

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR PROPOSALS—

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

NYS OFFICE OF COURT ADMINISTRATION
 Division of Grants, Contracts and Procurement
 2500 Pond View, Suite 104
 Castleton-on-Hudson, NY 12033

Direct Inquiries to: Jillian Halse
 E-mail: jhalse@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.

RFP Number: OCA-DGCP-032	Commodity Group: UCS Human Resources
Issue Date: 8/7/2025 Due Date: 10/2/2025 Time: 2:00pm Eastern	Commodity Name: UCS Dental Insurance Plan

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

Agency's Specification of item(s) Required (include quantities) UCS ATTACHMENT I, III, and IV ATTACHED & INCORPORATED HEREIN.	Bidder's Quotation and Specific Description of Item Offered ALL BID RESPONSES <u>MUST BE ENTERED ON THE ENCLOSED BID RESPONSE FORM UNLESS SPECIFIED OTHERWISE HEREIN.</u>
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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 Proposals 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 or hand-deliver 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:	
		NYS Vendor ID 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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*To request copies of these Exhibits, please see instructions in Article I (Procedure for Bidders to Request a Copy of Exhibits G, H, and I).

DOCUMENT ENCLOSURE CHECKLIST (3 pages)

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

- Exhibit A – Pricing Sheet
- Signed Document Enclosure Checklist
- UCS Request for Bid/Proposal Form (UCS RFB.001.Cover.(Rev.4.22)) and complete bid response with original signature
- Exhibit D – Data Security Questionnaire and Attestation
- Exhibit E – Vendor Assurance and Conflict-of-Interest Disclosure Template
- Resolution or equivalent authorization of the bidder organization (see Exhibit E – Vendor Assurance and Conflict-of-Interest Disclosure Template)
- Exhibit F – References
- Exhibit N – Bidder Certification to Meeting Minimum Qualifications and Mandatory Requirements
- Attachment I - Standard Request for Bid Clauses & Forms
 - p.3 - Non-Collusive Bidding Certificate
 - p.4 – Acknowledgment of Individual or Corporation
- 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.
- One of the following: (i) copies of Bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverages required by the bid specifications; or (ii) correspondence affirming that Bidder will supply such certificate(s) or proof upon notification of award and no later than five (5) business days prior to commencement of the contract resulting from this RFP
- Proprietary information in separate folder from bid response, if applicable

DOCUMENT ENCLOSURE CHECKLIST (continued)

In addition, bidder shall provide:

- Responses to the Narrative Description provisions set forth in Article VI, Bid Response Documents
- Documentation, such as a license, certificate to conduct business, or registration, confirming Bidder's ability to conduct business in New York State and provide the services as outlined in this RFP (see Article II, Minimum Qualifications and Mandatory Requirements)
- Copies of the Bidder's audit report or certified financial statement for the last three (3) years, or a statement as to why no reports or statements are available (see Section 5.1.2)
- List of current clients receiving dental administration services (especially any public-sector clients and union labor organizations) (see Section 5.1.2)
- Copies of sample campaign and communication materials (see Section 5.2.5)
- Copies of proposed or sample reports provided monthly, semi-annually, and annually to UCS (see Section 5.3.3)
- Sample of current or proposed claim forms (see Section 6.2.4)
- Copies of current or proposed explanation of benefits (EOB) forms (see Section 6.2.4)
- List of services/procedures that require insurer pre-determination of benefits (see Section 6.2.4)
- List of participating providers nationwide, with emphasis on those located within the State of New York, New Jersey, Connecticut, Florida, North Carolina, and South Carolina (see Section 6.2.4)
- Participating Provider Fee Schedules for dental procedure codes specified in Exhibit M for ZIP codes 10036, 11207, 12203, 14202, and 14603 (see Section 6.2.5)
- Usual, Customary, and Reasonable Charges Schedule (UCR Schedule) for dental procedure codes specified in Exhibit M for ZIP codes 10036, 11207, 12203, 14202, and 14603 (see Section 6.2.5)

IMPORTANT:

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

4. Please note that the terms and conditions of this RFP will form the basis of the contract with the Awarded Contractor (defined below).

5. Bidder Contact Information

Bidder's Primary Contact for Bid Matters:

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

6. Verification:

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

I. OVERVIEW

1.1 Purpose and Scope

The New York State Unified Court System (“UCS”), Office of Court Administration (“OCA”), Division of Grants, Contracts and Procurement (“DGCP”) is soliciting sealed proposals on behalf of the Judiciary Benefits Office (“JBO”) for the provision of a dental insurance plan (the “Plan”) as described in the specifications for this Request for Proposals (“RFP”). The beneficiaries under this Plan will include current and retired Judges and Justices (“Judicial Officers”), current and retired management confidential (“M/C”) employees, and other current and retired unrepresented employees of UCS (collectively, “Enrollees”), as well as dependents of Enrollees (Enrollees together with their dependents, collectively “Beneficiaries”).

For a listing of Beneficiary Eligibility, see Exhibit B (Scope of Work), “Plan Requirements”.

The current dental insurance plan is a two-tiered plan (described in Exhibit B, Statement of Work Overview); however, bidders must propose a single unified Plan (one-tier) for dental insurance coverage with all plan specifications, including, but not limited to, covered services and reimbursement requirements, being met.

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

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

EVENT	DATE
Bid Issue Date	Thursday, August 7, 2025
Initial Question Due Date	Thursday, August 21, 2025 at 2:00pm Eastern
Final Question Due Date	Thursday, September 11, 2025 at 2:00pm Eastern
Bid Submission Deadline Date	Thursday, October 2, 2025 at 2:00pm Eastern
Estimated Contract Start Date	January 1, 2026

Designated Contact

The designated contact for this RFP is:

Jillian Halse
jhalse@nycourts.gov

IMPORTANT: All questions regarding this RFP 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 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.

Questions

Any and all questions bidders may have in connection with this RFP are to be directed by email only to the designated contact listed above. Please indicate in "Subject" field: "RFP# OCA-DGCP-032 - Question(s)." Bidders will have the opportunity to submit questions during two different periods as outlined below.

a. Initial Period to Ask Questions

The deadline to submit questions for the initial period (also referred to herein as the "Initial Question Due Date") is Thursday, August 21, 2025 at 2:00pm Eastern. A written response to all submitted questions in the form of a Questions & Answers (Initial Q&A) sheet will be posted on the UCS website at www.nycourts.gov/admin/bids, Current Solicitations, under RFP# OCA-DGCP-032 shortly thereafter.

b. Final Period to Ask Questions

Upon release of the Initial Q&A compilation, the UCS will accept follow-up questions from bidders. The deadline to submit follow-up questions (also referred to herein as the "Final Question Due Date") is Thursday, September 11, 2025 at 2:00pm Eastern. A Final Q&A will be posted on the UCS website at www.nycourts.gov/admin/bids, Current Solicitations, under RFP# OCA-DGCP-032 shortly thereafter.

No further questions will be entertained after the Final Question Due Date.

Pre-Bid Conference

A pre-bid conference will not be held.

Procedure for Bidders to Request a Copy of Exhibits G, H, and I

Information contained in Exhibits G, H, and I is sensitive and is therefore not attached to this RFP. Bidders may request copies of these Exhibits by contacting the designated contact of this RFP. Bidders will be required to enter into a non-disclosure agreement before receiving a copy of these Exhibits.

II. MINIMUM QUALIFICATIONS AND MANDATORY REQUIREMENTS

Minimum Qualifications

UCS will only consider proposals submitted directly by duly licensed insurers that at the time of proposal submission: (i) demonstrate a minimum of three (3) years' experience in providing dental insurance services to employers with beneficiaries comparable to the UCS Beneficiaries (as that term is defined in Section 1.1 Purpose and Scope, above); and (ii) possess all certificates of

authority, licenses, and other approvals necessary to lawfully provide the services required under this RFP. *Proposals will not be considered by brokers on behalf of insurers.*

Mandatory Requirements

UCS will only consider proposals from Bidders that meet the following mandatory requirements:

1. The proposal must indicate that the Bidder offers a unified plan for dental insurance coverage.
2. Claims processing must be performed in the continental United States.
3. Regarding customer service:
 - a. Bidder must maintain a nationwide toll-free number to service program Beneficiaries;
 - b. Bidder's customer service representatives and supervisors must be available, at a minimum, between 9:00 a.m. Eastern Time and 5:00 p.m. Eastern Time Monday through Friday, except for legal holidays observed by UCS; and
 - c. Customer service representatives and supervisors must be based in the continental United States.
4. Bidder will notify UCS of any premium rate increases no later than ninety (90) days prior to the end of the period immediately preceding the period to which the increase would apply.

III. AWARD

3.1 Term of Award

UCS will award a single estimated quantity term contract ("Contract") to the successful Bidder ("Awarded Contractor") for a term of five (5) years (the "Contract Term"). The Contract is expected to commence on or about January 1, 2026.

The Contract will be subject to the approval of the NYS Attorney General and the NYS Comptroller.

3.2 Method of Award

A single award will be made pursuant to this RFP. The Awarded Contractor must: (1) meet the minimum qualifications and mandatory requirements outlined in Article II above; (2) be a responsible bidder as determined in accordance with the criteria articulated in the "Responsible Bidder" paragraph set forth in Article VIII (General Bid Requirements); and (3) receive the highest average composite (technical + cost) score in excess of the minimum score as determined by the selection criteria set forth herein.

Proposals will be reviewed and rated by a team of qualified UCS staff.

Total Technical Criteria Point Scores for each reviewer will be averaged and then combined with Total Cost Point Scores to determine a Composite Score for each proposal. The Composite Scores will be used for ranking bidders.

In the event of a tie composite score, the applicant with the higher cost score, i.e., lowest total cost, will prevail. When price and other factors are found to be substantially equivalent, UCS will select the winning bidder in its sole discretion.

Proposals will be scored as follows:

Technical Criteria	Maximum Points
Organizational Capacity and Experience	21
Technical Proficiency and Proposed Services	24
Plan Specifications	45
Total Technical Criteria Points Available	90
Cost	25
Total Cost Points Available	25
TOTAL COMPOSITE POINTS AVAILABLE	115

3.2.1 Scoring for Technical Criteria (maximum of 90 points available)

Each bidder’s Total Technical Criteria Score will be determined by taking the average of each reviewer’s total technical score for that proposal.

For Example: Bidder A’s proposal receives the following individual technical criteria scores by evaluator: Evaluator 1 gives 55 points. Evaluator 2 gives 52 points. Evaluator 3 gives 58 points. Bidder A’s Technical Criteria Score is 55 points (the sum of 55 + 52 + 58 divided by 3).

A bidder must achieve a Technical Criteria point score of at least 50 (average of all evaluators) to be eligible for award.

3.2.2 Scoring for Cost (maximum of 25 points available)

Cost submissions will be scored as follows:

The proposal with the lowest cost will be awarded maximum cost points (25 points). Lowest dollar cost proposal is defined as the lowest combined annual cost for individual and family

plans as indicated by bidders in the Exhibit A/Pricing Sheet. Each higher priced proposal will be scored according to the following formula:

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

For Example: Bidder A's combined annual cost is \$100,000. Bidder B's is \$125,000. Bidder C's is \$95,000. Bidder D's is \$200,000.

Bidder C would be scored 25 points for having the Lowest Total Cost Proposal.

Bidder A would be scored 23.75 points (\$95,000 / \$ 100,000 * 25)

*Bidder B would be scored 19.00 points (\$95,000 / \$ 125,000 * 25)*

*Bidder D would be scored 11.875 points (\$95,000 / \$200,000 * 25)*

3.2.3 Total Composite Score (maximum of 115 points available)

Each bidder's composite score (Method of Award) will be calculated the following way:

$$\text{Cost Score} + \text{Technical Criteria Score} = \text{Total Composite Score}$$

*For example (see **bold** in score examples above): Bidder A's Total Composite Score is **23.75** (Cost) plus **55** (Technical Criteria) equals **78.75**.*

3.3 Bid Protest Procedure

The bid protest procedures for this RFP may be found in Attachment I.

IV. PRICING

4.1 Pricing/Rates

Rates will remain fixed for the first year of the Contract but may change once for each subsequent Contract year. (See "Premium Rate Increases" below).

Bidder shall underwrite the Plan without payment of commissions. Bidder shall quote its rate on a monthly individual and family basis.

Bidder must explain its methodology for determining premium rates. The explanation must specify: (i) all components of the premium rate, including, but not limited to, experience, retention, margin, and trend; (ii) what is included in each component; and (iii) the amount of the premium cost attributable to each component. With regard to experience, Bidder must state: (i) whether the experience rating is based on community or insured experience; (ii) whether experience is retrospectively or prospectively rated; and (iii) how surpluses, if any, are handled. In addition, Bidder must state which, if any, components of the premium cost will remain fixed throughout the Contract Term. For each component that will not remain fixed, Bidder must describe the factors on which rate adjustments are based, subject to the limitations described in the "Premium Rate Increases" section below.

During the Contract Term, the charge for retention shall in no case be higher on a per enrollee contract basis than that used for any of the Awarded Contractor's policies with other groups of similar size.

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

Pricing shall be submitted only on, and in the format prescribed by, Exhibit A (Pricing Sheet). Bidder must quote pricing on a cost per unit/plan basis (price per individual or family plan). In the event of a bidder's miscalculation, the unit price will prevail. UCS reserves the right to make mathematical corrections based on unit price(s.) Pricing in the Contract for amounts in increments not equal to pricing units indicated in the Pricing Sheet will be prorated accordingly.

4.2 Premium Rate Increases

UCS will consider premium rates increases for the second, third, fourth and fifth years of the Contract Term. Requests for premium rate increases will be required to be submitted in writing to UCS 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 will be required to include a justification for each component of the premium rate for which an increase is requested supported by the appropriate back-up satisfactory to UCS. The Awarded Contractor will also be required to supply any additional documentary evidence, clarification, greater detail, or alternate analyses of the documentary evidence supporting the proposed rate increase that may be requested by UCS.

Any approved increases in premium rates will be effective on the first day of the Contract year to which the increase applies.

New Premium rates will be an amendment to the contract, which is subject to the approval of the Office of the New York State Comptroller ("OSC"). New premium rates will be effective retroactively upon OSC approval.

4.3 Payment

Awarded Contractor shall send true and accurate invoices on a monthly basis by email to Courtney Sim at CSim@nycourts.gov, or such other person or email address as OCA/JBO shall designate.

Payment shall be made within thirty (30) days of receipt and approval by UCS of invoices satisfactory to UCS and OSC.

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

V. PLAN SERVICES

5.1 Organizational Capabilities

5.1.1 Organizational Capacity

Consistent with the Minimum Qualifications and Mandatory Requirements as set forth in Article II, the Bidder must possess all certificates of authority, licenses, and other approvals necessary to lawfully provide the services required under this RFP. Bidder's response to this RFP ("Proposal") must include copies of documents confirming Bidder's ability to conduct business in New York State and provide the services as outlined in this RFP, such as a copy of its license, certificate to conduct business, or registration as may be applicable to this RFP.

The Proposal should demonstrate the Bidder's record of providing dental plan enrollees with superior customer service and access to a robust network of participating providers while also delivering excellent value to the taxpayer. Accordingly, UCS requests information about the Bidder's organizational structure, the Bidder's strengths relative to competitors, and the superiority of the proposed services. UCS also requests information concerning whether Bidder is accredited by the National Committee for Quality Assurance (NCQA), denied accreditation, or has not been reviewed by the NCQA.

To help UCS assess the Bidder's stability and soundness, the Bidder must provide information about the Bidder's credit rating, its level of coverage for errors and omission insurance, its history with cybersecurity incidents, and its protocols for backing up and recovering information in the event of a disaster.

5.1.2 Organizational Experience

Consistent with the Minimum Qualification and Mandatory Requirements as set forth in Article II, the Proposal will need to demonstrate that the Bidder has at least three (3) years' experience providing dental insurance services to public-sector entities with beneficiaries comparable to the UCS Beneficiaries (as that term is defined in Section 1.1 Purpose and Scope, above).

Include in the Proposal a list of current clients receiving dental administration services (especially any public-sector clients and union labor organizations) as well as copies of Bidder's audit reports or certified financial statements for the most recent three (3) years (or a statement as to why no reports or statements are available). If Bidder has defaulted on a contract to administer dental services, disclose that information and explain.

5.2 Technical Proficiency and Proposed Services

5.2.1 General

UCS will only accept bids that propose a unified Plan (one-tier) to administer dental insurance coverage.

Bidders are generally expected to agree to the Contract Terms and Requirements set forth in Article IX which will form the basis of the Contract; provided, however, if the Bidder has any objections to such Contract Terms and Requirements, it must specifically detail its objections and propose alternative language. UCS reserves the right to reject a Proposal that proposes to materially alter

the Contract Terms and Requirements. Any terms and conditions to which the Bidder does not object will be deemed accepted, and UCS reserves the right to disallow proposed modifications to such terms and conditions on that basis if UCS selects Bidder's Proposal. The Contract will also contain the provisions set forth in Appendix A – Standard Clauses for UCS Contracts, which is included in Attachment I. The provisions in Appendix A are non-negotiable and must be accepted by the Bidder.

5.2.2 Personnel

UCS expects the successful bidder to assign a dedicated account team with a primary point of contact (account manager) for UCS. The Proposal must identify which personnel will compose the account team, including their names, titles, and functions. The Proposal should also identify which matters can be resolved directly by the designated account manager and which matters, if any, will require approval from the account manager's superiors (i.e., home office approval). The Proposal should also identify and explain the role of back-up personnel.

Key staff must also be identified, and the Proposal must include either a resume for any current employee who will fill a key staff position or a job description for such role(s). Proposals must also identify whether any claims administrators, customer service representatives, supervisors, or account team members will work from a remote location (e.g., the employee's residence). Remote work is only permitted in the Continental United States. If any such employees will work remotely, the Proposal must describe policies, procedures, and employer-provided systems pertaining to those remote employees' access to and storage of: (i) UCS data; and (ii) Beneficiaries' personally identifiable information, including medical data and claims data.

The successful bidder must have a robust plan to train staff on the specifics of the UCS dental insurance program. The successful bidder must also have effective backup and continuity procedures in place should key personnel leave the firm.

5.2.3 Financial Administration and Data Management

The successful bidder is expected to accept the transfer of funds via wire after checks/drafts are presented to a bank for payment and have cleared.

Describe in the Proposal the Bidder's policy regarding claim/reimbursement checks that have not been cashed. Address whether the policy requires Bidder to reissue checks and, if so, after how much time has elapsed since the check was first issued.

UCS reserves the right to regularly audit membership / enrollment and claims data. It is essential that UCS have access to up-to-date reports containing such information to ensure data integrity and minimize financial risks with claim operations. See the reporting requirements set forth in Section 5.3.3, below, and in Exhibit B.

Describe in the Proposal how the Bidder will ensure that its information management processes comply with IT-specific laws, policies, and standards, including, but not limited to, UCS's standard Data Security Questionnaire and Attestation which is attached as Exhibit D (the Awarded Contractor will be expected to complete the Questionnaire), and the data security, storage, and

access requirements contained in Article IX. Specify the Bidder's back-up, business continuity, and disaster recovery procedures.

5.2.4 Transfer of Services

It is essential that the commencement of services under the Contract occur as smoothly and seamlessly as possible for UCS and its Beneficiaries. Accordingly, the Proposal must detail the steps the Bidder will take to ensure a smooth transition, or if the Bidder is the current incumbent vendor, the steps to continue providing Plan services in accordance with the requirements herein.

Bidder must provide a detailed work plan and schedule. Specifically, the schedule must indicate the date or time period by when Bidder needs to receive data from the incumbent vendor in order to handle claims and payments by the switchover date for this project. The schedule must also show when the Bidder, if selected, will issue administrative materials to UCS and summary plan descriptions (SPDs) to Enrollees.

Describe in the Proposal the Bidder's standard procedures for handling transition of care issues for Beneficiaries in treatment. For example, address how the Bidder will process orthodontia treatment costs incurred prior to the switchover date. Explain how the Bidder proposes to minimize disruption to Beneficiaries receiving: (i) orthodontia treatment from a provider outside the Bidder's participating provider network; and (ii) treatment services other than orthodontia from a provider outside the Bidder's participating provider network.

5.2.5 Enrollee Communications

UCS believes that acceptance of and appropriate participation by Enrollees in the UCS dental program can be realized only with a thorough and highly professional communications effort. Subject to UCS approval, the Awarded Contractor will be responsible for providing Enrollees with the information needed to assure a smooth transition for Beneficiaries.

Explain in the Proposal how the Bidder will design, produce, and deliver sufficient quantities of all necessary forms, printed or video materials, and/or other communication tools to be used in introducing the UCS dental program and to promote and operate the program. Examples of materials include, but are not limited to, newsletter, brochures, posters, participating provider directories, satisfaction surveys for Enrollees, etc. The Bidder will be responsible for paying for all mailing costs incurred to disseminate UCS dental program communication materials to Enrollees.

Include an outline of the Enrollee communications campaign for the UCS dental program's first year and sample communication and enrollee educational materials. Explain in narrative and/or flow chart format how printing and distribution of materials will be handled. Describe the types of information an Enrollee may access on Bidder's website. Also, describe what steps, if any, Bidder will take to incorporate UCS logos or branding on its website for Enrollees if authorized by UCS to do so.

5.2.6 Customer Service

UCS expects the Awarded Contractor to provide excellent customer service to Beneficiaries. The Awarded Contractor must maintain a nationwide toll-free number to service Beneficiaries, and such service must comply with applicable laws, including HIPAA and the ADA. An adequate staff of fully trained, courteous customer service representatives and supervisors must be available, at a minimum, between the hours of 9:00 AM Eastern Time and 5:00 PM Eastern Time, Monday through Friday, except for legal holidays observed by the UCS (See Exhibit L). Customer service representatives and supervisors must be based in the continental United States. Customer service representatives must be able to respond to questions and inquiries regarding benefits, claims status and explanations of benefits and the Awarded Contractor must adequately resolve inquiries, complaints, problems, and questions from Beneficiaries and from UCS within a reasonable time of receiving such communication. Indicate in the Proposal the deadline when UCS and Beneficiaries can expect a response to such inquiries.

UCS will prefer proposals that include access to a dedicated website and/or mobile app through which Enrollees can obtain claim information. The website and other electronic communications must comply with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d). If Enrollees will have access to such features, describe in the Proposal what information will be available to Enrollees, including the ability to chat with customer service representatives (live and/or artificial) and supervisors, as well as any security features offered to safeguard sensitive medical or financial information.

5.3 Reporting Requirements

Explain in the Proposal how the Bidder will satisfy the claims reporting, auditing, and ad hoc reporting requirements explained below.

5.3.1 Claims Reporting

Claims reporting includes providing monthly utilization reports to UCS, providing annual detailed experience and other data to justify premiums, maintaining accounting records necessary to support claim payments, and providing reasonable access to those records for State audit requests.

- Monthly: Claims utilization data (before and after coordination of benefits) indicating dollar amount and number of transactions as follows:

	Active	Retired	Total
Enrollees			
Dependents			
Total			

- Semi-Annual: Procedure Code and Procedure Name Utilization Form:

Procedure Code
Procedure Name
Number of Procedures
Charges (\$)
Averages

The above is to be reported as per the group categories and procedure types.

5.3.2 Audit Reports

To ensure data integrity and minimize financial risks with claim operations, the Awarded Contractor must implement an auditing system / report which UCS can receive upon request. This audit report will include enrollment information as well as the most recent claims data. UCS prefers access to a dashboard that can provide such updated information on demand. If the Bidder does not offer such a feature, UCS will consider proposals to supply such information upon request provided that the maximum proposed turnaround time is ten (10) business days to deliver such reports. See Sample Audit Report in Exhibit K.

5.3.3 Reporting

Describe in the Proposal the Bidder's system for providing monthly, semi-annual, and annual reports to the UCS, including any quality control procedures in place to assure reporting accuracy. Include copies of current or proposed sample reports. Proposals must also describe Bidder's willingness and ability to modify formats as requested by UCS and Bidder's ability to download data in Microsoft Excel and/or text files.

VI. BID RESPONSE DOCUMENTS

6.1 General Requirements

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

Bidders must submit every document listed in Sections 6.2 and 6.3, below. Failure to provide all documents in the manner required – including the number of requested copies - may result in disqualification of a bid response. Any changes, deletions, or additions (including the addition of supplemental terms and conditions) to this RFP or to any exhibits or appendices to this RFP, including Exhibit A / Pricing Sheet, may result in the rejection of the bid as non-responsive.

6.2 Required Proposal Documents

6.2.1 Exhibit A (Pricing Sheet)

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

6.2.2 Narrative Description – Organizational Capacity and Experience

- A. Confirm that the Bidder has **at least three (3) years' experience** providing dental insurance services to public-sector entities comparable to UCS. Include a brief **history of Bidder's experience** administering dental insurance, including: (a) the year of organization; (b) current ownership; (c) affiliated organizations and/or joint ventures; (d) anticipated changes in ownership; and (e) parent/subsidiary relationships.
- B. Provide copies of documents confirming Bidder's ability to conduct business in New York State and provide the services as outlined in this RFP, such as a copy of its license, certificate to conduct business, or registration as may be applicable to this RFP.
- C. Provide a brief description of the **company's current size and organizational structure** and explain why the Bidder has the necessary organizational capacity to administer the UCS dental insurance program.
- D. Indicate whether Bidder is accredited by the National Committee for Quality Assurance (NCQA), denied accreditation, or has not been reviewed by NCQA. Please provide relevant documentation.
- E. Indicate the Bidder's most current ratings and date of rating for the Bidder's company by A.M. Best and any other nationally recognized statistical rating organizations regulated by the Securities and Exchange Commission. If the Bidder is not rated by any of these rating organizations, explain why not.
- F. Identify the Bidder's plan to address any **cybersecurity incident**, including steps that would be taken in response to such incidents to protect Beneficiaries. Bidder may also provide examples of any cybersecurity incidents that occurred within the last five (5) years that required Bidder to report the incident to governmental regulators and how it addressed such incident.

6.2.3 Narrative Description – Technical Proficiency and Proposed Services

A. General

- 1. Indicate that the Bidder is offering to administer a unified plan for dental insurance coverage.
- 2. State whether the Bidder intends to **subcontract / outsource** any portion of the work to be performed under the contract awarded from this RFP, including, but not limited to, customer service tasks or claims processing. If so:
 - i. Explain how such arrangement(s) will benefit UCS or its Enrollees; and

- ii. Describe the arrangements and list the companies that would perform the subcontracted / outsourced work and include the length of the relationship between the Bidder and each subcontractor.
3. Describe your company's current **administrative procedures, dental claim volume, and any system changes** that may be necessary in order to administer the UCS's program in the following areas:
 - i. New enrollments;
 - ii. Late enrollments and qualifying events;
 - iii. COBRA;
 - iv. Claims processing; and
 - v. Maintenance of plan records, including: (a) individual's enrollment, coverage, premium payment, and claims history; (b) premium remittance by employer; and (c) claims experience by employer.
4. Confirm in the Proposal that the terms Bidder offers are guaranteed to be firm through March 31, 2026.

B. Personnel

1. **Describe the "Account Team"** that will be available to UCS and in what capacity the Account Team will serve. List the titles and functions of personnel who will be responsible for this account.
2. Explain how the proposed **key staff** will contribute to the success of the UCS dental insurance program.
3. Indicate whether any employees holding the following titles **work remotely** (that is, from a location that is not owned or rented by Bidder): (i) claims administrator; (ii) customer service representative; (iii) supervisor; and (iv) account team member.
 - If any employees holding any of these titles works remotely (remote work permitted in CONUS only), discuss the Bidder's policies, procedures, and employer-furnished systems pertaining to those remote employees' access to and storage of: (a) UCS data; and (b) Beneficiaries' personally identifiable information, including medical data and claims data.

C. Financial Administration and Data Management

1. Describe Bidder's **methodology for determining premium rates**.
2. Describe Bidder's **methodology for establishing its Usual, Customary, and Reasonable Charges (UCR) schedule**, including whether Bidder obtains its UCR schedule from an outside service.
3. Describe the Bidder's **policy with respect to claim/reimbursement checks that have not been cashed**. Indicate whether the Bidder reissues the claim checks, and if so, after what period. If not, describe the process of handling uncashed checks.
4. Describe how the Bidder will ensure that **information management processes** comply with IT-specific laws, policies, and standards, including, but not limited to, UCS's standard Data Security Questionnaire and Attestation which is attached as Exhibit D (the Awarded Contractor will be expected to complete the

Questionnaire), and the data security, storage, and access requirements contained in Article IX.

5. How many days are needed to **implement plan design changes** so that the Bidder's systems are fully programmed to process the changes (e.g., 30, 60, or 90 days)?
6. Describe the Bidder's **HIPAA privacy procedures**. Also describe the Bidder's HIPAA security policy and procedures as they would relate to administration of the dental program.
7. Describe fully the Bidder's **quality assurance program**, including pre- and post-adjudication audits, sample selection, who performs audits, frequency of audits and recent process improvements. Provide a flow chart detailing the internal audit procedure. Confirm that the Bidder will submit an accuracy report following the conclusion of each internal audit.

D. Transfer of Services

1. Describe in detail the steps the Bidder would take to ensure a smooth **transition when assuming administration** of the UCS program from the predecessor dental insurance carrier, or if the Bidder is the current incumbent vendor, the steps to continue providing Plan services in accordance with the requirements herein.
2. Demonstrate how the Bidder will work effectively with UCS and the incumbent contractor in order to timely **assume total operational responsibility** for the Plan.
3. Provide a **work plan and schedule** identifying the tasks and time frames required to complete the transition. Specifically, indicate what data the Bidder will need from the incumbent dental insurance carrier to provide in order to meet an implementation date as soon as January 1, 2026, and indicate the deadline for the Bidder to receive that data.
4. Demonstrate how the Bidder will have the following in place prior to the Contract start date: (a) an appropriate **claims payment system**; and (b) qualified **claims processing staff**.
5. Explain how Bidder will provide **continuity of care** by administering benefits for procedures that began before the effective date but will continue after the effective date (e.g., orthodontics, implants, etc.).
6. Explain how Bidder will **transfer prior orthodontia treatment costs** under the existing UCS plan if selected as the new dental insurance carrier.
7. Describe the Bidder's standard procedures for handling **transition of care issues for its members in orthodontia treatment** with a provider that is not in the Bidder's network at time of transition.
8. Describe the Bidder's standard procedures for handling transition of care issues for its members in treatment for **dental procedures other than orthodontia** with a provider that is not in the Bidder's network at time of transition.
9. Indicate how much time the Bidder will require after the effective date of the Contract to **issue administrative materials to UCS and summary plan descriptions (SPDs)**.

E. Enrollee Communication

1. Provide an outline of the Enrollee **communication campaign** Bidder proposes for the first year. Explain how such campaign will contribute to the success of the UCS dental insurance program.
2. Describe **support and resources provided during open enrollment**. Outline Bidder's open enrollment process and needs.
3. Identify any **communication materials** the Bidder routinely provides (e.g., SPDs, enrollment and claim forms, plan description materials, etc.).
4. Discuss how the Bidder will draw on its expertise to assist UCS with the **initial development and ongoing review of communication materials**, including enrollment forms, enrollment guides, benefit summaries, informational bulletins, brochures, and/or newsletters regarding the UCS dental insurance program, and confirm that such services are available at no additional cost.

F. Customer Service

1. Indicate **how Enrollees may communicate with the Bidder** (e.g., conventional mail, telephone, email, etc.).
2. Confirm that the Bidder will establish and maintain a **dedicated toll-free telephone number** to Beneficiaries, which is staffed with representatives located in the continental United States. Indicate which hours and days Enrollees will be able to reach a customer service representative. Indicate which hours and days Enrollees will be able to reach a supervisor. Describe:
 - i. The capabilities of the telephone system that Bidder proposes to use for the program, including the automated response system;
 - ii. How the Bidder handles after-hours calls;
 - iii. How staff will be trained; and
 - iv. Methods for accessing customer service operations electronically (e.g., email, text, etc.).
3. Indicate whether the Bidder has a **dedicated website and/or mobile app** for Enrollees to establish an account to obtain claim information for such member and any dependents. If such a website/mobile app is offered:
 - i. Discuss any other information that will available, such as EOBs, search capabilities to locate network providers, access to current available benefits, histories of previously submitted claims and payments, etc.;
 - ii. Note any chat capabilities for Enrollees to communicate with an artificial customer service representative, a live customer service representative, and/or a supervisor;
 - iii. Propose how the website / mobile app and any communications therefrom can be branded to assure Enrollees that services are affiliated with a UCS-provided program; and
 - iv. Describe any security features, such as multifactor authentication, that the website / mobile app includes.
4. Per Section 5.2.6 above, "Awarded Contractor must adequately **resolve inquiries**,

complaints, problems, and questions from Beneficiaries and from UCS within a reasonable time of receiving such communication.” Indicate within how many hours or calendar days the Bidder will:

- i. Acknowledge receipt of such a communication from a Beneficiary or UCS;
- ii. Provide an initial update to a Beneficiary or UCS regarding the status of such a communication if the inquiry from the Beneficiary or UCS cannot be resolved within the timeframe for acknowledging receipt of the communication; and
- iii. Provide subsequent updates to a Beneficiary or UCS regarding the status of such a communication if the inquiry from the Beneficiary or UCS cannot be resolved within the timeframe for providing an initial update or other previous update.

G. Reporting Requirements

1. Describe the Bidder’s system for providing monthly, semi-annual, and annual **reports to UCS**, including any quality control procedures in place to assure reporting accuracy.
 - i. Discuss the Bidder’s willingness and ability to modify formats as requested by UCS;
 - ii. Describe the Bidder’s ability to upload and download data in Microsoft Excel and/or text files securely; and
 - iii. Confirm that reports will be furnished to UCS at no additional cost.

2. Confirm that the Bidder will supply **monthly claims utilization reports** indicating the dollar amount and number of transactions for the following information:

	Active	Retired	Total
Enrollees			
Dependents			
Total			

Describe any additional information Bidder recommends be included in such claims utilization reports.

3. Confirm that the Bidder will supply **semi-annual reports** itemizing the following information for each procedure code:
 - i. Procedure Code
 - ii. Procedure Name
 - iii. Number of Procedures
 - iv. Charges (\$)
 - v. Averages
4. Confirm that the Bidder will supply **audit reports** upon request by UCS. Such audit reports must include enrollment information as well as the most recent claims data. Indicate whether there are any factors that would prevent the Bidder

from supplying an audit report consistent with the Sample Audit Report included in Exhibit K.

- H. Miscellaneous: Confirm that the Bidder will notify UCS of any premium rate increases no later than ninety (90) days prior to the end of the period immediately preceding the period to which the increase would apply.

6.2.4 Narrative Description – Plan Specifications

- A. Eligibility. Confirm that the Bidder’s proposed plan incorporates all of the **eligibility requirements for Beneficiaries** set forth in the RFP, including in Exhibit B, and does not impose any additional or different eligibility requirements.

- B. Annual Deductibles. Confirm that there is no annual deductible as set forth in Exhibit B.

- C. Covered Services

Confirm that the proposed plan **covers all services listed in Exhibit C (Requirements for Covered Services)** at the frequency listed, except for the services listed as not covered.

- D. Claims Administration

1. Indicate the **location of any office(s) that would process/pay claims**. State whether customer service representatives and claims adjudication staff are located in the same office, and if not, describe the arrangement and demonstrate how it will contribute to the effectiveness and efficiency of the UCS dental insurance program.
2. Describe the Bidder’s system for **processing claims from Participating Providers and Non-Participating Providers**. Specifically, include the current turn-around time from receiving a claim to providing payment for other similarly situated clients and the proposed turn-around time for the UCS dental insurance program.
3. Confirm that the Bidder will process **out-of-network claims for services rendered outside the United States** and U.S. Territories.
4. Describe in detail the Bidder’s **regular method of claims processing**. Describe, in progressive steps, the actions the Bidder would take investigating a claim either regarding the charge level or necessity of treatment. Also, discuss any alternate or special procedures.
5. Regarding **turnaround time for claims processing**, indicate the Bidder’s normal “in office” turnaround time, i.e., the time lag between receipt of a dental claim until an EOB is mailed by the office. Indicate what percent of one month’s dental claim volume is generally settled within:
 - i. five (5) working days;
 - ii. ten (10) working days;
 - iii. fifteen (15) working days;

- iv. twenty (20) working days; and
 - v. more than twenty (20) working days
6. Describe fully and demonstrate the effectiveness of the **methods that Bidder uses to control claim costs**, including, but not limited to, dental necessity review and dental alternate treatment review. Indicate whether the Bidder maintains in-house dental expertise (consultants) for dental necessity/alternate review, or pre-treatment approvals, or uses an outside service (identify outside service organization). Describe Bidder's **claims appeal process**. Include a description of each level of appeal and fully describe the involvement of any independent appeal organization(s).
 7. Describe how often benefit payments and EOBs are produced and mailed to Enrollees and providers. Indicate whether Beneficiaries have access to download forms as needed.
 8. Describe what guidelines, processes, or procedures the Bidder uses in determining whether dental services are "necessary" or "appropriate."
 9. Describe what guidelines, processes, or procedures the Bidder uses in determining whether dental services are "experimental" or "investigational" in nature.
- E. Reimbursement Requirements: Confirm that the Bidder will comply with the reimbursement requirements set forth in Exhibit B.
- F. Coordination of Benefits
1. Describe how the Bidder will fulfill the coordination-of-benefits provisions set forth in Exhibit B, including, but not limited to:
 - i. Describe the Bidder's experience coordinating benefits for claimants having secondary or tertiary coverage. Specifically, discuss any procedures and/or system modifications designed to assure proper adjudication specific to such Enrollees' claims. If the Bidder lacks such experience, propose how the Bidder would handle coordination of secondary/tertiary coverage for UCS.
 - ii. Discuss how the Bidder will create and maintain a coordination of benefits file that interfaces with the claims payment system to ensure the accurate payment of claims.
 - iii. Describe whether the Bidder currently coordinates benefits for any other dental program. If so, provide details on Bidder's methodology, including recovery procedures and resulting savings.
 - iv. Describe the procedures used to identify potential coordination of benefits and explain how the Bidder measures coordination of benefits savings in order to determine the percentage and dollar savings. Provide an example.

G. Enrollment File

1. Included as Exhibit J are sample enrollment files. Indicate whether the layout in the samples are acceptable. Incorporate in the Proposal any recommended changes to that layout.
2. Describe how the Bidder will ensure that information exchanged between Bidder and UCS will be encrypted.
3. Describe how the Bidder will ensure that information exchanged between Bidder and UCS will be stored securely and confidentially and meet HIPAA requirements.
4. Confirm Bidder's ability to remove encrypted files containing Beneficiary information.
5. Describe how frequently Bidder can accept electronic files from UCS and indicate how Bidder will confirm whether transmission succeeded or failed.
6. Describe the Bidder's back-up system and protocols.

H. Participating Provider Network Administration

1. Discuss the strengths of Bidder's participating provider network.
2. Identify how long the Bidder's participating provider network has been in place.
3. Indicate whether the Bidder's participating dentists accept reimbursement as "payment in full." Confirm that the Bidder's participating dentists submit all claims and paperwork to the Bidder and the Beneficiary (whether enrollee or dependent) is not required to handle paperwork for participating dentists.
4. For each county in New York State, Connecticut, New Jersey, Florida, North Carolina, and South Carolina, indicate: (i) the current number of providers in the Bidder's network; and (ii) the current number of Dental Specialists who would be available in the county for each of the following areas of specialization:
 - i. Endodontics;
 - ii. Oral Surgery;
 - iii. Orthodontics;
 - iv. Periodontics;
 - v. Prosthodontics; and
 - vi. Pedodontics

The Bidder's entire narrative should not exceed 40 pages. The following documents are not included in this page limit and must be supplied after the narrative responses to the questions above:

- Documentation confirming that the Bidder is authorized or licensed to do business in New York State and provide the services as outlined in this RFP, such as a copy of its license, certificate to conduct business, or registration as may be applicable to this RFP. *Supply after Narrative Description – Organizational Capacity & Experience response.*
- Copies of the Bidder's audit reports or certified financial statements for the last three (3) years (or a statement as to why no reports or statements are available). *Supply after Narrative Description – Organizational Capacity & Experience response.*
- List of current clients receiving dental administration services (especially any public-sector clients and union labor organizations). *Supply after Narrative Description – Organizational Capacity & Experience response.*
- Attach a résumé and/or description of the qualifications (job description) that will be required that includes the title, functions, academic credentials, and relevant experience for each key staff position, including the Account Manager who will be primarily responsible for this account as well as all other personnel who will be responsible for this account. *Supply after Narrative Description – Technical Proficiency & Proposed Services, Personnel response.*
- Sample enrollee campaign materials. *Supply after Narrative Description – Technical Proficiency & Proposed Services, Transfer of Services response.*
- Sample **communication materials** the Bidder routinely provides (e.g., SPDs, enrollment and claim forms, plan description materials, etc.). Provide SPDs and other materials furnished to fund enrollees. *Supply after Narrative Description – Technical Proficiency & Proposed Services, Enrollee Communication response.*
- Sample of current or proposed reports provided monthly, semi-annually, and annually to UCS. *Supply after Narrative Description – Technical Proficiency & Proposed Services, Reporting Requirements response.*
- Sample of current or proposed claim forms. *Supply after Narrative Description – Plan Specifications, Claims Administration response.*
- Sample of current or proposed EOB forms. *Supply after Narrative Description – Plan Specifications, Claims Administration response.*
- List of services/procedures that require insurer pre-determination of benefits. *Supply after Narrative Description – Plan Specifications, Claims Administration response.*
- The list of participating providers nationwide, with emphasis on those located within the State of New York, New Jersey, Connecticut, Florida, North Carolina, and South Carolina.

6.2.5 Sample Participating Provider Fee Schedules and UCR Schedules

Include the following documents with Bidder's response:

1. Participating Provider Fee Schedules for dental procedure codes specified in Exhibit M for ZIP codes 10036, 11207, 12203, 14202, and 14603.
2. Usual, Customary, and Reasonable Charges Schedule (UCR Schedule) for dental procedure codes specified in Exhibit M for ZIP codes 10036, 11207, 12203, 14202, and 14603.

6.2.6 Bidder Contact Information

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

6.2.7 References

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

Note: Bidders will not be penalized if a primary contact or alternate contact declines to respond to a request for references.

6.3 NYS Bid Forms

6.3.1 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 RFP.

6.3.2 Attachment III - Vendor Responsibility Questionnaire

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

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

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

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

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

6.3.3 New York State Vendor File Registration

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

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

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

6.3.4 Electronic Payments

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

6.3.5 Proof of Insurance

Bidder must provide together with its Proposal all documentation required pursuant to Article IX, “Insurance Requirements.”

VII. BID SUBMISSION PROCEDURES

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

7.1 Submission of Proposals by Hand Deliver or Mail

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

Proposals must be clearly addressed and submitted to:

**NYS Unified Court System
Division of Grants, Contracts and Procurement
2500 Pond View, Suite 104
Castleton-on-Hudson, NY 12033
ATTN: Jillian Halse**

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

“Deliver immediately to Jillian Halse”

“Sealed bid - Do not open”

RFP # OCA-DGCP-032 due Thursday, October 2, 2025 2:00pm Eastern

Failure to seal and mark the proposal as prescribed may result in non-delivery and/or rejection of the proposal.

7.2 Submission Deadline

Proposals must arrive at the address above no later than **Thursday, October 2, 2025 at 2:00pm Eastern.**

It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

7.3 Amendment of Proposals

Bidders may only amend submitted proposals prior to the Bid Submission Deadline Date. Amended proposals must be submitted in packaging which clearly indicates “Amended Proposal for RFP # OCA-DGCP-032.” Amended proposals must be signed by an individual who is duly authorized to amend the bidder’s original proposal. Amended proposals must be submitted in the same manner as original proposals described herein. Amended proposals received by UCS after the Bid Submission Deadline Date will be rejected for lateness.

7.4 Withdrawal of Proposal Prior to Bid Submission Deadline Date

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

7.5 Bidder Confidential/Proprietary Information

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

7.6 No-Bids

Bidders deciding not to answer this RFP are requested to send a no-bid letter to OCA, Attn: Jillian Halse, Court Analyst, NYS Unified Court System, Division of Grants, Contracts and Procurement, 2500 Pond View, Suite 104, Castleton-on-Hudson, NY 12033. The envelope must be clearly marked in the lower left corner as follows: RFP # OCA-DGCP-032. No-bid letters may alternatively be sent by email to jhalse@nycourts.gov. Please indicate in “Subject” field: RFP # OCA-DGCP-032 – No-Bid.

VIII. GENERAL BID REQUIREMENTS

Online RFP Package: Disclaimer

Bidders accessing any UCS/OCA solicitations and related documents from the New York State UCS website <https://ww2.nycourts.gov/admin/bids> under “Current Solicitations” shall remain solely and wholly responsible for reviewing the respective solicitation and bid documents on the internet regularly, up to the scheduled Bid Submission Deadline Date, to ensure their knowledge of any amendments, addenda, modifications or other information affecting the solicitation or bid documents in question.

Binding Nature of Bid/Proposal on Bidders

All bids/proposals shall remain binding on bidders until such time as a contract awarded under this RFP is approved by OSC and executed by UCS, unless a bidder receives approval to withdraw its bid/proposal in accordance with this RFP.

Estimated Quantities

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

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

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

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

- i. Who is in arrears to the State of New York upon any debt or performance of any contract;
- ii. Who has previously defaulted on any contractual obligations (as contracting party, surety or otherwise) or on any obligation to the State of New York;
- iii. Who has been declared not responsible or disqualified by any agency of the State of New York;
- iv. Who has any proceeding pending against it relating to the responsibility or qualification of the bidder to receive public contracts;
- v. Whose proposal is incomplete or otherwise non-responsive in any material respect;
- vi. Who is found to be non-responsible based on any of the criteria specified in the paragraph headed "Responsible Bidder";
- vii. Whose facilities and/or resources are, in the opinion of OCA, inadequate or too remote from the UCS locations to render services in a timely manner in accordance with all requirements of this RFP;
- viii. Who does not provide references in accordance with the RFP specifications, or whose references report significant failure to comply with specifications;
- ix. Who is otherwise, in the opinion of OCA, unable to meet specifications; or
- x. Whose conduct or proposal fails to conform to the requirements of the RFP.

UCS further reserves the right to set aside a bid award to a successful bidder if it is unsuccessful in negotiating a satisfactory contract within a time frame acceptable to the UCS, in which event

UCS may then invite the bidder with the next highest composite score to enter into negotiations for purposes of executing a contract.

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

Responsible Bidder

A bidder's responsibility is determined in accordance with, but not limited to, references, past performance history, financial stability, the bidder's responses to Attachment III-Vendor Responsibility Questionnaire, 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 RFP, 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 RFP. 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. UCS may also use proposal information obtained through site visits, management interviews, and UCS's investigation of a bidder's qualifications, experience, ability, or financial standing in the course of evaluation or selection under the RFP. 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.

Minor Bid Irregularities

Provided the same will not materially benefit or disadvantage any particular bidder or substantially alter the requirements of this RFP, UCS may: (i) waive technicalities; (ii) waive minor irregularities, omissions or incompletions in the RFP or a bid response; (iii) waive any RFP requirements that are unmet by all bidders; (iv) consider any and/or all alternatives and/or enhancements suggested by the successful bidder; or (v) make an award under the RFP in whole or in part and negotiate contract terms and conditions with the successful bidder to meet UCS requirements consistent with such award.

Unified Court System Self-Insurance

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

Inspection of Bidder's/Awarded Contractor's Facilities

The UCS/OCA reserves the right to inspect bidder's proposed facilities, as part of the bid evaluation. Subsequent to award, Awarded Contractor's facilities shall be made available for

periodic inspection. In all instances, advance notification will be communicated by appropriate court personnel.

Access to Court Facilities

Awarded Contractor must comply with all applicable location rules, policies, guidelines, and procedures in order to be granted access to court facilities. Where applicable to the performance of work under an awarded contract, bidders shall be wholly responsible for familiarity with the physical layout and access to the courts and buildings in question, including but not limited to, roadways, overhangs, parking, security, elevators, required access permits or insurance certificates. No special accommodations can or will be made by court staff with respect to security measures, access, or parking.

Implied Requirements

Products and services that are not specifically requested in this RFP, 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 RFP 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.

IX. CONTRACT TERMS AND REQUIREMENTS

Subject to Section 5.2.1 above, the terms and conditions set forth below, along with those set forth in Appendix A – Standard Clauses for UCS Contracts (see Attachment I), are binding on and incorporated in the RFP, the Bidder’s proposal, and the contract that results from the RFP. UCS reserves the right to negotiate and incorporate additional terms and conditions in the contract that results from the RFP.

Compliance with Laws

The Awarded Contractor must comply with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, fire, health and safety codes, HIPAA regulations and requirements, prior to and during the provision of all services under the contract resulting from this RFP (as used in this Section IX, “Contract”).

Confidentiality and Data Security

Awarded Contractor acknowledges that any and all information, records, files, documents, or reports contained in any media format provided to the Contractor by UCS, including information about UCS systems, or which may be otherwise encountered by Contractor shall be considered extremely confidential and shall be handled accordingly at all times (hereinafter “UCS

Confidential Information”). Secondary disclosure of the UCS Confidential Information may only be made to Contractor’s employees, officers, directors, agents, volunteers, auditors, representatives, or other third-party contractors who have a reasonable need to know such UCS Confidential Information for purposes of carrying out Contractor’s obligations under the Contract. Neither the Awarded Contractor nor any of its employees, officers, directors, agents, volunteers, auditors, representatives, or other third-party contractors shall at any time be permitted to utilize UCS Confidential Information for any purpose outside the scope of the Contract without the express prior written authorization of UCS. Any breach of this confidentiality provision by the Awarded Contractor or by any of its employees, officers, directors, agents, volunteers, auditors, representatives, or other third-party contractors may result in the immediate termination of the Contract by UCS and may subject the Awarded Contractor to further penalties.

In addition to the requirements contained herein, Awarded Contractor shall use, and require its employees, officers, directors, agents, volunteers, auditors, representatives, or other third-party contractors to use, at least the same degree of care to secure and protect UCS Confidential Information that it exercises to secure and protect its own similar confidential information.

Awarded Contractor is prohibited from maintaining UCS Confidential Information provided to or generated by Awarded Contractor in a mobile or portable device. Remote access to the UCS Confidential Information is prohibited unless such access complies with New York State Information Technology Standard No. NYS-S14-010 as issued by the New York State Office of Information Technology Services¹ or other similar protocols as approved by UCS and distributed to the Contractor in its sole discretion. In addition, Awarded Contractor shall comply with the data security and confidentiality requirements of other government agencies that supply data to UCS. Further, Awarded Contractor shall provide notice of any actual or potential security breach involving the UCS Confidential Information to UCS within 24 hours of discovering such actual or potential breach, and shall also comply with any notification requirements under applicable law, including, but not limited to, the New York State Information Security Breach and Notification Act.

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

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

1 Available for download: <https://its.ny.gov/system/files/documents/2023/05/nys-s14-010-remote-access.pdf>

Awarded Contractor or otherwise passed to other contractors, agents, subcontractors, or any other interested parties, except as expressly and specifically agreed to in writing by UCS.

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

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

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

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

it has complied with the provisions of this paragraph. UCS may withhold payment to Awarded Contractor if UCS data is not released to UCS in accordance with the preceding sections.

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

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

Awarded Contractor must, in accordance with applicable law and the instructions of UCS, maintain such data for the time period required by applicable law, exercise due care for the protection of data, and maintain appropriate data integrity safeguards against the deletion or alteration of such data. In the event that any data is lost or destroyed because of any act or omission of Awarded Contractor or any non-compliance with the obligations of the Contract, then Awarded Contractor shall, at its own expense, use its best efforts in accordance with industry standards to reconstruct such data as soon as feasible. In such event, Awarded Contractor shall reimburse UCS for any costs incurred by UCS in correcting, recreating, restoring, or reprocessing such data or in providing assistance therewith.

Awarded Contractor agrees that any and all UCS data will be stored, processed, and maintained solely on designated target devices, and that no UCS data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that device or storage medium is a necessary and approved component of the authorized business processes covered in the Contract or any addendum thereof, or Awarded Contractor's designated backup and recovery processes, and is encrypted in accordance with all current Federal and State statutes, regulations, and requirements.

The requirements in this Section shall also apply to Confidential Information unless another Section in this Agreement which specifically addresses Confidential Information provides for more stringent requirements.

Notwithstanding the requirements in this Section, the Awarded Contractor, as a covered entity under HIPAA, must always comply with all applicable laws and HIPAA regulations.

Indemnity

Awarded Contractor shall indemnify, defend and hold harmless UCS and the State of New York, its officers and employees from and against any and all claims, causes of action, damages, costs, liabilities and expenses of any kind (including reasonable attorneys' fees and the cost of legal defense) which UCS may incur by reason of: (i) Awarded Contractor's breach of any term, provision, covenant, representation or warranty contained in the Contract; (ii) any act, omission, negligence or intentional misconduct of Awarded Contractor or its employees, subcontractors, agents, volunteers or of other persons under its direction and control; (iii) Awarded Contractor's performance or failure to perform under the Contract; or (iv) enforcement by UCS of the Contract or any provisions thereof. UCS will notify Awarded Contractor of any claim, action, or demand for which indemnity is required in the reasonable opinion of UCS and will cooperate reasonably with Awarded Contractor at Awarded Contractor's expense. Any law firm Awarded

Contractor chooses to defend UCS must be experienced in defending similar claims and will be subject to UCS approval, which will not be unreasonably withheld. Awarded Contractor may not settle any lawsuit or matter relating to the culpability or liability of UCS without the prior written consent of UCS. UCS reserves the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense.

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

Independent Contractor Status

It is expressly understood and agreed that Awarded Contractor's status shall be that of an independent provider of services and that no officer, employee, servant, agent, volunteer, or subcontractor of Awarded Contractor is an employee of the UCS, OCA or State of New York. 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 Awarded Contractor either directly or indirectly in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions, liabilities, obligations or taxes of any nature including, but not limited to, unemployment and Workers' Compensation insurance of the Awarded Contractor or any of its employees or subcontractors.

Insurance Requirements

Awarded Contractor shall be required to maintain during the term of the Contract at its 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. Awarded Contractor 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-120.2** - Certificate of Participation in Disability Benefits Group Self-Insurance; or
- **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

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
Division of Grants, Contracts and Procurement
2500 Pond View, Suite 104
Castleton-on-Hudson, NY 12033

The insurance carrier must 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 workers' 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), personal injury and advertising liability coverage, contractual and products/completed operations liability coverage, and auto liability with minimum limits as follows:

Bodily Injury and Property Damage	\$2 million per occurrence, \$2 million aggregate
Personal Injury and Advertising:	\$1 million per occurrence, \$2 million aggregate

Contractual and Products/ Completed Operations	\$2 million aggregate
Business, Auto Liability, Combined single limits	\$1 million

The policy shall not contain exclusions for contractual liability, independent contractors, gravity-related injuries, or injuries sustained by employee of an insured or any insured.

3. Professional Errors and Omissions Insurance (Professional Liability Insurance) in the amount of at least \$5,000,000 per occurrence, for claims arising out of but not limited to delay or failure in diagnosing a disease or condition and alleged wrongful acts, including breach of contract, bad faith, and negligence. Such insurance shall apply to professional errors, acts, or omissions arising out of the services performed by the Awarded Contractor.
4. Data Breach/Cyber Liability Insurance (Cyber Insurance) at not less than \$5,000,000 each claim, providing coverage for failure to protect confidential information and failure of the security of the Awarded Contractor’s computer systems or UCS’s systems due to the actions of the Awarded Contractor which results in unauthorized access to UCS’s systems or data. Coverage may be satisfied through alternative insurance policies. Such insurance shall provide coverage for damages arising from, but not limited to, the following: (i) breach of duty to protect the security and confidentiality of nonpublic proprietary information or personally identifiable nonpublic information (e.g. medical, financial, or personal in nature in electronic or non-electronic form); (ii) privacy notification costs; (iii) regulatory defense and penalties; (iv) website media liability; and (v) cybertheft of customer’s property, including, but not limited to, money and securities..
5. Please note that if the policy is written on a Claims-Made basis, the Awarded Contractor must submit to UCS an endorsement providing proof that the policy provides the option to purchase Tail Coverage providing coverage for no less than one year after the applicable services is completed in the event that coverage is canceled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.
6. Insurance Compliance:

All policies shall be written with insurance companies authorized to do business in the State of New York and rated no lower than an A- rating Class VII or better in the most current edition of A.M. Best’s Property-Casualty Key Rating Guide. Policies should be endorsed to the New York State Unified Court System as an “additional insured” and “certificate holder.” Contractor agrees to waive its right of recovery or subrogation against UCS and all indemnified parties and additional insureds. All policies shall allow waiver of subrogation in favor of UCS and indemnified parties and additional insureds. All policies must be endorsed to provide that in the event of cancellation, non-renewal, or material modification UCS will receive thirty (30) days’ prior written notice thereof. Awarded Contractor must provide UCS with appropriate certificates of insurance in

compliance with these requirements no later than five business days prior to commencement of the Contract. Contractor must furnish complete policies, including all endorsements thereto, to UCS upon request. By requiring insurance, UCS does not represent that certain coverage and limits will necessarily be sufficient to protect Awarded Contractor, and such coverage and limits shall not be deemed a limitation on Awarded Contractor's liabilities under any indemnity granted to UCS under the Contract. Prior to the commencement of any work by a subcontractor, the Awarded Contractor shall require such subcontractor to procure policies of insurance as required herein and maintain the same in force during the terms of any work performed by that subcontractor.

Intellectual Property

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

Notice of Substantial Change in Contractor Status

In addition to complying with the requirements of State Finance Law Section 138 (requiring prior approval of subcontractors and assignments or conveyances), Awarded Contractor shall notify UCS of any substantial change in the ownership or financial viability of the Awarded Contractor, its affiliates, subsidiaries, divisions, or partners, in writing immediately upon occurrence. "Substantial change" means: (i) sales, acquisitions, mergers, or takeovers of the Contractor, its affiliates, subsidiaries, divisions, or partners that result in a change in the controlling ownership or assets of such entity after the submission of the bid; (ii) entry of an order for relief under Title 11 of the U.S. Code; (iii) the making of a general assignment for the benefit of creditors; (iv) the appointment of a receiver of Awarded Contractor's business or property or that of its affiliates, subsidiaries, divisions, or partners; or action by Awarded Contractor, its affiliates, subsidiaries, divisions, or partners under any State insolvency or similar law for the purposes of its bankruptcy, reorganization, or liquidation; or (v) court-ordered liquidation of Awarded Contractor, its affiliates, subsidiaries, subdivisions, or partners.

Upon UCS's receipt of such notice it shall have thirty (30) business days to review the information. Awarded Contractor may not transfer the Contract to or among affiliates, subsidiaries, divisions, or partners, or to any other person or entity, without the express written consent of UCS. In addition to any other remedies available at law or equity, UCS shall have the right to cancel the Contract, in whole or in part, for cause, if it finds, in its sole judgment, that such substantial change adversely affects the delivery of services or is otherwise not in the best interests of UCS.

Outstanding Tax Liabilities

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

Public Information and Freedom of Information Law

UCS agrees that it shall not disclose trade secret or proprietary information, provided by Awarded Contractor to UCS under the Contract, to any other person without the prior written approval of Awarded Contractor, except in connection with any governmental or judicial proceeding or inquiry or as may be required by applicable law, including but not limited to Article 6 of the New York Public Officers Law (Freedom of Information Law). Awarded Contractor must specifically identify in writing trade secret or proprietary information at the time of its submission and must set forth in such writing the reasons for the claimed exemption from disclosure. Acceptance by UCS of such information does not constitute a determination that it constitutes trade secret or proprietary information.

Registration with NYS Department of State

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

Savings/Force Majeure

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

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

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

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

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

Subcontractors

UCS will contract directly with the Awarded Contractor as the prime contractor. The prime contractor is the sole contractor with regard to the provisions of the solicitation and the Contract. No subcontract entered into by the Awarded Contractor shall relieve the Awarded Contractor of any liabilities or obligations in this RFP or the Contract. The Awarded Contractor agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of the UCS. Approval shall not be unreasonably withheld upon receipt of written request to subcontract. The Awarded Contractor may arrange for a portion/s of its responsibilities under the Contract to be subcontracted to qualified, responsible subcontractors, subject to approval of the UCS. If the Awarded Contractor determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of their involvement in and/or proposed performance under the Contract must be fully explained by the Contractor to the UCS.

The Awarded Contractor retains ultimate responsibility for all services performed under the Contract.

All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of the Contract, including, but not limited to, the body of the Contract, Appendix A – Standard Clauses for UCS Contracts, and the RFP, including additional contract terms outlined therein. Unless waived in writing by the UCS, all subcontracts between the Awarded Contractor and subcontractors shall expressly name UCS as the sole intended third party beneficiary of such subcontract. The UCS reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the UCS or the State of New York a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the UCS. If total compensation to a subcontractor exceeds \$100,000, the subcontractor must submit and certify a Vendor Responsibility Questionnaire.

The UCS reserves the right, at any time during the term of the Contract, to verify that the written subcontract between the Contractor and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in the Contract. Subcontractors may be required to submit to a background check in accordance with the RFP or Contract.

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

shall not relieve the Awarded Contractor in any way of any responsibility, duty and/or obligation of the Contract.

Suspension of Work

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

Termination

A. FOR CONVENIENCE

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

B. FOR BUDGET MODIFICATION

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

C. FOR CAUSE

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

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

D. FOR FINDINGS RELATED TO VENDOR RESPONSIBILITY

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

E. FOR SUSPENSION OR DELISTING OF CONTRACTOR'S SECURITIES

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

Warranties and Guarantees

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

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

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

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

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

EXHIBIT A: PRICING SHEET

See excel file.

EXHIBIT B: SCOPE OF WORK

STATEMENT OF WORK OVERVIEW

UCS provides its approximately 4,424 (number as of January 1, 2025) judges, M/C employees, and other unrepresented employees, including retirees in these groups, coverage for a full range of dental care and services. The coverage is currently provided through a two-tiered plan. The first tier provides a network of participating providers for paid-in-full benefits with a customized fee schedule for out-of-network providers' benefits (Level 1). The second tier is an out-of-network benefit only which supplements, on a percentage basis, the customized fee schedule for out-of-network benefits in the first tier (Level 2). Level 2 also covers certain additional benefits not covered by Level 1 and is based on the current provider's UCR Schedule. All eligible employees are enrolled in the current plan, and all eligible employees are covered by both tiers of the current plan. Important Note: Notwithstanding the current two-tier plan set-up, Bidders must submit a unified (one tier) Plan in response to this RFP.

The UCS claims experience under the current plan is included in Exhibit G.

The Awarded Contractor shall administer a unified plan (one tier) group insurance policy to provide dental benefits to judges, justices, management confidential and other unrepresented employees, retirees (collectively "Enrollees") and their dependents (collectively, with "Enrollees," "Beneficiaries") as set forth below.

PLAN REQUIREMENTS

Eligibility

In General

Judges, Justices, Management/Confidential and other non-judicial, unrepresented employees who are working at least half-time on a regularly scheduled basis and qualified retirees as well as qualified dependents and domestic partners of these groups. The enrollee list (as of January 1, 2025) is in Exhibit H (Combined List – Birthdate, Gender, ZIP Code).

New Employees

New employees' plan coverage begins twenty-eight (28) days after hire date. For employees who transfer (from another UCS plan or other New York State plan) into an eligible group, coverage begins twenty-eight (28) days after transfer date.

Dependents

Dependent coverage includes the Enrollee's spouse, domestic partner, children up to age twenty-six (26), and children over age twenty-six (26) that have an approved disability. Dependent List with Relationship and Age Range is in Exhibit I.

Retirees

Participation in the Plan can be continued in retirement provided the employee: (1) meets a ten-year state service requirement (cumulative and not pro-rated for part-time employees); (2) retires directly from the UCS; and (3) is participating in the Plan at the time of retirement.

Dependent Survivors

If a participating active (regardless of the number of years of service) or retired employee dies, his/her eligible dependents can remain in the Plan for one year after the date of death, at no cost, under the active or retired employee program as applicable. At the end of that year, the dependents become eligible for continuation for up to 24 additional months under COBRA.

Contribution by Employee – None

Vestee Coverage --There is no vestee coverage under the Plan.

PLAN SPECIFICATIONS

Deductibles and Maximums

All such services must be paid at 100% of the bidder's Participating Provider Fee Schedule up to annual and/or lifetime maximums; and Bidder's participating providers must agree to accept as payment in full bidder's payments made pursuant to its Participating Provider Fee Schedule.

Annual Deductible - None

Annual Maximum - Calculated per person based on reimbursements to the provider and/or Enrollee: \$8,000 Annual Per Person. The only services not included in the annual maximum are orthodontia, implants, and adult nightguard.

Lifetime Maximums -- The only services that are subject to lifetime maximums are orthodontia and adult nightguard, and are one per lifetime regardless of employment status with UCS. The lifetime maximums for orthodontia services and adult nightguards are as follows:

Orthodontia

Child: \$6,000 Lifetime Maximum

Adult: \$4,000 Lifetime Maximum

Orthodontia services are not included in the annual per person maximum.

Adult Nightguard

Adult: \$1,500 Lifetime Maximum

COVERED SERVICES

See Exhibit C

The Plan must cover all services listed in Exhibit C at the frequency listed, except for the services listed as not covered. The following services/procedures are defined as the Additional Services: Implants; Child Orthodontia and Adult Orthodontia.

Reimbursement Requirements

For Participating Providers

- All covered services (except for the Additional Services) rendered by Participating Providers must be paid at 100% of the Bidder's Participating Provider Fee Schedule up to annual and/or lifetime maximums. Participating Providers must agree to accept Bidder's Participating Provider Fee Schedule as payment in full, except for the Additional Services.

For Non-Participating Providers

- Preventive/Diagnostic: All covered preventive/diagnostic services provided by nonparticipating providers must be paid at 100% of insurer's UCR Schedule up to annual and/or lifetime maximums and not to exceed the provider's billed charges.
- Basic and Major Restorative Services: All covered basic and major restorative services (except for the Additional Services) provided by non-participating providers must be paid at 80% of insurer's UCR Schedule up to annual and/or lifetime maximums and not to exceed the provider's billed charges.

For The Additional Services

- Orthodontia

Child and Adult Orthodontia must be paid at 100% of Participating Provider Fee Schedule or 100% of Insurer's UCR up to the annual and lifetime maximums and not to exceed the provider's billed charges.

- Implants

Implants must be paid at 100% of Participating Provider Fee Schedule or 100% of Insurer's UCR up to the annual maximum and not to exceed the provider's billed charges.

Enrollment File

The Bidder must have the capability to maintain an accurate, complete, comprehensive and up-to-date enrollment file based on information provided by UCS. This enrollment file shall be used by the Bidder to process claims, provide customer service and produce management reports. See sample enrollment files in Exhibit J. The layouts in the sample files are tentative, however, Bidder must confirm whether or not the layouts in the sample files are acceptable.

The exchange of information between the Awarded Contractor and the UCS must be made in an encrypted manner. The Bidder is required to have a system capable of removing encrypted files containing enrollee/dependent information the specific format of which is to be determined.

The Awarded Contractor will be required to receive electronic files from UCS on at least a weekly basis. The Awarded Contractor will be required to notify UCS by email whether file transfer is a success or failure. If file transfer fails, the Awarded Contractor will be required to receive files without waiting for the next scheduled file transfer. The Bidder must have the capability to maintain the security of all enrollment information and its computer system to protect the confidentiality of enrollee/dependent data contained in the enrollment file. The Bidder must also have a back-up system readily available and in place to be used in the event that the primary system fails or cannot be accessed.

Enrollment Maintenance/Claims/Participating Providers

The Awarded Contractor will be responsible for the following:

1. Determining whether services were provided to the Beneficiaries;
2. Account billings are in compliance with the terms of the participating Provider Agreement and Program regulations;
3. Records are kept of all services/treatments provided;
4. The Beneficiaries actually received the services billed to the Plan (via mail confirmation); and
5. Participating Providers are in compliance with all applicable laws and regulations.

Reporting Requirements

Claims Reporting - including providing monthly utilization reports to UCS; providing annual detailed experience and other data to justify premiums; maintaining accounting records necessary to support claim payments and providing reasonable access to those records for State or UCS audit requests.

- Monthly: Claims utilization data (before and after COB) indicating dollar amount and number of transactions as follows:

Active Enrollees
Dependents
Total Active

Retired Enrollees
Dependents
Total Retired

Total Enrollees
Total Dependents

Total

- Semi-Annual: Procedure Code and Procedure Name utilization form:

Number of Procedures
Charges (\$)
Averages

The above is to be reported as per the group categories and procedure types, as previously indicated.

Audit Report

To ensure data integrity and minimize financial risks with claim operations, the Awarded Contractor must implement an auditing system/report which UCS can receive upon request. This audit report will include enrollment information as well as the most recent claims data. The Awarded Contractor must ensure information management processes are in compliance with IT-specific laws, policies and standards, including, but not limited to, UCS's standard Data Security Questionnaire and Attestation, and any data security, storage, and access requirements contained in a contract or the RFP specifications. See Sample Audit Report in Exhibit K, Article IX of the RFP, and the Data Security Questionnaire and Attestation in Exhibit D.

Ad Hoc Reporting

The Awarded Contractor will be required to submit such reports as UCS deems necessary to set premium rates or justify retention charges. The exact format, frequency and due dates for such reports will be negotiated with the Awarded Contractor.

UCS Audit Rights

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

Claims Processing

The Awarded Contractor will be responsible for processing all claims submitted under the Plan and for providing periodic reports to the UCS. This includes claims for services rendered by both Participating and Non-Participating Providers. Claims Processing must be performed in the continental United States. The Awarded Contractor's responsibilities shall include, but not be limited to the following:

Processing Claims - including timely, accurate payment of claims with a system of edits/audits to guarantee accuracy; assisting Participating Providers in submitting claims within Plan requirements; developing and providing Enrollees with claim forms and Explanation of Benefits Statements; identifying and recovering monies as the result of overpayments or fraud.

Customer Service

Duties and Responsibilities: The Awarded Contractor must maintain a nationwide toll-free number to service Plan Beneficiaries. An adequate staff of fully trained, courteous customer service representatives and supervisors must be available, at a minimum, between the hours of 9:00am Eastern and 5:00pm Eastern, Monday through Friday, except for legal holidays observed by the UCS (See attached Exhibit L). Customer service representatives and supervisors must be based in the continental United States. Customer service representatives must be able to respond to questions and inquiries regarding benefits, claims status and explanations of benefits and the Awarded Contractor must adequately resolve Beneficiaries' inquiries, complaints, problems and questions received by telephone or by mail within a reasonable time.

Enrollee Communications

Duties and Responsibilities: UCS believes that acceptance of and appropriate participation by Enrollees in the Plan can be realized only with a thorough and highly professional communications effort. Subject to UCS approval, the Awarded Contractor will be responsible for providing Enrollees with the information needed to assure a smooth transition for Beneficiaries using the Plan. The Awarded Contractor will design and produce all necessary forms, printed or video materials, and/or other communication tools to be used in introducing the Plan providing sufficient quantities to promote and to operate the Plan including newsletter/brochure, posters; participating provider directories, Enrollee satisfaction survey, etc. The Awarded Contractor will be responsible for paying for all mailing costs incurred to disseminate Plan communication materials to Enrollees.

Coordination of Benefits

Duties and Responsibilities: The Awarded Contractor will be responsible for conducting a Coordination of Benefits (COB) program. COB information may be determined through enrollment when both parties are court system enrollees or obtained from claim forms or through questionnaires sent to Enrollees after claims have been filed. The Awarded Contractor must create and maintain a coordination of benefits file that interfaces with the claims payment system to ensure the accurate payment of claims.

EXHIBIT C: REQUIREMENTS FOR COVERED SERVICES

Bidders must confirm that the Bidder's plan includes AT A MINIMUM the following coverage provisions:

Preventive/Diagnostic

- Three (3) periodic examinations per calendar year, with one (1) comprehensive initial examination per provider per lifetime which is included in the three (3) examinations per calendar year. The examinations include prophylaxes (scaling, cleaning and polishing of teeth).
- X-rays include four (4) bitewing x-rays in each calendar year and one (1) full-mouth series or panoramic film every three (3) years.
- Two (2) fluoride treatments per calendar year.
- Sealants for each covered dependent child from age 6 up to age 14 once per covered tooth (occlusal surface of first and second permanent molars and bicuspids) every three (3) years.
- One (1) Space Maintainer per tooth and one (1) mouthguard per dependent child up to age 19 per lifetime.
- \$1,500 Lifetime Maximum for one (1) nightguard per adult per lifetime.
- Two (2) emergency palliative visits for relief of pain per year.

Basic Restorative Services:

- Extractions (routine removal of tooth/teeth).
- Restorations: Inlays, crowns, and Resin based composite fillings.
- Pins (once every six months, but not covered if installed in connection with prosthetic service).
- Repair of Appliances (repair of dentures including broken or missing teeth or clasps and broken facings; re-cementing of space maintainers, bridges, inlays and crowns.); One (1) per two (2) year period.
- Endodontics (root canal therapy) covered one (1) per tooth per lifetime.
- Pulpotomy once per tooth per lifetime.
- Periodontal coverage for five (5) periodontal treatments per calendar year. One type of periodontal surgery and/or one graft per quadrant.

- Oral surgery for removal of a tooth or for other surgical procedures in or about the oral cavity. X-rays taken solely for surgery, local anesthesia and post-operative care are included in the fee for surgery.
- Anesthesia and IV sedation are covered when rendered in connection with a covered service and given by a practitioner licensed in New York State to administer anesthesia in accordance with American Dental Association guidelines.
- Consultations with a specialist in the fields of oral surgery, orthodontics, periodontics, or endodontics are covered only if there is no other service rendered by the specialist on that date.

Major Restoratives

- Immediate, full or partial permanent dentures, fixed bridgework and removable partial dentures. Replacement or substitution of appliances covered only after five (5) years have passed since the appliance was inserted.
- Re-base or repair of new dentures covered only after six (6) months from the insertion of the denture. Adjustment of appliance covered only after one (1) year from insertion.
- Crowns and inlays inserted on teeth only if the tooth cannot be restored by filling.
- Crowns or pontics for attachment or clasp purposes only if tooth cannot be restored by fillings.
- Annual allowance of \$10,000 for Implants. Implant services are not included in the annual per person maximum.
- Crowns over implants are reimbursed based upon the allowance for a single crown, porcelain fused to predominantly base metal.

Orthodontics

- Orthodontics covered for up to twenty-four (24) months of active treatment and eighteen (18) months of passive treatment.

EXCLUSIONS

The following are not covered:

- Treatment not conforming to accepted dental standards or experimental treatment.
- Care furnished without charge.
- Cosmetic Surgery or treatment.
- Services covered by government plans (e.g. military, Medicaid, Medicare).

- Services covered by Workers' Compensation Insurance.
- Services covered by No-fault automobile insurance.
- Prescription drugs and medications.
- Substitution of more costly materials or services.
- Injuries incurred while in military service.
- Services not listed as covered.
- Items or services to comply with Federal, State or local law.
- Services rendered by an immediate family member (Beneficiary or Beneficiary's spouse, domestic partner, child, brother, sister or parent).
- TMJ disorders unless dental in nature and medically necessary.
- Behavioral management.
- Prohibited referrals.
- Lost or duplicate prosthetic devices.
- Charges for failure to keep a scheduled visit.
- Charges for completing claim forms.
- Services for which any part is eligible for payment under a major medical plan.
- Sinus Augmentation.

Charges incurred while not covered under the Plan: except for charges in connection with a prosthetic device, such charges will be covered if the impressions were taken while covered under the Plan and installed or delivered to the patient within two (2) calendar months following the termination of coverage. Charges will not be covered if the impressions were taken before the date coverage commenced or if taken after the date of termination of coverage; for charges in connection with crowns, such charges will be covered if the tooth was prepared for the crown while covered and the crown is installed within the two (2) calendar months following termination of coverage; charges for root canal therapy will be covered if the tooth was opened while covered and treatment completed within the two (2) calendar months following termination of coverage.

EXHIBIT D: DATA SECURITY QUESTIONNAIRE AND ATTESTATION

See pdf attachment.

**EXHIBIT E: VENDOR ASSURANCE AND CONFLICT-OF-INTEREST DISCLOSURE
TEMPLATE**

TO BE COMPLETED ON OFFEROR'S LETTERHEAD

Date

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

Dear Ms. Halse:

Re: RFP # OCA-DGCP-032 (UCS Dental Insurance Plan)

Vendor Assurance and Conflict of Interest Disclosure

[INSERT OFFEROR NAME] hereby submits this firm and binding offer to the New York State Unified Court System, the judicial branch of the State of New York, in response to Request for Proposals (RFP) # OCA-DGCP-032 (UCS Dental Insurance Plan). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFP.

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

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

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

1. [INSERT OFFEROR NAME] hereby attests that it will not act in any manner that is detrimental to any State project on which the Offeror is rendering services. Specifically, Offeror attests that the fulfillment of obligations by the Offeror, as stated in the Proposal, does not violate any existing contracts or agreements between the Offeror and the State;
2. The fulfillment of obligations by the Offeror, as stated in the Proposal, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Offeror has with regard to any existing contracts or agreements between the Offeror and the State;

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

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

enclosed Resolution of the Corporate Board of Directors of [INSERT OFFEROR NAME].

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

EXHIBIT F: REFERENCES

Bidders must use this form to furnish the references required in Section 6.2.7 of the RFP.

BIDDER'S NAME: _____

REFERENCE #1

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

REFERENCE #2

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

REFERENCE #3

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

EXHIBIT G: UCS CLAIMS EXPERIENCE

Please see instructions in Article I (Procedure for Bidders to Request a Copy of Exhibits G, H, and I) to obtain a copy of this Exhibit.

EXHIBIT H: COMBINED LIST – BIRTHDATE, GENDER, ZIP CODE

Please see instructions in Article I (Procedure for Bidders to Request a Copy of Exhibits G, H, and I) to obtain a copy of this Exhibit.

EXHIBIT I: DEPENDENT LIST WITH RELATIONSHIP AND AGE RANGE

Please see instructions in Article I (Procedure for Bidders to Request a Copy of Exhibits G, H, and I) to obtain a copy of this Exhibit.

EXHIBIT J: SAMPLE ENROLLMENT FILES

Enrollee File

Field Name	Start	End	Field Length	Comments
Status			3	Act = Active Ret = Retiree Cob = COBRA
Dental Coverage			3	011 – Preferred 022 – Supplemental
Type of Coverage			1	1 = Single 4 = Family
Coverage Effective Date			10	mm/dd/year
Social Security Number			9	
Last Name			20	
First Name			20	
Date of Birth			10	mm/dd/year
Sex			1	M = Male F = Female X = Non-Binary
Marital Status			1	S = Single M = Married D = Divorce
Street Address 1				
Street Address 2				
City				
State			2	
ZIP Code			5	

Dependent File

Field Name	Start	End	Field Length	Comments
Dependent Coverage			3	011 – Preferred 022 – Supplemental
Coverage Effective Date			10	mm/dd/year
SSN of Enrollee			9	
Termination Date			10	
Dependent First Name			20	
Dependent Last Name			20	
Relationship			2	SP = Spouse CH = Child DP = Domestic Partner
Sex			1	M = Male F = Female X = Non-Binary
Dependent 1 Date of Birth			10	mm/dd/year
Dependent 1 Extension Reason			1	D = Disabled
Dependent 1 Effective Date			10	mm/dd/year
Dependent 1 Term Date			10	mm/dd/year
Number of Additional Months of Eligibility			3	

Retiree File

Field Name	Start	End	Field Length	Comments
Status			3	Act = Active Ret = Retiree Cob = COBRA
Dental Coverage			3	011 – Preferred 022 – Supplemental
Type of Coverage			1	1 = Single 4 = Family
Coverage Effective Date			10	mm/dd/year
Social Security Number			9	
Last Name			20	
First Name			20	
Date of Birth			10	mm/dd/year
Sex			1	M = Male F = Female X = Non-Binary
Marital Status			2	SP = Spouse CH = Child DP = Domestic Partner

EXHIBIT K: SAMPLE AUDIT REPORT

Field Name	Start	End	Field Length	Comments
Status			3	Act = Active Ret = Retiree Cob = Cobra
Dental Coverage			3	011 – Preferred 022 – Supplemental
Type of Coverage			1	1 = Single 4 = Family
Coverage Effective Date			10	mm/dd/year
Enrollee Social Security Number			9	
Claim Number				
Patient Last Name			20	
Patient First Name			20	
Relationship			2	SP = Spouse CH = Child DP = Domestic Partner
Procedure Code			9	
Procedure Date			10	mm/dd/year
Total Fee Amount			9	Dollars
Amount Excluded			9	Dollars
Amount Covered			9	Dollars
Applied to Deductible			9	Dollars
Co-Insurance Amount			9	Dollars
Total Amount Paid			9	Dollars

EXHIBIT L: LIST OF UCS LEGAL HOLIDAYS OBSERVED (2025)

2025 LEGAL HOLIDAYS	DAY	DATE
New Year's Day	Wednesday	January 1
Dr. Martin Luther King, Jr. Day	Monday	January 20
Lincoln's Birthday	Wednesday	February 12
President's Day	Monday	February 17
Memorial Day	Monday	May 26
Juneteenth	Thursday	June 19
Independence Day	Friday	July 4
Labor Day	Monday	September 1
Columbus Day	Monday	October 13
Election Day	Tuesday	November 4
Veterans Day	Tuesday	November 11
Thanksgiving Day	Thursday	November 27
Christmas Day	Thursday	December 25

EXHIBIT M: COMMON PROCEDURE CODES WITH DESCRIPTIONS

Procedure	Description
D0150	Comprehensive oral evaluation
D0120	Periodic examination
D1120	Children under 12 years of age
D1110	Adult
D1351	Sealant per tooth
D9110	Emergency visit for relief of pain
D0270	Initial bitewing
D0274	Bitewings – four films
D9941	An athletic mouth guard
D2140	Amalgam – One surface, permanent
D2161	Amalgam – Four or more surfaces, permanent
D2330	Resin – one surface, anterior
D2335	Resin – Four or more surfaces, anterior
D2391	Resin-based composite – 1 surf posterior
D2393	Resin-based composite – 3 surf posterior
D7240	Removal of impacted tooth completely covered by bone
D3310	Root canal therapy – anterior
D3330	Root canal therapy – molar
D9220	General anesthesia, first 30 minutes
D5110	Complete dentures: Full permanent, upper jaw
D6604	Inlay – case predominantly base metal, 2 surfaces
D6751	Crown – porcelain fused to predominantly base metal
D2960	Labial veneer (lamine, chairside)
D2961	Labial veneer (lamine, lab processed)
D8399	Appliance fee and diagnostic workup
D6065 & D6058	Implants

**EXHIBIT N: BIDDER CERTIFICATION TO MEETING MINIMUM
QUALIFICATIONS AND MANDATORY REQUIREMENTS**

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

BIDDER'S NAME: _____

Minimum Qualifications

Qualification # 1: The Bidder must, at the time of proposal submission, possess all certificates of authority, licenses, and other approvals necessary to lawfully provide the services required under this RFP. Bidder must attach copies of documentation, such as a license, certificate to conduct business, or registration, confirming Bidder's ability to conduct business in New York State and provide the services as outlined in this RFP.

The Bidder possesses all certificates of authority, licenses, and other approvals necessary to lawfully provide the services required under this RFP, and the Proposal includes documentation, such as a license, certificate to conduct business, or registration, to confirm Bidder's ability to conduct business in New York State and provide the services as outlined in this RFP.

YES NO*

Qualification # 2: The Bidder must, at the time of proposal submission, have at least a total of three (3) years' experience providing dental insurance services to employers with beneficiaries comparable to the UCS Beneficiaries.

The Bidder has at least three (3) years' experience providing dental insurance services to employers with beneficiaries comparable to the UCS Beneficiaries.

YES
 NO*

*** A "NO" response to any of the minimum qualifications will result in Bidder disqualification.**

Mandatory Requirements

Requirement # 1: The proposed plan indicates the Bidder offers a unified plan for dental insurance coverage.

The Bidder's proposed plan indicates the Bidder offers a unified plan for dental insurance coverage.

YES NO*

Requirement # 2: Claims processing must be performed in the continental United States.

The Bidder proposes to process all claims in the continental United States.

YES NO*

Mandatory Requirements

Requirement # 3: Regarding customer service:

- a. Bidder must maintain a nationwide toll-free number to service program Beneficiaries;
- b. Bidder’s customer service representatives and supervisors must be available, at a minimum, between 9:00 a.m. Eastern Time and 5:00 p.m. Eastern Time Monday through Friday, except for legal holidays observed by UCS; and
- c. Customer service representatives and supervisors must be based in the continental United States.

The Bidder’s Proposal includes a nationwide toll-free number to service program Beneficiaries; access to customer service representatives and supervisors, at a minimum, between 9:00 a.m. Eastern Time and 5:00 p.m. Eastern Time Monday through Friday, except for legal holidays observed by UCS; and such representatives and supervisors are based in the continental United States.

YES NO*

Requirement # 4: Bidder will notify UCS of any premium rate increases no later than ninety (90) days prior to the end of the period immediately preceding the period to which the increase would apply.

The Bidder proposes to notify UCS of any premium rate increases no later than ninety (90) days prior to the end of the period immediately preceding the period to which the increase would apply.

YES
 NO*

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

CERTIFICATION

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

Date: _____

Legal Business Name of Bidder: _____

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

Signature: _____

Print Name: _____

Title: _____

DETAIL RATING SHEET

BIDDER: _____

REVIEWER: _____

B. ORGANIZATIONAL CAPABILITIES (maximum of 21 points possible)

Note: *When scoring, in addition to the Bidder's narrative, review the following required documentation submitted by the Bidder:*

- **Copies of the Bidder's audit reports or certified financial statements (or a statement as to why no reports or statements are available).**
- **List of current clients receiving dental administration services (especially any public-sector clients and union labor organizations).**

B1. Based on the Bidder's history administering dental insurance and its organizational structure, including: (a) the year of organization; (b) current ownership; (c) affiliated organizations and/or joint ventures; (d) anticipated changes in ownership; and (e) parent/subsidiary relationships, assess the likelihood that the Bidder has the organizational capacity to administer the UCS dental insurance program. *(maximum of 3 points possible)*

B2. Based on the Bidder's size, current client list, financial statements, audit reports, and information concerning Bidder's National Committee for Quality Assurance (NCQA) accreditation, assess whether the Bidder has the necessary organizational capacity to administer the UCS dental insurance program. *(maximum of 5 points possible)*

B3. Based on the Bidder's rating from A.M. Best and any other nationally recognized statistical rating organizations regulated by the Securities and Exchange Commission (or explanation why Bidder is not rated), assess whether the Bidder has the necessary organizational capacity, financial strength, and creditworthiness to administer the UCS dental insurance program. *(maximum of 10 points possible)* *If a Bidder is not rated by A.M. Best or any other nationally recognized statistical rating organization, review the explanation along with other required financial documents submitted to assess the financial strength of the Bidder.

B4. Assess Bidder's plan to address any cybersecurity incident, including steps that would be taken in response to such incidents to protect Beneficiaries. *(maximum of 3 points possible)*

C. TECHNICAL PROFICIENCY AND PROPOSED SERVICES (maximum of 24 points possible)

C1. Assess the Bidder's general proficiency to administer a unified plan for dental insurance coverage. *(maximum of 5 points possible)*

C2. Assess the Bidder's overall plan for personnel who will be responsible for the UCS's account. *(maximum of 5 points possible)*

Note: *When scoring, in addition to the Bidder's narrative, review the following required documentation submitted by the Bidder:*

- **A résumé and/or description of the qualifications (job description) that will be required that includes the title, functions, academic credentials, and relevant experience for each key staff position, including the Account Manager who will be primarily responsible for this account as well as all other personnel who will be responsible for this account.**

C3. Assess the Bidder's overall plan for the transfer of services, or for the incumbent vendor, continuation of services, when assuming or continuing administration of the UCS dental program. *(maximum of 3 points possible)*

Note: *When scoring, in addition to the Bidder's narrative, review the following required documentation submitted by the Bidder:*

- **Sample enrollee campaign materials.**

C4. Assess the Bidder's overall plan for enrollee communications to contribute to the success of the UCS dental insurance program. *(maximum of 4 points possible)*

Note: *When scoring, in addition to the Bidder's narrative, review the following required documentation submitted by the Bidder:*

- **Sample communication materials the Bidder routinely provides (e.g., SPDs, enrollment and claim forms, plan description materials, etc.). Also, SPDs and other materials furnished to Enrollees.**

C5. Assess the Bidder's overall plan for customer service for UCS Beneficiaries, with particular attention to there being: 1. A dedicated toll-free telephone number to service program Beneficiaries; and 2. Availability of customer service representatives and supervisors between 9:00 a.m. Eastern Time and 5:00 p.m. Eastern Time Monday through Friday, except for legal holidays observed by UCS. *(maximum of 4 points possible)*

C6. Assess the Bidder's compliance to reporting requirements, with particular attention to the adherence to 1. Providing monthly, semi-annual, and annual reports to UCS; 2. Monthly claims utilization reports; 3. Semi-annual reports itemizing procedure codes; and 4. Audit reports. *(maximum of 3 points possible)*

Note: *When scoring, in addition to the Bidder's narrative, review the following required documentation submitted by the Bidder:*

- **Sample of current or proposed reports provided monthly, semi-annually, and annually to UCS.**

D. PLAN SPECIFICATIONS (maximum of 45 points possible)

Note: *When scoring, in addition to the Bidder's narrative, review the following required documentation submitted by the Bidder:*

- **Sample of current or proposed claim forms.**
- **Sample of current or proposed EOB forms.**
- **List of services/procedures that require insurer pre-determination of benefits.**

D1. Assess the Bidder's overall plan for claims administration, with particular attention to the location of any office(s) and staff that would process/pay claims. *(maximum of 3 points possible)*

D2. Assess the Bidder's overall system for processing claims from Participating Providers and Non-Participating Providers, including out-of-network claims for services rendered outside the United States and U.S. Territories. *(maximum of 3 points possible)*

D3. Assess the Bidder's overall method of claims processing, including turnaround time. *(maximum of 3 points possible)*

D4. Assess the Bidder's system and methods used to control claim costs and the Bidder's appeal process. *(maximum of 3 points possible)*

D5. Assess the frequency of how often benefit payments and EOBs are produced and mailed to enrollees and providers, and the availability of downloadable forms for Beneficiaries. *(maximum of 2 points possible)*

D6. Assess the Bidder's guidelines, processes, or procedures that are used in determining whether dental services are "necessary," "appropriate," "experimental," or "investigational." *(maximum of 3 points possible)*

D7. Assess the Bidder's overall plan for coordination of benefits and how the provisions will be fulfilled. *(maximum of 2 points possible)*

D8. Assess the Bidder's overall plan for the enrollment files and security around exchanging Beneficiary information. *(maximum of 5 points possible)*

D9. Assess the Bidder's overall plan for the Participating Provider Network Administration. *(maximum of 6 points possible)*

D10. Assess the Bidder's List of participating providers nationwide, with emphasis on those located within the State of New York, New Jersey, Connecticut, Florida, North Carolina, and South Carolina.

Note: *When scoring, consider the number of participating providers, particularly in New York State, New Jersey, Connecticut, Florida, North Carolina, and South Carolina, and how well-represented they are throughout the urban, suburban, and rural areas. Consider whether the participating provider locations are conveniently located for Enrollees. Also consider the variety of dental specialists that are enrolled in the Bidder's Participating Provider Network, with a particular focus on the number of dental*

offices in the general practice areas that provide preventative services. (maximum of 10 points possible)

D11. Assess the Bidder's Participating Provider Fee Schedules for dental procedure codes specified in ZIP codes 10036, 11207, 12203, 14202, and 14603; and Usual, Customary, and Reasonable Charges Schedule (UCR Schedule) for dental procedure codes specified for ZIP codes 10036, 11207, 12203, 14202, and 14603. *(maximum of 5 points possible).*