder has provided similar services at any time during the past three (3) years.

## **Indemnity**

Awarded contractor shall indemnify, defend and hold harmless UCS, its officers and employees from and against any and all claims, causes of action, damages, costs, liabilities and expenses of any kind (including reasonable attorney’s fees and the cost of legal defense) which UCS may

incur by reason of: (i) awarded contractor's breach of any term, provision, covenant, representation or warranty contained in the contract awarded as a result of this bid; (ii) any act, omission, negligence or intentional misconduct of awarded contractor or its employees, subcontractors, agents, volunteers or of other persons under its direction and control; (iii) awarded contractor's performance or failure to perform under the contract; and (iv) enforcement by UCS of the awarded contract or any provisions thereof.

**Unified Court System Self-Insurance**

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

## Insurance Requirements

Awarded contractor shall be required to maintain during the term of the contract, including any renewal terms, at their own cost and expense:

1. Workers' compensation and disability benefit insurance coverage as required under NYS law. **Each vendor must provide with its proposal proof of such workers' compensation and disability benefits insurance coverage or, if it is legally exempt from such coverage, proof of exemption.** Vendor must obtain the appropriate Workers Compensation Board forms from its insurance carrier or licensed agent, or must follow the procedures set forth by the Workers' Compensation Board for obtaining an exemption from coverage. See Workers' Compensation Board website at <http://www.wcb.ny.gov> under "Forms" for a manual listing required forms and procedures. Any questions regarding workers' compensation coverage requirements or debarments should be directed to:

Workers' Compensation Board

Bureau of Compliance

(518) 462-8882

(866) 298-7830

### Only the following forms will be accepted:

#### Proof of Workers' Compensation Coverage

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

#### Proof of Disability Benefits Coverage

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

On forms that have a space for a certificate holder to be listed, the carrier must enter:

NYS Unified Court System  
Office of Court Administration  
25 Beaver Street, Room 850  
New York, NY 10004

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

Please note: An ACORD Certificate of Insurance is not acceptable proof of NYS workers' compensation or disability benefits insurance coverage.

For additional information regarding worker's compensation and disability benefits requirements, please refer to the New York State Workers' Compensation Board website at: <http://www.wcb.ny.gov> under "Employers/Businesses."

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

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

Commercial General Liability insurance coverage shall be obtained from commercial insurance carriers licensed to do business in the State of New York.

### **Confidentiality and Data Security**

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

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.

Any and all material and documents, records and any other data or information developed by contractor, or any person or entity acting on behalf of contractor, remains the sole property of the UCS.

Contractor is prohibited from maintaining files and records provided to or generated by Contractor in a mobile or portable device. In addition, Contractor will be required to comply with the data security and confidentiality requirements of other government agencies that supply data to UCS.

### **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 easily separable from the non-confidential sections of the proposal.

### **Financial Stability**

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

### **Termination**

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

### **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.

### **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.