STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BID/PROPOSAL—

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

Bid Number: **OCA/JB-187** **Issue Date: 04/06/2012**	**Commodity Group:**
Opening Date: 05/08/2012 **Time: 3:00 PM**	**Commodity Name:** **GROUP VISION BENEFITS**

Marie-Claude Ceppi
NYS Office of Court Administration
25 Beaver Street, R-840
New York, NY 10004
(Agency Name and Address)

Direct Inquiries to: Marie-Claude Ceppi
Email: Mceppi@courts.state.ny.us

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

Per attached RFB/RFP Specifications

OFFICE OF GENERAL SERVICES "GENERAL SPECIFICATIONS" ARE FULLY INCORPORATED HEREIN.

Agency's Specification of item(s) Required (include quantities)	Bidder's Quotation and Specific Description of Item Offered
UCS ATTACHMENTS I, III AND IV ATTACHED & INCORPORATED HEREIN. Rental of an indoor pistol range to provide firearms training for court peace officers.	Respondents are to submit all required documentation and pricing in the format prescribed by the attached RFB/RFP Specifications.

NOTICE TO BIDDERS

Pursuant to the Rules and Regulations of the Chief Administrator for the Courts, sealed responses for furnishing the item(s) in this Solicitation will be received at the above address. When submitting a response, 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 response deviates from the specifications. If necessary, attach a separate sheet setting forth such explanations.

3. Sign the Solicitation Forms. The Bid/Proposal response must be completed in the name of the respondent (corporate or other) and must be fully and properly executed by an authorized person.

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

5. Mail the bid/proposal response to the above agency address in sufficient time for it to be received before the specified bid opening. **LATE RESPONSES 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.

RESPONSES MUST BE SIGNED

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

OCA/JB-187 GROUP VISION PLAN BID OPENING: MAY 8, 2012 AT 3:00 PM

DOCUMENTS ENCLOSURE CHECKLIST

____ Bid Response Form must be included in bidder's proposal. Failure to do so will immediately disqualify bidder's response.

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

____ UCS Request for Bid Form with original signature
____ Attachment I - ☐ Non-Collusive Bidding Certificate, p.3
☐ Corporate Acknowledgment, p.4
____ Attachment II Not applicable
____ Attachment III - Vendor Responsibility Questionnaire
☐ paper questionnaire
or ☐ questionnaire file online via OSC VendRep System
____ Attachment IV - Procurement Lobbying forms
☐ Disclosure of Prior Non-Responsibility Determination (UCS 420)
☐ Affirmation of Understanding and Agreement (UCS 421)
☐ Termination Clause (UCS 423)
____ Copies of bidder's certificate(s) of insurance or other adequate proof evidencing the insurance coverage required by the bid specifications.
Please note: For proof of workers' compensation and disability benefits insurance coverage, ONLY the following forms will be accepted: Workers Compensation Board Form # C-105.2 (workers' compensation coverage) and Form # DB-120.1 (disability benefits insurance coverage), or Form CE-200 (Certificate of Attestation of Exemption)
An ACORD Certificate of Insurance is NOT acceptable proof of NYS workers' compensation or disability benefits insurance coverage.
____ List of at least three (3) references (names, contacts, addresses, phone numbers, emails)
____ List of Participating Providers
____ Organizational chart, copies of resumes and certifications
____ A written description of bidder's back-up system and disaster recovery system
____ Original bid response + five (5) complete copies
____ Signed Documents Enclosure Checklist

To be complete, a bidder's bid response must include ALL the above documents.
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.

*** GENERAL SPECIFICATIONS ***

I. The RFB/RFP Process

Note to Bidders

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

In addition to such other specifications and criteria as are presented herein, the NYS Unified Court System Attachment I - Standard Request for Bid Clauses & Forms, and Attachment IV - Disclosure of Prior Non-Responsibility Determination (UCS 420) as well as Affirmation of Understanding and Agreement (UCS 421) and Termination Clause (UCS 423) pursuant to the Procurement Lobbying Act, which must be downloaded or printed from the UCS Contract & Procurement website under "Addenda" for the appropriate solicitation, are incorporated and made a part of this solicitation.

2. Attachment III - Vendor Responsibility Questionnaire

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

The UCS recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at https://portal.osc.state.ny.us . Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or 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 ciohelpdesk@osc.state.ny.us . However, vendors may choose to complete and submit a 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 or may contact the UCS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

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. Bidders' authorized signature of the RRB/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.

Online RFB/RFP Package: Disclaimer

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

Bid Response/Proposal: Original and Copies

Bidders shall submit all the following required **original RFB/RFP documents:** Bid/Proposal; Executed RFB/RFP Form; Attachment I - pages 3 and 4 of 10; Attachment III - Vendor Responsibility Questionnaire and its Attachment A; Attachment IV - Disclosure of Prior Non-Responsibility Determinations UCS 420, Affirmation of Understanding and Agreement UCS 421 as well as Termination Clause UCS 423; and any other required documentation, brochures, etc. listed on the Document Enclosure Checklist.
Failure to provide all original documents or the failure to provide the requested number of copies may result in disqualification of a bidder's response.

Binding Nature of Bid/Proposal on Bidders

All bids/proposals shall remain binding on bidders until such time as the Office of Court Administration (hereafter "OCA") provides written notification of its intent to award the contract to a specific bidder or until the bidder withdraws its bid/proposal in writing, whichever occurs first.

Packaging, Identifying and Delivering of Bids/Proposals

Bidders may **not** submit their bid/proposal responses online.
Bids/Proposals must be **clearly addressed and submitted** to:

Marie-Claude Ceppi
Management Analyst
NYS Office of Court Administration
25 Beaver Street, R-840
New York, NY 10004

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

"Deliver immediately to Marie-Claude Ceppi R-840"
"Sealed bid - Do not open"
"OCA/JB-187 due May 8, 2012 at 3:00 p.m."

Failure to seal and mark the bid/proposal as prescribed may result in non-delivery and/or rejection of the bid/proposal. Please note that bids/proposals must be received by the above-named OCA-designated person by **May 8, 2012 at 3:00 pm** at the latest or bids will be declared a "late bid" and they will be disqualified. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

No-Bids

Bidders are requested to send a no-bid letter to OCA, Attn: Marie-Claude Ceppi, at the above address, should they decide not to answer this solicitation. The envelope shall be clearly marked in the lower left corner as follows: OCA/JB-187.

Estimated Quantities

Any requirements specified in this solicitation constitutes estimates only, and accordingly no commitment or guarantee to reach any specified volume of business is made or implied.

Compliance with Laws

Awarded contractor(s) must be compliant with all applicable federal, state and local laws, rules and regulations prior to and during the provision of all services under the contract resulting from this RFB/RFP. Awarded contractor(s) must provide proof of workers compensation and disability benefits insurance coverage under NYS law with its proposal or, if it is exempt from such coverage, proof of exemption (See "Insurance Requirements.")

Independent Contractor Status

It is expressly understood and agreed that the awarded contractor's status shall be that of an independent provider of services and that no officer, employee, servant or subcontractor of the contractor is an employee of the UCS, OCA or State of New York. The awarded contractor shall be solely responsible for the work, assignment, compensation, benefits and personal conduct and standards of all such persons assigned to the provision of services. Nothing herein shall be construed to impose any liability or duty on the UCS, OCA or State of New York to persons, firms, consultants or corporations employed or engaged by the awarded contractor either directly or indirectly in any capacity whatsoever, nor shall the UCS, OCA or State of New York be liable for any acts, omissions, liabilities, obligations or taxes of any nature including, but not limited to, unemployment and Workers' Compensation insurance of the awarded contractor or any of its employees or subcontractors.

Rejected and Unacceptable Bids/Proposals

The OCA reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, OCA may reject any bids/proposals from any bidders who are in arrears to the

State of New York upon any debt or contract; or who have previously defaulted on any contractual obligations, (as surety or otherwise), or on any obligation to the State of New York; or who have been declared not responsible or disqualified by any agency of the State of New York, who have any proceeding pending against them relating to the responsibility or qualification of the bidders to receive public contracts or who are found to be non-responsible based on any of the criteria specified in the section headed 'Responsible Bidder'.

References

Each bidder must provide at least three (3) references including the company/agency name, complete address, contact name, title, telephone number and email address, for whom the bidder has provided similar services at any time during the past five (5) years.

Responsible Bidder

A bidder shall be defined as "responsible" in accordance with, but not limited to, references, past performance history, financial stability, compliance with, and the resources to meet the requirements of this RFB's general and detailed specifications, the criteria set forth in paragraph 2 of the General Specifications (Attachment III-Vendor Responsibility Questionnaire) and the criteria set forth in the paragraph headed "Rejected and Unacceptable Bids/Proposals" as well as any other criteria necessary and reasonable to establish the bidder's responsibility.

Insurance Requirements

Bidders shall be required to provide proof of the following insurance coverage, and awarded contractor shall be expected to maintain such coverage at all times during the term of the contract, at its own cost and expense:

Workers' compensation and disability benefit insurance coverage as required under NYS law (see Workers' Compensation Board website at www.wcb.state.ny.us for coverage requirements), or, if it is exempt from such coverage, proof of exemption.
Please note that ONLY the following forms will be accepted: Workers Compensation Board Form # C-105.2 (workers' compensation coverage) and Form # DB-120.1 (disability benefits insurance coverage), or Form CE-200 (Certificate of Attestation of Exemption.) An ACORD Certificate of Insurance is NOT acceptable proof of NYS workers' compensation or disability benefits insurance coverage.

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

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

Errors and omissions insurance with coverage of not less than $1,000,000 per occurrence and $10,000,000 in the aggregate.

All insurance coverage shall be obtained from commercial insurance carriers admitted to do business in the State of New York and shall name UCS as an additional insured or loss payee as appropriate, and shall provide for at least thirty (30) days advance written notice to UCS of cancellation or non-renewal.

Bidder shall also use its best efforts to ensure that all Participating Providers (as hereinafter defined), including bidder, if bidder, as awarded contractor, provides optical services, supplies or products to Members (as hereinafter defined), will carry adequate professional and general liability insurance, whether paid for by bidder or by the individual Participating Provider, unless bidder's insurance provides such coverage. There shall be no cost to UCS for any such insurance coverage.

Confidentiality

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

Awarded contractor shall use, and require its employees and authorized agents to use, at least the degree of care a reasonably prudent person would use to protect and prevent improper access to such information, records, files, documents or reports. Awarded contractor shall store and maintain the records in a manner physically and electronically secure from access by unauthorized persons. Awarded contractor may not

copy, backup or otherwise archive the records for any purpose other than the permitted use herein, or maintain any such records in a mobile or portable device.

Pre-bid Conference

A pre-bid conference will be conducted at **11:00 am** sharp on **April 27, 2012, at the Office of Court Administration, 25 Beaver Street, Room 1106, New York, NY 10004.** While this conference is not mandatory, bidders are strongly encouraged to attend to benefit most directly and immediately from any issues or clarifications presented. Bidders are urged to notify Marie-Claude Ceppi by email of their attendance and of the number of people in their party.

Questions

Any and all questions bidder may have in connection with this solicitation are to be directed **by email only** to the attention of Marie-Claude Ceppi
mceppi@courts.state.ny.us

Please indicate in "Subject" field: OCA/JB-187 Question(s.)

The deadline to submit questions is **April 19, 2012 at 5:00 pm. No questions will be entertained after this deadline.** A written Questions & Answers (Q&A) listing all the questions received and their answers will be distributed at the pre-bid conference, posted on the UCS website, and sent by email to the bidders' list. A revised Q&A reflecting the questions and answers from the pre-bid conference, will be posted on the UCS website and sent to the bidders' list a couple of days after the pre-bid conference.

IMPORTANT: All questions regarding this solicitation must be 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/OCA including the Judiciary Benefits Office (hereafter "JBO") in connection with this RFB/RFP may violate the Procurement Lobbying Act of 2005 (see Attachment IV), will jeopardize the respective bidder's standing and may cause rejection of its proposal.

Bidder's Proprietary Information

Bidders should specifically identify those portions of the proposal deemed to contain confidential or proprietary information or trade secrets, and must provide justification why such material, upon request, should not be disclosed to parties other than OCA/JB, 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). Such confidential/proprietary information must be easily separable from the non-confidential sections of the proposal.

Financial Stability

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

Termination

Early termination of the contract for cause may result in, among other consequences, including but not limited to 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 in the contractor's removal from the UCS/OCA's bidders list for future solicitations. In the event of the termination of the contract, the UCS shall be obligated only for the premiums due up to and including the effective date of termination.

In addition to any other rights or remedies it may have, UCS may terminate an agreement with awarded contractor upon written notice to contractor: (i) in the event that any representation made by the contractor in connection with this RFB shall prove to be false or misleading in any material respect, (ii) upon a determination that Contractor is non-responsible or (iii) if Contractor defaults in the observance or performance of any of the terms and conditions of such agreement, and such default is not remedied within thirty (30) days after such notice has been delivered to contractor specifying the occurrence, omission, or failure giving rise to such default.

Implied Requirements

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

Silence of the Specifications

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

II. RFP# OCA/JB-187

Purpose and Scope

The Unified Court System's Office of Court Administration (hereafter "UCS/OCA") is soliciting sealed proposals to provide for a vision benefits plan ("Plan") for approximately 7,800 active judges and justices, qualified management confidential employees and unrepresented non-judicial employees ("Employee Members"); eligible retirees ("Retired Members"); and Active and Retired Members' spouses, domestic partners, and dependents, who include children up to the age of 26 years old (spouses, domestic partners and dependents, together, "Dependent/Family Members"; Employee Members, Retired Members and Dependent/Family Members, together, "Members" or individually, a "Member".) (See most recent Active Census attached as Exhibit 1.1 and Retiree Census attached as Exhibit 1.2.)

Background

The Unified Court System's Supplemental Benefit Plan went into effect January 1, 1998 for all judges and justices, management confidential employees in negotiating unit 86 and unrepresented non-judicial employees in negotiating unit CT, who are not eligible for the New York City Management Benefits Fund.

The benefits in the Supplemental Benefits Plan are administered by JBO. The Supplemental Benefits Plan consists of three separate insurance components: (1) Life and AD&D Insurance; (2) Vision Care currently offered by Davis Vision; and (3) A Dental Program.

There is currently no cost to the employee for these benefits. The cost for individual and family coverage (or composite rate) has been born by the employer as well as the cost to maintain the plans in retirement.

Currently, qualified active employees, retirees and their respective qualified dependents are eligible for coverage under the Vision Care Benefit Plan.

Term of Award

A single contract will be awarded for an initial term of three years, beginning on or about July 1, 2012. The UCS reserves the right to renew the contract for two additional one (1) year periods, upon the same terms and conditions, except pricing, which for a renewal period shall be determined in accordance with the paragraph below entitled, "Pricing/Rates." UCS further reserves the right to extend the term of the contract for a period not to exceed six (6) months following the expiration of the initial term of this Agreement or any renewal term hereof, upon the same terms and conditions contained the contract, including pricing; provided the aggregate term for which the contract shall be in effect shall not exceed five (5) years. The contract and its renewal and/or extension terms shall be subject to approval by the Office of the New York

State Attorney General ("AG") and the Office of the New York State Comptroller ("OSC").

Pricing/Rates

Premium rates will remain unchanged for the initial three-year term of the contract.

Bidder shall underwrite the Plan without payment of commissions. Bidder may quote its rate on either of (i) a monthly individual and family basis or (ii) a composite per enrollee basis. For purposes of pricing and fee billing: (i) an Employee Member or a Retired Member selecting the individual plan shall each be counted as one plan enrollee; (ii) an Employee Member or a Retired Member selecting the family plan shall be counted as one plan enrollee, regardless of the number of eligible Dependent/Family Members of such enrollee; (iii) an Employee Member or Retired Member shall be counted as one plan enrollee under the composite rate, regardless of whether such enrollee selects an individual or family/dependent plan, and regardless of the number of eligible Dependent/Family Members of such enrollee. Awarded contractor shall be required to apply the pricing method submitted in its bid (individual/family or composite rate) for determining premium rates for the duration of the awarded contract, including any renewals or extensions thereof.

Premium Increases

Premium rates shall be subject to adjustment as of the commencement date of each renewal term by an amount not greater than the percentage change in the Consumer Price Index for all Urban Consumers - New York-Northern NJ-Long Island, Not Seasonably Adjusted (Index 1982-1984 = 100) ("CPI"), plus one percent (1%), over the CPI as of the commencement date of the immediately preceding contract term. Once established, premium rates shall remain fixed during any renewal or extension term.

Requests for premium rate increases must be submitted via written notice to the JBO not less than one hundred eighty (180) days prior to the commencement date of the term in which the increase would apply. Requests for premium increases must include the basis for the proposed increase, including but not limited to claims experience data and other criteria supported by the appropriate back-up documentation. Written notice shall be submitted to:

William Gilchrist
Deputy Director for Judiciary Benefits
Judiciary Benefits Office
NYS Office of Court Administration
98 Niver Street
Cohoes, NY 12047

Method of Award

A single contract shall be awarded to the bidder scoring the highest point total (maximum 100 points) for the following criteria:

1. Pricing/Premium — Max. 55 points

   The lowest total cost $ bid for the 36 month initial term will be awarded 55 points. Each bidder's bid will be evaluated according to the following formula: (lowest $ bid/ $ bid being evaluated) x maximum points = points for $ bid being evaluated. Example: ($ 1.00/ $1.20) x 60 = 50 points.

2. Organizational Resources and Experience — Max. 40 points

   The following criteria will be evaluated on a scale:

- Network of providers	Max. 25 points
- Value-added benefit options	Max. 5 points
- Administration and support service (including clients reports)	Max. 5 points
- Claims control process	Max. 5 points

3. Overall Financial Resources — Max. 5 points

   Points will be awarded based on the ratings from A.M. Best Co.

In addition to the evaluation criteria set forth above, bidder shall be defined as 'responsible' in accordance with, but not limited to, compliance with this RFP's specifications, references, past performance history, financial stability and any other criteria necessary and reasonable to establish the bidder's responsibility (See paragraph "Responsible Bidder".)

Supporting Presentation:

The UCS may request bidder to make an oral and visual presentation (s), on an individual basis, in support of its proposal.

List of Participating Providers:

Bidder shall submit its current list of providers who will provide services under the Plan ("Participating Providers"). The list of Participating Providers shall include the name, address and telephone number of the Participating Provider, and the services it will perform. Bidder shall also indicate the number of Participating Providers located in each Judicial District depicted on the attached Judicial District Map (See Exhibit 5 "Maps") and in each county depicted on the attached greater New York Tri-State Area Map (Exhibit 5 "Maps"). Any material reduction in the number of Participating Providers in a Judicial District or New York tri-state area county, or in the aggregate number of Participating Providers, shall constitute a default under the awarded contract.

Additional Submissions:

Bidder shall submit the following with its proposal:

1. Describe bidder's standard method of claims processing in detail, as well as any alternate or special procedures it proposes to employ under the Plan. Indicate bidder's standard 'in office' turnaround time, i.e. the average time period from when a claim is received until it is paid and/or otherwise acted upon.

2. Provide sample claim forms and other materials furnished to claimants.

3. Bidder must describe its proposed customer service operation, including the number of full-time equivalents that would be dedicated to the Plan; the capabilities of the telephone system that bidder would propose to use for the Plan, including its automated response system; proposed hours of customer service; and whether customer service can be contacted via electronic mail. Bidder must also describe how it will handle after-hours calls and how staff will be trained.

4. Describe bidder's procedure for investigating/auditing claims.

5. Describe bidder's audit procedures for insuring proper payment of claims, including bidder's process for recovering overpayments.

6. Describe bidder's procedures for identifying potential coordination of benefits ("COB") and COB savings.

7. Describe bidder's procedure to provide access for UCS, and any other authorized governmental entity to conduct performance and financial audits and to audit membership/enrollment and claims data.

8. Indicate system to be used by bidder that will provide an alternative identification number to be used in lieu of Member social security numbers.

9. Bidder shall describe its system in place that ensures security and confidentiality of Member data.

10. Bidder shall describe any benefits and/or value-added options it proposes to make available to Members in addition to the basic Plan benefits required under the Detailed Specifications, such as Participating Provider discounts or special pricing for laser vision correction surgery or other procedures, repair or replacement discounts, discounts on supplies or other benefit options. Such additional benefits and/or value-added options shall be at no cost to UCS.

Billing:

The awarded contractor shall submit invoices on a monthly basis and, upon the UCS' approval of the invoices, shall be paid in arrears.

Auditing of Files by UCS

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

Qualifications:

Bidder shall provide an organizational chart identifying the names and titles of the Account Manager and team members responsible for the UCS account. Bidder shall also provide a resume and copies of diplomas/state certifications/other qualifications for each identified team member including the Account Manager. The Account Manager's business address, phone and fax numbers as well as e-mail address should be provided. Bidder's response must document its ongoing current experience in providing the full range of services contained in this RFP's specifications or bidder's response may be rejected. Bidder's systems and data transmission capability shall have up-to-date software and adequate interface with the UCS software and billing system.

Subcontracting:

Subcontracting or any other transfer of any duties or obligations to be performed by awarded contractor hereunder is prohibited, except upon the prior written consent of UCS to the proposed subcontractors, which UCS may grant or withhold in its sole discretion. Subcontracting of any services described herein shall be subject to the following:

1. Bidder must identify in its bid response each proposed subcontractor, type of service(s) to be performed, length and nature of bidder's relationship with proposed subcontractor and must provide any and all additional information regarding the proposed subcontractor as UCS considers reasonable and necessary.

2. All proposed subcontractors shall be subject to the approval of OCA/JBO prior to engagement by contractor and any such approved subcontractor shall be held to the same performance standards as

awarded contractor.

3. The awarded contractor will be the prime contractor and will be responsible for all services required by this RFB/RFP. The UCS will communicate only with awarded contractor and the awarded contractor shall remain wholly liable for the performance by and payment to any such subcontractors, their employees, agents, consultants or representatives.

4. If a bidder that proposes to use one or more subcontractors is awarded the contract, the award will constitute the prior written approval of UCS to the subcontractors named in the bidder's proposal.

*** DETAILED SPECIFICATIONS ***

I. BENEFITS DESCRIPTION

Examinations

On an annual basis, measured from the date of service of the Active or Retired Member ("Benefit Year"), Members shall be entitled to: one eye examination with dilation (when professionally indicated).

Eyeglasses/Contact Lenses

Per Benefit Year:

Employee Members shall be entitled to: the choice of two (2) pairs of eyeglasses (lenses and frames), including a VDT pair, or contact lenses (in lieu of eyeglasses).

Retired Members and Dependent/Family Members shall be entitled to: the choice of one (1) pair of eyeglasses (lenses and frames), or contact lenses (in lieu of eyeglasses).

Awarded contractor (sometimes hereinafter, "Insurer") will issue authorizations to Participating Providers on behalf of eligible members for benefit utilization. Authorizations shall be valid for forty-five (45) days. Members shall be permitted to split benefits between eye examinations and materials, and between in-network and out-of-network Participating Providers.

Additional Benefits/Value-Added Options

Insurer shall list in detail any additional benefits and/or value-added options it will make available to Members.

II. PLAN REQUIREMENTS

Annual Deductible

- In-Network: - None

- Out-of-Network: $25.00 per Member

Annual Maximum Benefit

- In-Network: No mandatory limit

- Out-of-Network: $150.00 per Member

Waiting Period : Plan coverage will begin the first day of the month following 28 consecutive days of continuous employment by an eligible UCS employee. Plan coverage for eligible dependent/family members will begin as of the date of coverage of the eligible employee.

Contribution to Plan Premium by Member - None

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

Eligibility - Retired Employees - Active employees who meet a ten (10) year service requirement and retire directly from the UCS, and are not eligible for the New York City Management Benefits Fund (each, as determined by JBO).

Eligibility - Dependents/Family of Active and Retired Employees - Spouses, domestic partners, dependent children and children up to the age of 26. Children include natural children, stepchildren, children of domestic partners, and legally adopted children including children in a waiting period prior to finalization of adoption.

Enrollment - Enrollment is determined by JBO in its sole discretion.

Plan Maintenance - The Insurer will be responsible for the following:

- Determine whether services and payments were provided to Members;

- Account billings are in compliance with the terms of the awarded contract;

- Maintain satisfactory records of all Plan payments provided;

- Compliance with all applicable laws, rules and regulations;

- Ensure security and confidentiality of Member information in accordance with the specifications of this RFB, and as required by law.

III. PLAN SPECIFICATIONS

1. Benefits Options Available:

In-Network - Participating Providers: Use by Member of Participating Providers for covered service benefits, paid in full by the Insurer directly to the Participating Provider.

Out-of-Network - Indemnity Reimbursement: Selection by Member of out-of-network providers of Member's choice for covered service benefits. Choice by Member of: direct payment to of out-of-network provider and reimbursement by Insurer to Member or filing claim with Insurer, each (reimbursement or filing of claim) up to prescribed limits under the Plan. The indemnity reimbursement cannot be used to cover out-of-pocket Member costs incurred under the in-network option.

Members may change the choice benefit option (in-network or out-of-network) each Benefit Year. Different options may be selected within a family/dependent unit during the same Benefit Year.

2. Plan Benefits, Frequencies and Costs:

Eye Examinations - One per Benefit Year, including dilation as professionally indicated (as provided in the Section I above).

Co-payment - None

In-Network - Covered

Out-of-Network - The first $25 of covered expenses are paid in full, then 80% of the remaining covered expenses will be paid, up to a maximum of $150 per person per Benefit Year.

Spectacle Lenses - One or two per Benefit Year (as provided in the Section I above).

Co-payment - None

In-Network - Covered (See Exhibit 3 for options that will be required to be covered under the Plan at the charges indicated therein.)

Out-of-Network - The first $25 of covered expenses are paid in full, then 80% of the remaining covered

expenses will be paid, up to a maximum of $150 per person per Benefit Year.

Frames - One or two per Benefit Year (as provided in the Section I above)

Co-payment - None

In-Network - Selection from in-network Participating Provider's plan covered basic frames or a $ 125 retail credit toward a Participating Provider's non-covered selection of premium frames.

Out-of Network - The first $25 of covered expenses are paid in full, then 80% of the remaining covered expenses will be paid, up to a maximum of $150 per person per Benefit Year.

Contact Lenses Elective - Each Benefit Year, as provided below

Co-payment - None

In-Network - Covered standard, soft, daily wear disposable or planned replacement contact lenses may be selected in lieu of eyeglasses, or a $105 credit may be applied toward non-covered contact lenses offered by a Participating Provider. Participating Provider to give specific co-payment information to Member for the type of lenses required. Medically necessary contact lenses are covered in full (prior approval is required, to be determined in a fair, just and reasonable manner by Insurer).

Out of Network - The first $25 of covered expenses are paid in full, then 80% of the remaining covered expenses will be paid, up to a maximum of $150 per person per Benefit Year.

New patient of Participating Provider or first-time contact lenses wearers are entitled to an initial supply (two multi-packs) of lenses, together with all necessary visits for proper fitting and recommended follow-up care. Existing contact lens wearers are entitled to four multi-packs of lenses per Benefit Year.

VDT Benefit (Employee Members Only)

VDT eye examination, frame and lenses - One per Benefit Year, including dilation as professionally indicated. VDT examination frame and lenses will count against Employee Member's Benefit Year allowance.

Co-payment - None

In-Network - Selection from the exclusive in-network Participating Provider's plan frames or a $30 retail allowance toward Participating Provider's non-Plan selection of frames.

Lenses and frames:

Insurer/Participating Provider shall provide lenses and frames that are first quality and free of defects, including choice by Member of glass or plastic lenses in single, bifocal, tri-focal or progressive lenses.

Insurer shall be responsible for ensuring that Participating Providers maintain a varied and contemporary selection of Plan frames, including but not limited to styles in metal or plastic for men, women and children, half-eye styles, protective sport goggles and designer models. Plan frames must be available at two separate benefit levels: basic and premium. The Insurer must contractually require Participating Providers to stock a minimum of ten (10) basic frame styles, twenty (20) premium frame styles. The Insurer may not count a different size or different color of the same frame when assessing compliance with the minimum frame selection.

The Insurer must provide a one-year unconditional warranty against breakage for all Plan frames and lenses that are (i) dispensed by or on behalf of Participating Providers under the Plan. The warranty may be provided by the respective laboratory, manufacturer or Participating Provider; however, in the failure or absence thereof, such warranty shall be the responsibility of the Insurer.

3. Items Not Fully Covered by the Plan

Plan Benefits, unless provided as necessary by a legally qualified ophthalmologist, optometrist, optician or other licensed eye care professional are not covered. In addition, the following are not covered by the Plan:

1. Sunglasses or tinted lenses which do not require a prescription.
2. Repair or replacement of damaged frames or replacement of scratched lenses (except if defective); replacement of lost lenses or frames.
3. Services or supplies for which the Member incurred no expense or which are compensable under a Workers' Compensation Law or a similar law.

IV. CLAIMS ADMINISTRATION

Insurer shall:

1. Maintain a nationwide toll-free number to service Members. 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 EST and 5:00 PM EST, Monday through Friday, except for legal holidays observed by the UCS (See attached Exhibit 3). Customer service representatives must be able to respond to questions and inquiries regarding benefits, claims status and explanations of benefits and the Insurer must adequately resolve Member inquiries, complaints, problems and questions received by telephone or by mail within a

reasonable time.

2. Maintain complete and accurate records for all paid claims, closed claims and incurred claims; such records to be provided to JBO upon request.

3. Analyze and monitor claim submissions to identify network inadequacies and possible fraud.

4. Maintain the security of claims file as required under the RFP.

5. Maintain a back-up system and disaster recovery system for processing claims in the event that the primary claims payment system fails or is not accessible. Bidder shall provide a written description of its back-up system and disaster recovery system with their bid response.

6. Create, maintain and update as and when necessary an enrollment database for all Members containing the data fields listed in the sample file below:

Monthly Enrollee File

Field Name	**Start**	**End**	**Field Length**	**Comments**
Empl_Status				
Member Alt. ID Number				
Member Last Name				
Member First Name				
Member Middle Initial				
Member SSN				
Dependent Number				
Relationship				
Date of Birth				

Sex				
Eligible Date				
Address 1				
Address 2				
City				
State				
Zip 5				
Zip 4				

V. REPORTS/SYSTEMS/DATA COMMUNICATION

1. UCS will provide Insurer via electronic transmission with a monthly Member update file in the format illustrated by Exhibit 5. The file will not contain header or trailer records; transmittal forms containing control total will be provided with all files. The file will contain data for active Members. The monthly enrollment file will be submitted to the Insurer vendor each month.

2. The Insurer must advise the JBO of verification that the monthly update file was received and must update its Member database within two (2) business days of receipt of the file from JBO.

3. Prior to the last day of the each quarter, the Insurer will deliver to JBO via electronic transmission an enrollment reconciliation file. The file will not contain header or trailer records; transmittal forms containing control total will be provided with all files. The file will contain a record of each Member included in the Insurer's database. The file will be used to produce exception reports.

4. Provide a utilization report to JBO, in form and content satisfactory to JBO, every 6 months during the term of the awarded contract.

List of Exhibits

Exhibit 1.1 Active Census (Excel) - Bidders must not change the data provided in Exhibit 1.1.

Exhibit 1.2 Retiree Census (Excel) - Bidders must not change the data provided in Exhibit 1.2.

Exhibit 2 Frames/Lenses Choices (p. 23)

Exhibit 3 UCS Legal Holidays Observed (p.25)

Exhibit 4 Utilization 2010 and 2011

Exhibit 5 Maps: NYS Judicial Districts
Greater New York Tri-State Area

OCA/JB-187 PRICING SHEET

Bidder is required to quote its rates on a rate per month basis and to compute total costs. Bidder may quote **EITHER** Pricing Option #1 **OR** Pricing Option #2, but **NOT BOTH**. In case of a calculation error in total cost, UCS reserves the right to make mathematical corrections based the quoted rate per month.

I. <u>Pricing Option #1</u>

a. Individual employee		Estimated # of enrollees		Total Cost: Rate per month:
$ _____	x	837	=	$ _____

b. Family rate per month:				
$ _____	x	2536 (not including family/ dependents)	=	$ _____

c. Total individual employee/family rate per month (a. + b.) / Total Cost – Option #1	=	$ _____
TOTAL COST - Option #1 (c. x 36 months)	=	**$ _____**

II. <u>Pricing Option #2</u>

a. Composite rate per month:				
$ _____	x	3373	=	$ _____
TOTAL COST - Option #2 (a. x 36 months)			=	**$ _____**

Company Name:_____

Authorized Officer's Name and Title:_____

_____

Signature: _____ Date:_____

Exhibit 2 Frames/Lenses Choices

The Bidding/Participating Provider shall provide lenses and frames that are first quality and free of defects including the following frames/lenses choices which shall include enrollee contribution as indicated below:

Frame/Lenses Choices		Dress	VDT
Basic frames		$ 0.00	$15.00
Premium frames		$ TBD[1]	$35.00
Polycarbonate lenses		$ 0.00	$30.00
Scratch-resistant lens coating		$ 0.00	$20.00
Photogrey Extra® (sun-sensitive) glass lenses		$ 0.00	$20.00
Ultraviolet (UV) coating		$ 0.00	$12.00
ARC (anti-reflective coat)			
Standard	$35.00	$35.00	
Premium	$48.00	$48.00	
Ultra		$60.00	$60.00
Photo-sensitive plastic lenses		$65.00	$65.00
High-index (thinner and lighter) lenses		$55.00	$55.00
Progressive addition lenses[2]			
Standard		$ 0.00	$50.00
Premium		$40.00	$90.00
Polarized lenses	$75.00	$75.00	

[1] $125 Member credit

[2] Progressive addition multifocals can be worn by most people. Conventional bifocals will be supplied for anyone who is unable to adopt to progressive addition lenses; however, the copayment (if any) will not be refunded.

Exhibit 2 (cont.)

Blended invisible bifocals	$ 0.00	$ 20.00
Intermediate lenses	$ 0.00	$ 0.00

Exhibit 3 - UCS Legal Holidays Observed - 2012

2012 Holidays		
New Year's Day	Mon	January 2
Dr. Martin Luther King, Jr. Day	Mon	January 16
Lincoln's Birthday	Mon	February 13
President's Day	Mon	February 20
Memorial Day	Mon	May 28
Independence Day	Wed	July 4
Labor Day	Mon	September 3
Columbus Day	Mon	October 8
Election Day	Tue	November 6
Veterans Day	Mon	November 12
Thanksgiving Day	Thu	November 22
Christmas Day	Tue	December 25

Exhibit 4 Utilization 2010 and 2011

Davis Vision Client Review

Group: NYS Unified Court System

Reporting Period: January 2011 - December 2011

The following provides an overview of your Davis Vision Plan.

Utilization: The In-Network utilization for the reporting period is: **92%**

The distribution of vision care services for your membership for the reporting period is:

Exam Only-	**10.0%**
Materials Only-	**24.0%**
Exam and Materials-	**66.0%**
Total-	**100.0%**

Claims: The number of claims paid in the reporting period is: **3,246**

Enrollment: The average monthly membership for the reporting period is:

Subscribers	**3,175**
Dependents	**4,279**
Lives	**7,455**

Client Statistics

	Shown for the following Date Range			
	Jan-11 thru Dec-11		**Jan-10 thru Dec-10**	
Average Number of Covered Subscribers	3,175		3,274	
Average Number of Covered Dependents	4,279		4,474	
Average Number of Covered Lives	7,455		7,748	
Number of In-Network Claims	2,979	(92%)	2,901	(91%)
Number of Out-of-Network Claims	267	(8%)	288	(9%)
Overall Utilization Rate	43.5%		41.2%	

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Davis Vision Client Review

Group: NYS Unified Court System

Reporting Period: January 2011 - December 2011

Utilization by Service (#/%)

	Shown for the following Date Range			
	Jan-11 thru Dec-11		Jan-10 thru Dec-10	
	NYS Unified Court System		NYS Unified Court System	
Eye Examinations	2,266		2,204	
Plan Frame	1,591	(71.8%)	1,602	(72.8%)
Non-Plan Frame	624	(28.2%)	599	(27.2%)
Total Frames	**2,215**		**2,201**	
Single Vision Lenses	1,107	(41.5%)	1,096	(41.5%)
Bifocal Lenses	896	(33.6%)	865	(32.7%)
Trifocal Lenses	323	(12.1%)	333	(12.6%)
Medically Necessary Contact Lenses	7	(0.3%)	3	(0.1%)
Contact Lenses	334	(12.5%)	347	(13.1%)
Total Lenses	**2,667**		**2,644**	
Plan Contact Lenses	73	(21.9%)	112	(32.3%)
Non-Plan Contact Lenses	261	(78.1%)	235	(67.7%)
Total Contact Lenses	**334**		**347**	
Similar Business Segment	*Government*		*Government*	

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Davis Vision Client Review

Group: NYS Unified Court System

Reporting Period: January 2011 - December 2011

Lens Options Ranking

Shown for the following Date Range

	Jan-11 thru Dec-11			Jan-10 thru Dec-10		
	NYS Unified Court System			NYS Unified Court System		
Scratch Protection	1	(69.5%)	1	1	(69.2%)	1
Polycarbonate Lenses	2	(54.5%)	2	2	(55.7%)	2
Premium Progressives	3	(33.1%)	3	3	(32.6%)	3
Anti-reflective Coating (ARC) - Premium	4	(23.5%)	5	4	(23.1%)	5
Plastic Photosensitive Lenses	5	(21.0%)	4	5	(20.3%)	4
Standard Progressives	6	(9.9%)	9	6	(10.2%)	9
Anti-reflective Coating (ARC) - Ultra	7	(9.3%)	8	8	(7.2%)	8
Anti-reflective Coating (ARC) - Standard	8	(7.3%)	6	7	(7.4%)	6
High Index Lenses	9	(5.9%)	7	10	(5.9%)	7
Polarized	10	(5.3%)	12	11	(4.6%)	12
Tinting	11	(4.6%)	11	9	(6.1%)	11
UltraViolet Coating	12	(3.3%)	10	12	(2.7%)	10
Oversize Lenses	13	(3.1%)	13	13	(2.4%)	13
Photochromic Glass Lenses	14	(0.3%)	14	14	(0.8%)	14
Intermediate Lenses	15	(0.2%)	15	15	(0.3%)	15
Blended Lenses	16	(0.1%)	16	16	(0.0%)	16
Similar Business Segment			***Government***			***Government***

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Reporting Period: January 2011 - December 2011

Lens Option Value

Lens Options	Service Counts &			Average Member Cost
Scratch Protection	1,616	(69.5%)		$0.00
Polycarbonate Lenses	1,268	(54.5%)		$0.00
Premium Progressives	770	(33.1%)		$40.00
Anti-reflective Coating (ARC) - Premium	546	(23.5%)		$48.00
Plastic Photosensitive Lenses	488	(21.0%)		$65.00
Standard Progressives	230	(9.9%)		$0.00
Anti-reflective Coating (ARC) - Ultra	217	(9.3%)		$60.00
Anti-reflective Coating (ARC) - Standard	169	(7.3%)		$35.00
High Index Lenses	137	(5.9%)		$55.00
Polarized	123	(5.3%)		$75.00
Tinting	108	(4.6%)		$0.00
UltraViolet Coating	76	(3.3%)		$0.00
Oversize Lenses	72	(3.1%)		$0.00
Photochromic Glass Lenses	6	(0.3%)		$0.00
Intermediate Lenses	4	(0.2%)		$0.00
Blended Lenses	2	(0.1%)		$0.00
Total	**5,832**		**0**	**$124,423**

Group Code - UCS/Report limited to the following SubGroup(s):
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Davis Vision Client Review

Group: NYS Unified Court System

Reporting Period: January 2010 - December 2010

The following provides an overview of your Davis Vision Plan.

Utilization: The In-Network utilization for the reporting period is: **91%**

The distribution of vision care services for your membership for the reporting period is:

Exam Only-	**10.0%**
Materials Only-	**24.0%**
Exam and Materials-	**66.0%**
Total-	**100.0%**

Claims: The number of claims paid in the reporting period is: **3,189**

Enrollment: The average monthly membership for the reporting period is:

Subscribers	**3,274**
Dependents	**4,474**
Lives	**7,748**

Client Statistics

	Shown for the following Date Range			
	Jan-10 thru Dec-10		**Jan-09 thru Dec-09**	
Average Number of Covered Subscribers	3,274		3,239	
Average Number of Covered Dependents	4,474		4,570	
Average Number of Covered Lives	7,748		7,809	
Number of In-Network Claims	2,901	(91%)	2,914	(90%)
Number of Out-of-Network Claims	288	(9%)	333	(10%)
Overall Utilization Rate	41.2%		41.6%	

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Davis Vision Client Review

Group: NYS Unified Court System

Reporting Period: January 2010 - December 2010

Utilization by Service (#/%)

	Shown for the following Date Range			
	Jan-10 thru Dec-10		Jan-09 thru Dec-09	
	NYS Unified Court System		NYS Unified Court System	
Eye Examinations	2,204		2,240	
Plan Frame	1,602	(72.8%)	1,635	(74.1%)
Non-Plan Frame	599	(27.2%)	572	(25.9%)
Total Frames	**2,201**		**2,207**	
Single Vision Lenses	1,096	(41.5%)	1,142	(42.6%)
Bifocal Lenses	865	(32.7%)	837	(31.2%)
Trifocal Lenses	333	(12.6%)	318	(11.9%)
Medically Necessary Contact Lenses	3	(0.1%)	3	(0.1%)
Contact Lenses	347	(13.1%)	379	(14.1%)
Total Lenses	**2,644**		**2,679**	
Plan Contact Lenses	112	(32.3%)	124	(32.7%)
Non-Plan Contact Lenses	235	(67.7%)	255	(67.3%)
Total Contact Lenses	**347**		**379**	
Similar Business Segment	*Government*		*Government*	

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Davis Vision Client Review
Group: NYS Unified Court System
Reporting Period: January 2010 - December 2010

Lens Options Ranking

	Shown for the following Date Range					
	Jan-10 thru Dec-10			Jan-09 thru Dec-09		
	NYS Unified Court System			NYS Unified Court System		
Scratch Protection	1	(69.2%)	1	3	(27.8%)	4
Polycarbonate Lenses	2	(55.7%)	2	1	(51.3%)	1
Premium Progressives	3	(32.6%)	3	2	(30.4%)	2
Anti-reflective Coating (ARC) - Premium	4	(23.1%)	5	4	(22.9%)	5
Plastic Photosensitive Lenses	5	(20.3%)	4	5	(19.2%)	3
Standard Progressives	6	(10.2%)	9	6	(11.1%)	8
Anti-reflective Coating (ARC) - Standard	7	(7.4%)	6	7	(7.6%)	6
Anti-reflective Coating (ARC) - Ultra	8	(7.2%)	8	9	(6.3%)	9
Tinting	9	(6.1%)	11	8	(6.8%)	10
High Index Lenses	10	(5.9%)	7	10	(6.1%)	7
Polarized	11	(4.6%)	12	12	(4.0%)	12
UltraViolet Coating	12	(2.7%)	10	11	(4.4%)	11
Oversize Lenses	13	(2.4%)	13	13	(2.8%)	13
Photochromic Glass Lenses	14	(0.8%)	14	14	(0.7%)	14
Intermediate Lenses	15	(0.3%)	15	15	(0.1%)	15
Blended Lenses	16	(0.0%)	16	16	(0.0%)	16
Similar Business Segment			***Government***			***Government***

Lens Option Value

Lens Options	Service Counts &		Average Member Cost
Scratch Protection	1,587	(69.2%)	$0.00
Polycarbonate Lenses	1,278	(55.7%)	$0.00
Premium Progressives	747	(32.6%)	$40.00
Anti-reflective Coating (ARC) - Premium	529	(23.1%)	$48.00
Plastic Photosensitive Lenses	465	(20.3%)	$65.00
Standard Progressives	234	(10.2%)	$0.00
Anti-reflective Coating (ARC) - Standard	170	(7.4%)	$35.00
Anti-reflective Coating (ARC) - Ultra	165	(7.2%)	$60.00
Tinting	139	(6.1%)	$0.00
High Index Lenses	136	(5.9%)	$55.00
Polarized	105	(4.6%)	$75.00
UltraViolet Coating	62	(2.7%)	$0.00
Oversize Lenses	56	(2.4%)	$0.00
Photochromic Glass Lenses	18	(0.8%)	$0.00
Intermediate Lenses	6	(0.3%)	$0.00
Total	**5,697**		**$116,782**

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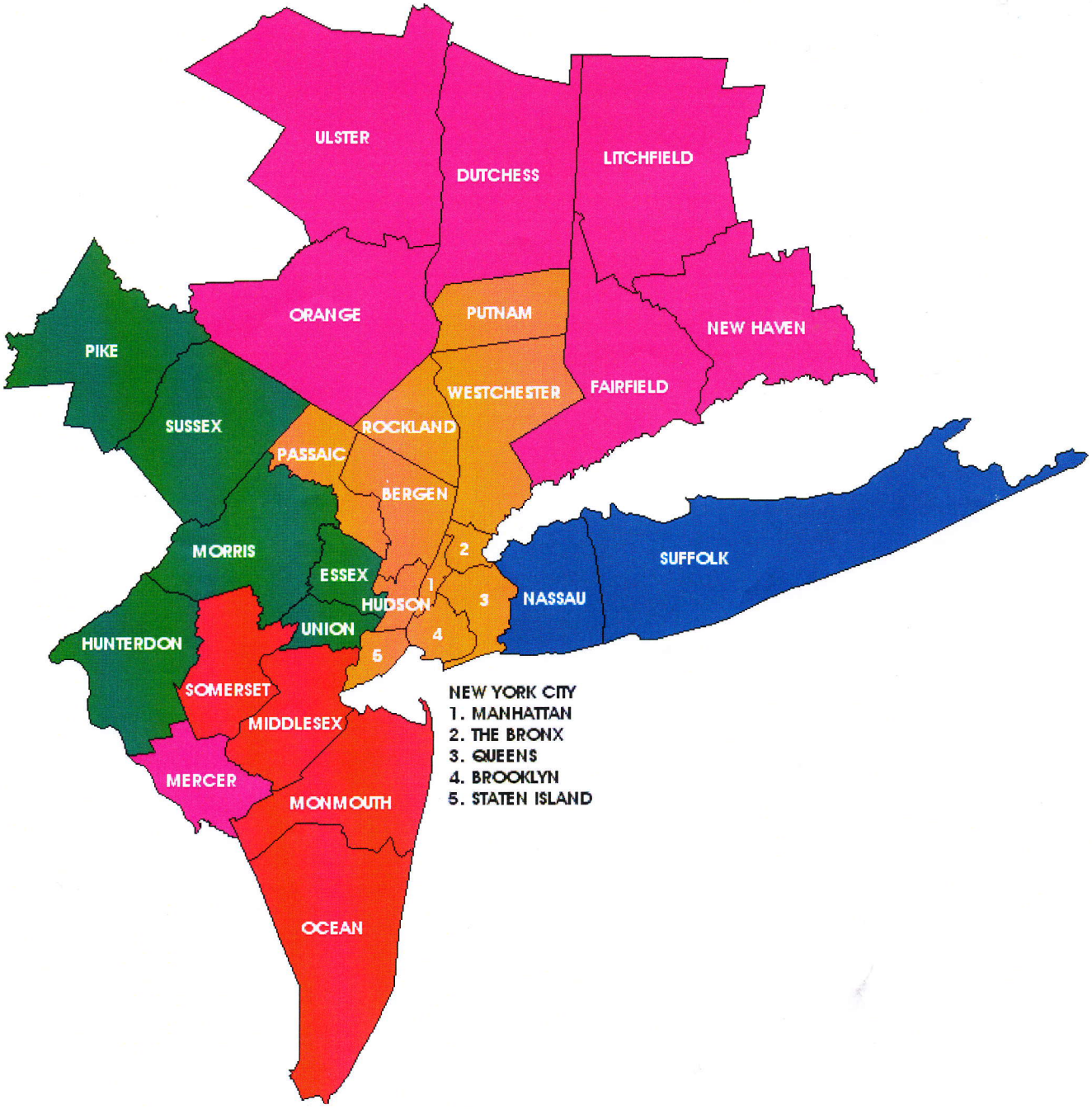
Exhibit 5 - Greater NY Tri-State Area