

STATE OF NEW YORK

JUDICIARY

—REQUEST FOR BIDS—

(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-009	RFB Name
Issue Date: February 24, 2026	UCS Group Life and Accidental Death and Dismemberment Insurance Plan
Due Date: April 13, 2026 Time: 2:00PM Eastern	

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

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

NOTICE TO BIDDERS

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

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

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

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

5) Mail the bid to the above agency address in sufficient time for it to be received before the specified bid opening. **LATE BIDS MAY 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 C, D, and E).

BIDDER'S RESPONSE DOCUMENT ENCLOSURE CHECKLIST (page 1 of 3)

The following forms must be fully executed, completed, 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
- Completed and Signed Document Enclosure Checklist
- UCS Request for Bid/Proposal Form and complete bid response with original signature
- Exhibit G - Vendor Assurance and Conflict-of-Interest Disclosure Template
- 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 Workers' Compensation and NYS Disability Benefits Insurance, or Certificate of Attestation of Exemption.
Please see paragraph "Insurance Requirements for Awarded Contractor" 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 Request for Bids (RFB).
- One (1) complete photocopy of original bid response (in addition to the original signature copy of the bid response)
- Proprietary information in separate folder from bid response, if applicable

In addition, bidder shall provide:

- Narrative Description – Organizational Experience/Capacity
- References

DOCUMENT ENCLOSURE CHECKLIST (continued, page 2 of 2)

- Bidders' contact information and verification of the submission of all documents required (Items 5 and 6, below)

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 RFB or to any exhibits or appendices to this RFB, 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 RFB will form the basis of the contract with the Awarded Contractor (such term 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

Purpose and Scope

The New York State Unified Court System (“UCS”), Office of Court Administration (“OCA”) is soliciting sealed bids for a group life insurance and accidental death & dismemberment insurance coverage plan (the “Plan”) for qualified UCS active employees (“Active Enrollee(s)”) and retirees (“Retired Enrollee(s)”) (collectively “Group Enrollee(s)”), as described herein. The Plan has been in effect since January 1, 1998. As of December 8, 2025, there are 2,330 Active Enrollees (categorized by age group in Exhibit C) and 2,026 Retired Enrollees that are enrolled in the Plan. Under the Plan, the insurance coverage for Active Enrollees shall include both group life insurance and accidental death & dismemberment insurance, and for Retired Enrollees shall include group life insurance only. The Plan is to be provided by the UCS at no cost to the Group Enrollees.

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

Estimated Quantities

The estimated number of Group Enrollees for the first three-years of the awarded contract can be found in Exhibit A.

The estimated volume of insurance coverage can be calculated by using the following formula: number of Group Enrollees (or any subset of Group Enrollees) multiplied by the amount of required insurance coverage per Group Enrollee (see Exhibit A for required coverage amounts). For example, the estimated volume of insurance coverage for Active Enrollees up to age 64 for the first year of the awarded contract is:

$$1,959 \text{ Active Enrollees up to age 64} \times \$50,000 \text{ insurance coverage} = \$97,950,000$$

Group Enrollee Census Data

For Group Enrollees census data as of December 8, 2025, please see Exhibit C for Active Enrollees and Exhibit D for Retired Enrollees.

Recent Claims Experience

Please see Exhibit E for the annual claims experience history under the Plan for the period 1/1/2020 through 1/31/2025.

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

EVENT	DATE
Bid Issue Date	Tuesday, February 24, 2026
Initial Question Due Date	Tuesday, March 17, 2026 at 2:00PM EST
Final Question Due Date	Tuesday, March 31, 2026 at 2:00PM EST
Bid Submission Deadline Date	Tuesday, April 13, 2026 at 2:00PM EST
Estimated Contract Start Date	January 1, 2027

Designated Contact

The designated contact for this RFB is:

Jillian Halse
jhalse@nycourts.gov

Questions

IMPORTANT: All questions regarding this RFB must be submitted in writing by email and directed solely to the attention of the above designated contact person. Please indicate in "Subject" field: "RFB# OCA-DGCP-009 - Question(s)." Contact by any prospective bidder, or any representative thereof, with any other personnel of the UCS in connection with this RFB 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.

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 March 17, 2026 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 under RFB# OCA-DGCP-009 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 March 31, 2026 at 2:00 PM Eastern. A Final Q&A will be posted on the UCS website at www.nycourts.gov/admin/bids, Current Solicitations, RFB# OCA-DGCP-009 shortly thereafter.

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

Pre-Bid Conference

There is no pre-bid conference for this RFB.

Procedure for Bidders to Request a Copy of Exhibits C, D, and E

Information contained in Exhibits C, D, and E is sensitive and is therefore not attached to this RFB. Bidders may request copies of these Exhibits by contacting the designated contact of this RFB. Bidders will be required to enter into a non-disclosure agreement, which will be subject to negotiation and agreement with UCS, before receiving a copy of these Exhibits.

II. MINIMUM QUALIFICATIONS AND MANDATORY REQUIREMENTS

Minimum Qualifications

Applications will be considered only from Bidders who meet the following minimum qualifications:

1. The Bidder is an insurance provider licensed to do business in the State of New York who possesses the ability and the proper credentials to provide the Plan as specified herein in compliance with all applicable laws and regulations. UCS will not accept proposals from brokers acting on behalf of insurers;
2. The Bidder has provided group life insurance and accidental death & dismemberment insurance services for a minimum of five (5) years; and
3. The Bidder must be rated by A.M. Best and/or any other nationally recognized statistical rating organization(s) regulated by the Securities and Exchange Commission. If the Bidder is not rated by any of these rating organizations, it must explain why not.

Mandatory Requirements

Applications will be considered only from Bidders who meet the following mandatory requirements:

1. Claims processing must be performed in the continental United States.
2. Regarding customer service:
 - a. Bidder must maintain a direct nationwide toll-free number and email address to service Group Enrollees between 8:00 a.m. Eastern Time and 6:00 p.m. Eastern Time Monday through Friday, except for legal holidays observed by UCS;
 - b. Customer service representatives and supervisors must be based in the continental United States;
 - c. Assign a dedicated account manager and customer service liaison for UCS; and

- d. Provide secure online access for UCS to review eligibility, claim status, and reporting data.
3. Regarding claim administration:
 - a. Process and pay all complete life insurance and accidental death and dismemberment claims within 30 business days of receipt;
 - b. Notify UCS and Group Enrollee within 2 business days if additional information is required; and
 - c. Provide quarterly performance reports, including turnaround times, claim volumes, and accuracy statistics.
 4. Regarding implementation and transition:
 - a. Coordinate with the outgoing provider, or if the Bidder is the current incumbent provider, the Bidder will ensure that it will meet the requirements in this RFB, to ensure continuity of coverage and data integrity; and
 - b. Maintain coverage in claim processing during transition period.
 5. Bidder will need to be capable of notifying 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. Bidder must ensure its information management processes will be in compliance with IT-specific laws, policies and standards, including, but not limited to, UCS's standard security questionnaire. See UCS's standard data security questionnaire in Exhibit H and the data security, storage, and access requirements described in Article VIII below.

III. AWARD

Term of Award

UCS will award a single estimated quantity term contract ("Contract") to the successful bidder ("Awarded Contractor") for an initial term of three (3) years ("Initial Term"). The Contract is expected to commence on or about January 1, 2027. OCA reserves the right to renew such Contract for two (2) additional one (1) year periods (each, a "Renewal Term") upon the same terms and conditions, excluding pricing.

The Contract and renewals are subject to the approval of the NYS Attorney General and the NYS Comptroller.

Method of Award

A Contract will be awarded to the lowest dollar cost, responsible bidder determined to be in compliance with this RFB and specifications. Lowest dollar cost is defined as the lowest grand total cost of all estimated services to be performed for the Initial Term, as indicated by bidders in the Exhibit A/Pricing Sheet.

Tie Result

In the event that the lowest dollar cost, responsible bid is a tied result between two or more bidders, UCS reserves the right to make the award to the first bid received as indicated by date and time affixed to the bid at the time of receipt.

Bid Protest Procedure

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

IV. PRICING

Bid Submission

OCA seeks monthly premium rates per \$1,000 of insurance coverage (the “Premium Rate(s)”), as set forth in Exhibit A (Pricing Sheet). Premium Rates will remain fixed for the Initial Term of the Contract, but may change for each Renewal Term (See “Premium Rate Increases,” below).

Bidder shall underwrite the Plan without payment of commissions.

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.

Pricing shall be submitted only on, and in the format prescribed by, Exhibit A (Pricing Sheet). Bidder must quote pricing for the Premium Rates. 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.

Please note that UCS is a tax-exempt governmental entity.

Awarded Contractor’s Bid Submission Pricing

Awarded Contractor’s bid submission will establish the Premium Rate, which shall remain unchanged during the Contract’s Initial Term.

Premium Rate Increases

OCA will consider Premium Rate increases for each of the two (2) additional one (1) year Renewal Terms. Awarded Contractor must submit a request for Premium Rate increases in writing to OCA no later than ninety (90) days prior to the end of the Contract Term or Renewal Term immediately preceding the Renewal Term to which the increase would apply. Requests for Premium Rate increases must include justifications for the increases, including, but not limited to, claims experience data, justification of any change in retention, and justification of margin supported by the appropriate back-up satisfactory to OCA. 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 Premium Rate increase that may be requested by UCS.

Awarded Contractor's Renewal Term Premium Rate increase requests shall be submitted in writing to such person or email address as OCA shall designate.

Any approved increases in Premium Rates shall be effective as of the commencement date of the Renewal Term for which it was requested and shall thereafter remain unchanged for the balance of each such Renewal Term, and shall further remain unchanged during any extension period.

New Premium Rates will be implemented through an amendment to the Contract, which is subject to the approval of the Office of the State Comptroller ("OSC"). New Premium Rates will be effective retroactively upon OSC approval.

Payment

Awarded Contractor shall send true and accurate monthly invoices by email to such person or email address as UCS/OCA shall designate. Account billings must give an accurate breakdown of Group Enrollees (active or retired members) receiving coverage under the Plan.

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 RFB specifications and so that UCS can utilize the goods/services for its intended purpose.

V. BID RESPONSE DOCUMENTS

General Requirements

All documentation must be submitted on prescribed forms, without alteration. To facilitate photocopying, do not permanently bind documents.

Bidders must submit every document listed in sections A and B below. Failure to provide all documents in the manner required may result in disqualification of a bid response. Any changes, deletions, or additions (including the addition of supplemental terms and conditions)

to this RFB or to any exhibits or appendices to this RFB, including Exhibit A/Pricing Sheet, may result in the rejection of the bid as non-responsive.

A. Required Bid Documents

1. Narrative Description – Organizational Experience/Capacity

Bidders must submit, with their bid response, a narrative which demonstrates their capacity and experience to meet the minimum qualifications and mandatory requirements listed in Article II above (Minimum Qualifications and Mandatory Requirements), including:

- Documentation, such as a license, certificate to conduct business, or registration, confirming Bidder is an insurance provider licensed to do business in New York State who possesses the ability and the proper credentials to provide the Plan as specified herein in compliance with all applicable laws and regulations.
- A description of the years of experience providing group life insurance and accidental death & dismemberment insurance services.
- Indicate the Bidder's most current ratings and date of rating for the Bidder's company by A.M. Best and/or any other nationally recognized statistical rating organization(s) regulated by the Security and Exchange Commission. If the Bidder is not rated by any of these rating organizations, it must explain why not.
- Provide a detailed implementation timeline, including system setup, data migration, staff training, and coordination efforts with the outgoing provider (if Bidder is a new provider) or efforts the Bidder will take to ensure it meets the requirements in this RFB (if Bidder is the current incumbent provider).
- Provide a detailed description of the average response time/resolution time of claims processing and accuracy rate for claims and eligibility processing.
- A description of Bidder's information management processes and how such processes will comply with the requirements contained in this RFB.
- A statement providing that the following mandatory requirements are true:
 - Bidder proposes to process all claims in the continental United States;
 - Bidder will maintain a direct nationwide toll-free number and email address to service Group Enrollees, at a minimum, between 8:00 a.m. Eastern Time and 6:00 p.m. Eastern Time Monday through Friday, except for legal holidays observed by UCS;
 - Customer service representatives and supervisors will be based in the continental United States;
 - Bidder will need to be capable of notifying 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;
 - Bidder proposes to assign a dedicated account manager and customer service liaison for UCS;

- Bidder proposes to provide secure online access for UCS to review eligibility, claim status, and reporting data;
- Bidder will process and pay all complete life insurance and accidental death and dismemberment claims within 30 business days of receipt;
- With respect to claim administration, Bidder will notify UCS and Group Enrollee within 2 business days if additional information is required;
- Bidder will provide quarterly performance reports, including turnaround times, claim volumes, and accuracy statistics;
- Bidder proposes to coordinate with the outgoing provider, or if the Bidder is the current incumbent provider, the Bidder will ensure that it will meet the requirements in this RFB, to ensure continuity of coverage and data integrity and maintain coverage in claim processing during transition period; and
- Bidder proposes to ensure its information management processes will be in compliance with IT-specific laws, policies and standards, including, but not limited to, UCS's standard security questionnaire. See UCS's standard data security questionnaire in Exhibit H, and the data security, storage, and access requirements contained in Article VIII below. Please note, a Bidder is not expected to complete and submit UCS's standard data security questionnaire (Exhibit H) with its proposal, however, a Bidder will be expected to complete the questionnaire prior to an award of a Contract under this RFB.

2. 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.

3. Bidder Contact Information

Bidder shall designate in section 5 of the Document Enclosure Checklist a person as primary contact for all questions OCA may have regarding bidder's bid response.

4. References

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

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

B. NYS Bid Forms

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

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

2. Attachment III - Vendor Responsibility Questionnaire

The NYS Unified Court System (UCS) is required to conduct a review of a prospective 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 RFB. Bidders’ authorized signature of the RFB 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.

3. New York State Vendor File Registration

Prior to being awarded a Contract pursuant to this RFB, 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 RFB.

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_LA_NDINGPAGE.GBL?&.

4. Electronic Payments

The Awarded Contractor will be required to receive contract payments electronically. If the Awarded Contractor is not currently receiving electronic payments, it will need to 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.

5. Proof of Insurance

Bidder must provide together with its bid response all documentation required pursuant to Article VIII, "Insurance Requirements for Awarded Contractor."

C. ADDITIONAL BID DOCUMENTS

1. Financial Stability

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

VI. BID SUBMISSION PROCEDURES

Failure to seal and mark the bid as prescribed may result in non-delivery and/or rejection of the bid. Please note that bids must be received by the above-named OCA-designated person by

Tuesday, April 13, 2026, at 2:00 PM (the “Bid Submission Deadline Date”). Any bid/proposal received after this deadline will be declared a late bid and may be disqualified. Notwithstanding the foregoing, a late bid may be accepted by UCS in its sole discretion if: (i) an insufficient number of timely bids meeting the requirements of this RFB are received; or (ii) the bidder has satisfactorily demonstrated to UCS that the late bid was caused solely by factors outside the control of the bidder. However, in no event shall UCS be obligated to accept a late bid, and in making such determination, UCS will consider whether accepting a late bid would materially benefit or disadvantage a particular bidder. It is recommended that bidders allow several extra days for shipping in order to meet the deadline.

Packaging, Identifying and Delivering of Bids/Proposals

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

Bids/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, New York 12033
ATTN: Jillian Halse**

All envelopes/cartons must also be labeled on the outside with the following information on two sides, visible to the designated contact upon receipt:

**Deliver immediately to Jillian Halse
Sealed bid - Do not open
RFB# OCA-DGCP-009 due April 13, 2026 at 2:00PM**

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

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 RFB # OCA-DGCP-009.” Amended proposals must be signed by an individual who is duly authorized to amend the bidder’s original proposal. Amended proposals should be submitted in the

same manner as original proposals described herein. Amended proposals received by UCS after the Bid Submission Deadline Date will be rejected for lateness.

Withdrawal of Proposal Prior to Submission Deadline

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.

Bidder Confidential/Proprietary Information

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

No-Bids

Bidders are requested to send a no-bid letter to OCA, Attn: Jillian Halse, at the above address, should they decide not to answer this solicitation. The envelope shall be clearly marked in the lower left corner as follows: RFB# OCA-DGCP-009. No-bid letters may be sent by email to Jillian Halse. Please indicate in "Subject" field: RFB# OCA-DGCP-009 – No-Bid.

VII. GENERAL BID REQUIREMENTS

The terms and conditions set forth below are binding on, and incorporated into this RFB, the Bidder's proposal, and any contract resulting from this RFB.

Access to Court Facilities

Awarded Contractor must comply with all applicable location rules, policies, guidelines and procedures in order to be granted access to court facilities. Where applicable to the performance of work under an awarded contract, bidders shall be wholly responsible for familiarity with the physical layout and access to the courts and buildings in question, including, but not limited to, roadways, overhangs, parking, security, elevators, required access permits or insurance certificates. Court staff cannot modify security measures, access protocols, or parking restrictions to facilitate Awarded Contractor's entrance to or egress from court facilities unless required to do so by law.

Binding Nature of Bid/Proposal on Bidders

All bids/proposals shall remain binding on bidders until such time as UCS/OCA provides written notification of its intent to award the Contract to a specific bidder or until the bidder requests withdrawal of its bid/proposal in writing as provided in this RFB, whichever occurs first.

Clarification/Correction of Bids/Proposals

In addition to any rights articulated elsewhere in this solicitation, UCS reserves the right to require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's proposal and/or to determine a bidder's compliance with the requirements of this solicitation. This clarifying information, if requested in writing by UCS, must be submitted by the bidder, in accordance with formats as prescribed by UCS at the time said information is requested and, if received by the due date set forth in UCS's request for clarification, shall be included as a formal part of the bidder's proposal. Clarifying information, if any, whether provided orally, visually, or in writing, will be considered in the evaluation process. Failure to provide required information by its associated due date may result in rejection of the bidder's proposal. Nothing in the foregoing shall mean or imply that UCS is obligated to seek or allow clarifications or corrections as provided for herein.

Estimated Quantities

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

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

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.

Inspection of Bidder's/Awarded Contractor's Facilities

The UCS/OCA reserves the right to inspect bidder's proposed facilities, as part of the bid evaluation. Subsequent to award, Awarded Contractor's facilities shall be made available for periodic inspection. In all instances, advance notification will be communicated by appropriate UCS personnel.

Minor Bid Irregularities

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

Online RFB Package: Disclaimer

Bidders accessing any 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 and bid documents on the internet regularly, up to the scheduled date and time of the Bid Submission Deadline Date, to ensure their knowledge of any amendments, addenda, modifications, or other information affecting the solicitation or bid documents in question.

Rejected and Unacceptable Bids/Proposals/Awards

UCS reserves the right to reject any and all proposals or bids submitted in response to this solicitation. In addition, UCS may reject any bids/proposals from any bidders who are in arrears to the State of New York upon any debt or performance of any contract; or who have previously defaulted on any contractual obligations (as contracting party, surety or otherwise) or on any obligation to the State of New York; or who have been declared not responsible or disqualified by any agency of the State of New York, or who have any proceeding pending against them relating to the responsibility or qualification of the bidders to receive public contracts, whose proposal is incomplete or otherwise non-responsive in any material respect; or who are found to be non-responsible based on any of the criteria specified in the section headed “Responsible Bidder.”

UCS also reserves the right to reject any bidder: (i) whose facilities and/or resources are, in the opinion of OCA, inadequate or too remote from the UCS locations to render services in a timely manner in accordance with all requirements of this solicitation; (ii) who does not provide references in accordance with the bid specifications, or whose references report significant failure to comply with specifications; or (iii) who are otherwise, in the opinion of OCA, unable to meet specifications.

UCS further reserves the right to set aside a bid award to a successful bidder if it is unsuccessful in negotiating a satisfactory contract within a time frame acceptable to the UCS, in which event UCS may then invite the next responsible and responsive bidder with the next lowest dollar cost bid to enter into negotiations for purposes of executing a contract.

Responsible Bidder

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

Silence of the Specifications

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

Subcontracting

No subcontracting or outsourcing is permitted.

Unified Court System Self-Insurance

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

VIII. CONTRACT TERMS AND REQUIREMENTS

Compliance with Laws

Prior to and during the provision of all services under the Contract resulting from this RFB, 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, and the rules, regulations, and requirements under the Health Insurance Portability and Accountability Act (“HIPAA”).

Confidentiality and Data Security

Awarded Contractor acknowledges that any and all information, records, files, documents, or reports contained in any media format provided to the Awarded Contractor by UCS, including information about UCS systems, or which may be otherwise encountered by Awarded 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 Awarded 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 Awarded 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 Awarded 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.

Contract Terms

The Awarded Contractor shall be required to comply with the provisions set forth in this RFB, as well as such other provisions contained in the Contract, in form and content satisfactory to UCS in its sole discretion.

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 RFB 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 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

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

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 HIPPA. 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 RFB 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 UCS Confidential Information unless another Section in this Agreement which specifically addresses UCS Confidential Information provides for more stringent requirements.

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

Insurance Requirements for Awarded Contractor

Awarded Contractor shall be required to maintain during the term of the Contract awarded pursuant to this RFB, including any renewal or extension terms, at their own cost and expense, and provide proof with its proposal, or affirm that bidder will provide proof upon notification of Contract award (and no later than five (5) business days prior to commencement of the Contract), of the following insurance coverage:

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

Workers' Compensation Board
Bureau of Compliance
(518) 462-8882
(866) 298-7830

Only the following forms will be accepted:

Proof of Workers' Compensation Coverage

- **Form C-105.2** - Certificate of Workers' Compensation Insurance issued by private insurance carriers; or
- **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12** - Certificate of Workers' Compensation Self-Insurance; or

- **Form GSI-105.2** - Certificate of Participation in Workers’ Compensation Group Self-Insurance; or
- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

- **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
- **Form DB-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	\$1 million per occurrence, \$2 million aggregate
Personal Injury and Advertising:	\$1 million aggregate
Contractual and Products/ Completed Operations	\$2 million aggregate
Auto Liability, Combined single limits	\$1 million

3. 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 must be endorsed to the New York State Unified Court System as an "additional insured" and "certificate holder." The Awarded Contractor will need to agree 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. The Awarded 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. 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.

Intellectual Property

If Awarded Contractor is required to produce specially commissioned materials pursuant to the Contract (the "Work"), whether in written form, on tape, on computer-readable media, or in another 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's Status

In addition to complying with the requirements of State Finance Law Section 138 (requiring prior approval of assignments or conveyances), Contractor shall notify UCS of any substantial change in the ownership, membership, or financial viability of the Awarded Contractor in writing immediately upon its occurrence. In addition to any other remedies available at law or in equity, UCS shall have the right to cancel the Contract, in whole or in part, for cause, if it finds, in its sole judgment, that such substantial change adversely affects the delivery of services under the Contract or is otherwise not in the best interests of UCS.

Termination

A. Early Termination for Budget Modification

1. 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 (including any renewal or extension term), such that UCS determines,

in its sole discretion, that it is necessary to reduce, eliminate, or otherwise modify the budget allocation covering payment thereunder, UCS shall have the option to terminate the Contract upon not less than thirty (30) days' notice to the Awarded Contractor, without liability for costs, expenses or damages as a result thereof.

2. For purposes of this subsection A, Budget Modification shall mean and include, with respect to the Budget or any appropriation contained therein:
 - i. any reduction, elimination or restriction upon access thereto as provided by law; or
 - ii. any restriction placed on UCS' spending authority, including any restriction imposed by UCS upon itself in response to a request of the Executive or Legislative Branch of government.

B. Early Termination for Cause

Early termination of the Contract for cause may result in, among other consequences, UCS exercising any or all remedies available to it or New York State, the Awarded Contractor 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.

C. Early Termination for Convenience

UCS may, in its sole discretion, terminate the Contract without cause, upon thirty (30) days written notice to the Awarded Contractor, without liability for costs, expenses or damages as a result of such termination.

D. Termination Generally

Termination hereunder shall be further governed by the termination provisions contained in the Contract, as applicable.

EXHIBIT A
PRICING SHEET

See Excel file.

EXHIBIT B

SCOPE OF WORK

I. OVERVIEW

Under the Contract, the Plan will be administered as described below. UCS enrollment eligibility will be determined solely by OCA’s Judicial Benefits Office (the “JBO”).

A. Plan Eligibility

The Group Enrollees that are eligible for enrollment in the Plan include:

1. Active Enrollees: 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.
2. Retired Enrollees: Former Active Enrollees that retire directly from the UCS in the above employment categories who meet a ten-year service requirement.

B. Effective Coverage Dates/Waiting Periods for Group Enrollees

The following waiting periods are in effect for Group Enrollee eligibility for Plan coverage:

1. **New Hire**: Twenty-eight (28) calendar days after hire date.

Example: A new hire employee hire date (the date the employee first appears on UCS’s active payroll) is on Thursday, October 8, 2026. The first date that Plan coverage would begin for that new hire is Thursday, November 5, 2026.

2. **Transfer Employee**: For employees who transfer from another New York State Agency or UCS group that is not eligible to enroll in the Plan into an eligible group, first day of the month following the transfer date.

Example: A transfer employee’s transfer date is on Thursday, October 8, 2026. The first date that Plan coverage would begin for that transfer employee is Saturday, November 1, 2026.

The following events end or convert Group Enrollee eligibility for Plan coverage:

1. **Termination or Loss of Eligibility**: The final day of employment for the terminated employee or the day the employee otherwise loses eligibility, as determined by JBO.

Example: An employee was terminated on Thursday, October 8, 2026. Plan coverage ends for the terminated employee on Thursday, October 8, 2026.

- 2. Conversion/Continuation of Coverage:** Coverage continues in retirement. Retirement coverage will convert the first day of retirement.

Example: An employee’s last day of work before retiring is Thursday, October 8, 2026. First day of retirement and the date of conversion is Friday, October 9, 2026.

II. PLAN SPECIFICATIONS

A. Coverage Amounts

Insurance benefit coverage per Group Enrollee shall be required in the following amounts:

1. Active Enrollees

AGE	Life Insurance Benefit	AD&D Insurance Benefit
Up to Age 64	\$ 50,000	\$ 50,000
Age 65 - 69	\$ 25,000	\$ 25,000
Age 70 and older	\$ 20,000	\$ 20,000

2. Retired Enrollees

AGE	Life Insurance Benefit	AD&D Insurance Benefit
Any age	\$ 15,000	N/A

B. Covered Loses²

The covered losses shall be as follows:

1. Active Enrollees

a. Life

- i. One hundred percent (100%) of Life Insurance Benefit: Loss of life.³

b. Accidental Death & Dismemberment (“AD&D”)

² No more than the Enrollee’s full insurance benefit shall be payable for a loss resulting from one accident.

³ Death due to accidental exposure or disappearance is also covered. Insurer may exclude coverage for industry-standard occurrences (e.g., suicide)

- i. One hundred percent (100%) of AD&D Insurance Benefit: Loss of both hands, both feet, or both eyes; loss of both hearing and speech, quadriplegia or a third-degree burn covering seventy-five percent (75%) or more of the covered person's body.
- ii. Fifty percent (50%) of AD&D Insurance Benefit: Loss of either hearing or speech; loss of a hand, foot, or eye; paraplegia, hemiplegia, or a third-degree burn covering fifty to seventy-four percent (50 – 74%) of the covered person's body.
- iii. Twenty-five percent (25%) of AD&D Insurance Benefit: Loss of thumb & index finger of the same hand; uniplegia.

2. Retired Enrollees

A. Life

One hundred percent (100%) of Life Insurance Benefit: Loss of life (at any age).

B. Accidental Death & Dismemberment (“AD&D”)

There is no Plan requirement for AD&D coverage for Retired Enrollees.

C. Life Insurance Conversion and/or Portability Continuation

Plan coverage ends on the day an employee's employment terminates or otherwise loses eligibility to remain in the Plan. The Awarded Contractor shall provide Group Enrollees the right to convert (“Conversion”) current life coverage to a whole life policy if they lose eligibility under the Plan.

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

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

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

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

The Awarded Contractor shall offer Conversion to those eligible for the same benefit amount provided to Group Enrollees.

III. CLAIMS

Claims

Claims shall be handled directly between the JBO and the Awarded Contractor.

Claims Processing

All Life Insurance and AD&D claims must be fully insured; Awarded Contractor must be in a position to pay all claims submitted over the life of the Contract.

Life Insurance claims handling from employee/beneficiary to JBO to carrier. JBO shall certify eligibility and coverage under the Plan.

The Awarded Contractor will be responsible for processing all Life Insurance and AD&D claims in the continental United States and ensure timely payment of claims including:

- Processing and paying all complete life insurance and accidental death and dismemberment claims within 30 business days of receipt.
- Notifying UCS and Group Enrollee within 2 business days if additional claims information is required.
- Developing and maintaining a computerized system that guarantees accuracy of claim processing and payment with a system of edits and audit.
- Maintaining accounting records necessary to support claim payments and providing reasonable access to those records, and all other records relevant to the Contract, for UCS and State audit requests.
- Assigning adequate staff to resolve claim disputes on a timely basis.
- Recovering monies due to fraud, returning all monies recovered and reporting fraud to appropriate authorities.
- Identifying and recovering monies as the result of overpayments.
- Maintaining the security of the claims file.
- Maintaining a back-up system and disaster recovery system for processing claims in the event that the primary claims payment system fails or is not accessible.

- Assisting Group Enrollees in submitting claims.
- Developing and providing Group Enrollees with claim forms and explanation of benefits statements.

Claims Reporting

The Awarded Contractor shall be responsible for:

- Providing monthly utilization reports to UCS.
- Providing quarterly performance reports, including turnaround times, claim volumes, and accuracy statistics.
- Providing annual detailed experience and other data to justify premiums.

IV. PLAN MANAGEMENT

OCA Contact Information

During the term of the Contract, the Awarded Contractor will have one point of contact for Contract Administration and one point of contact for Benefit Plan Management. Contact information will be provided after Contract award notification.

Awarded Contractor's Contact Information

Awarded Contractor will be required to appoint an individual to act as the primary contact and account coordinator for OCA personnel to contact with respect to their questions, invoicing, etc. Upon Contract award notification, Awarded Contractor will provide an e-mail address for this purpose.

Secure Data Communication Requirements

The exchange of data between the Awarded Contractor and the JBO must be made in a secure, encrypted manner consistent with the requirements of this RFB and the Contract. The Awarded Contractor shall be required to provide secure online access for UCS to review eligibility, claim status, and reporting data. The Awarded Contractor shall be required to decrypt encrypted files containing Enrollee/dependent data. The specific format of such secure communication and file encryption shall be determined by UCS, in consultation with the Awarded Contractor.

Awarded Contractor's Communication with Group Enrollees

Duties and Responsibilities:

UCS believes that acceptance of and appropriate participation by Group Enrollees in the Plan can be realized only with a thorough and highly professional communications effort. The approach proposed by the bidders must be ongoing and recognize the diversity of the Group Enrollee population. Subject to UCS approval, the Awarded Contractor will be responsible for providing Group Enrollees with the information needed to assure a smooth transition for Group Enrollees and their dependents 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, Group Enrollee satisfaction survey, etc. The Awarded Contractor will be responsible for all costs and expenses regarding such Group Enrollee communications, including, but not limited to, material and mailing costs incurred to disseminate Plan communication materials to Group Enrollees.

Customer Service:

The Awarded Contractor must maintain a direct nationwide toll-free number and email address to service Group Enrollees between 8:00 a.m. Eastern Time and 6:00 p.m. Eastern Time Monday through Friday, except for legal holidays observed by UCS.

Customer service representatives and supervisors must be based in the continental United States.

The Awarded Contractor must assign a dedicated account manager and customer service liaison for UCS.

Enrollment File

The JBO will provide the Awarded Contractor with the list of Group Enrollees (henceforth the “Enrollment File”) annually. Enrollment is maintained solely by the JBO.

The Awarded Contractor will be responsible for maintaining an accurate, complete, comprehensive and up-to-date Enrollment File based on the information provided by JBO to process claims, provide customer service (directly to Group Enrollees/their dependents), and to produce management reports upon request of JBO.

During the term of the Contract, the Awarded Contractor shall be responsible for compiling, maintaining, and reporting to JBO, upon request, Enrollment File information including, but not limited to:

- 1.) Determination of whether or not services were provided to Group Enrollees and/or their dependents.
- 2.) A record of all services provided to Group Enrollees and/or their dependents.
- 3.) Confirmation (via written correspondence) that the Group Enrollees and/or their dependents received services provided.

Awarded Contractor’s Accounting System

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

Audit Report

Awarded Contractor will be required to maintain the Enrollment File in substantially the same format as set forth in the sample audit report below. 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. 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 security questionnaire. See UCS’s standard data security questionnaire in Exhibit H (the Awarded Contractor will be expected to complete the Questionnaire).

****Remainder of this page left blank intentionally****

Audit Report

Field Name	Start	End	Field Length	Comments
Retiree Status			1	Yes = Retiree No = Active
Claimant Last Name			20	
Claimant First Name			20	
Claimant Middle Initial			1	
Claim Number				
Member Social Security Number			4	Mask the first 5 digits
Coverage			4	LIFE = Life Insurance AD&D = AD&D Insurance
Date of Occurrence			10	mm/dd/year
Payment Date			10	mm/dd/year
Insurance Paid			13	Dollars
Interest Paid			13	Dollars
Total Amount Paid			13	Dollars

Auditing of Files by UCS

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

EXHIBIT C

UCS ACTIVE ENROLLEES AS OF 12/8/2025

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

EXHIBIT D

UCS RETIRED ENROLLEES AS OF 12/8/2025

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

EXHIBIT E

UCS FIVE-YEAR CLAIMS HISTORY (1/1/2020 – 1/31/2025)

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

EXHIBIT F**LIST OF UCS LEGAL HOLIDAYS OBSERVED (2026)**

HOLIDAY	DAY	DATE
New Year's Day	Thursday	January 1
Dr. Martin Luther King, Jr. Day	Monday	January 19
Lincoln's Birthday	Thursday	February 12
President's Day	Monday	February 16
Memorial Day	Monday	May 25
Juneteenth	Friday	June 19
Independence Day (Observed)	Friday	July 3
Labor Day	Monday	September 7
Columbus Day	Monday	October 12
Election Day	Tuesday	November 3
Veterans Day	Wednesday	November 11
Thanksgiving Day	Thursday	November 26
Christmas Day	Friday	December 25

EXHIBIT G

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: RFB # OCA-DGCP-009 (UCS Group Life and Accidental Death & Dismemberment 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 Bids (RFB) # OCA-DGCP-009 (UCS Group Life and Accidental Death & Dismemberment Insurance). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced RFB.

[INSERT OFFEROR NAME]'s complete offer is set forth in two separately bound assembled volumes.

[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 RFB, 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 RFB;
5. During the negotiation and execution of any contract resulting from this RFB, 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 RFB, 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 VII of the above-referenced RFB, 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 H

UCS DATA SECURITY QUESTIONNAIRE AND ATTESTATION

See pdf file attached.

New York State Unified Court System Data Security Questionnaire and Attestation

Organization Name:

IT Security Contact Name:

Title:

Phone Number:

Email address:

Please indicate security compliance by checking the appropriate boxes below.

UCS data will be encrypted at rest.

Physical access to servers is restricted to appropriate personnel and access to the physical location is logged. Electronic access to UCS data will be restricted to only those who need it.

All computers, workstations, and servers on this network are accessible only to organization personnel and require authentication, using at a minimum a unique User ID and Password.

Offsite access is not permitted **OR** Offsite access requires two factor authentication

All devices accessing UCS data are actively managed and are automatically updated. The devices regularly check in, in order to apply operating system and application patches.

All devices accessing UCS data must run anti-virus software with the latest patches and signatures.

Downloading of data to local drives and portable devices is prohibited by (select one):

- IT restrictions
- Written policy

All devices accessing UCS data must auto-lock after a reasonable period of inactivity with PIN or password required to unlock.

File transfers of individual-level data (if required) will be completed via secure methods such as SFTP or encrypted e-mail.

Custom software is maintained and supported with necessary updates, upgrades, and bug fixes to ensure it remains secure from vulnerabilities.

OR

Our organization does not use custom software.

The network has a firewall, virus monitoring, and intrusion detection systems.

If OCA data will be stored in the cloud:

- All cloud servers are located in the United States
- The cloud provider is FedRamp certified
- The cloud provider meets CJIS Security Policy guidelines

OR OCA data will not be stored in the cloud

Upon a suspected or confirmed Data Breach, Organization shall:

Deliver immediate notice to UCS indicating the dates(s) and scope of the breach and the number and identity of any individual(s) whose Data was, or was believed to be, breached.

Take immediate steps to mitigate and remediate any Data Breach, including, but not limited to, complying, at its sole cost and expense, with all statutory and/or regulatory data breach notification requirements which may arise in connection therewith

Report such steps to UCS in writing on a routine schedule and as may otherwise be requested by UCS

If the organization no longer meets the above, UCS will be notified via email to ocadatarequest@nycourts.gov within 14 days. Otherwise, this form shall be valid for the duration of the agreement.

Signature

_____ Printed Name

Date