

Common Benefit Identification Card (CBIC) RFP

Amendment 1

The following Questions and Answers (Q & A) will serve as Amendment 1 to OTDA's Division of Employment and Income Support Programs (EISP) Common Benefit Identification Card (CBIC) RFP #2024-15. Material in this Amendment supersedes any contradictory material in the RFP.

The Calendar of Events below hereby replaces RFP Section I.

Common Benefit Identification Card RFP (2024-15) Calendar of Events	
Event	Date
Issuance of Request for Proposals	June 27, 2025
Optional Offeror's Conference if determined to be necessary	July 24, 2025 @ 10 a.m. E.T.
Deadline for Submission of Written Questions	August 6, 2025 by 3:00 p.m. ET
Responses to Written Questions Posted (on or about)	August 27, 2025
Round Two - Deadline for Submission of Written Questions	September 10, 2025 by 3:00 p.m. ET
Round Two - Responses to Written Questions Posted (on or about)	September 24, 2025
Deadline for Submission of Proposals	Proposals Due Date November 18, 2025 by 3:00 p.m. ET
<i>Anticipated</i> Notification of Award	TBD
<i>Anticipated</i> Approval of Contract	TBD
<i>Anticipated</i> Commencement of Work	November 25, 2026

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Questions and Answers

#	Solicitation Section	Question	OTDA Response
1		What is the anticipated annual volume, in USD, for each program?	Historical card production volumes have been provided in Exhibit 1. The USD value will be dependent on bid prices.
2		How many participants are expected for each program?	Historical card production volumes have been provided in Exhibit 1, which provides a breakdown by programs.
3	I. Calendar of Events	Will OTDA kindly consider an extension in the time allotted for offerors to prepare responses due to the complexity of the RFP. We would appreciate any additional time given to extend the deadline for submission of proposals. Thank you for the consideration.	Yes. Please see the attached revised Calendar of Events.
4	Section II, A - Card Contractor Responsibilities, item #7	During the NY OTDA CBIC Offeror Conference held on July 24th, Jeffrey Handford from NY State, made reference to the timing of when the EMV card technology would be required and referenced the possibility of a "change order". Please explain the purpose of a change order related to EMV card technology.	During the Offeror's conference it was incorrectly stated that the change order process may be used to add Tap/Chip technology at any time during the life of the contract. Instead, Chip/Tap technology is addressed in the RFP (Section II.B.3.) and SOW (throughout), and Chip/Tap pricing is required from vendors as part of proposal submission in Appendix P. The SOW (Section I.) states that chip/tap cards may be required at any time during the life of contract at OTDA's request. Please note, as stated during the offeror's conference, oral answers therein were not binding. Rather, questions must be submitted in writing to OTDA and OTDA's written answers thereto are made part of the Agreement.
5	Section II, D - Minimum Mandatory Requirements	As the RFP references in Section III, Administration Information, item A, "Negotiations following tentative award" how is this statement managed for items the Contractor may have submitted for negotiation: "Failure to meet a Minimum Mandatory Requirement and any other requirement in the RFP deemed material by OTDA shall result in a non-responsive Proposal which will be disqualified".	A non-responsive proposal (e.g., a proposal that does not meet the stated Minimum Mandatory Requirements), will not be evaluated for Contract award. After bid submission, OTDA may not accept any material change to a term, condition, requirement or provision in the RFP, including those in Appendix A, B, B-1 and T. Any material change would have to be proposed in the second round of Q&As for OTDA to consider amending the RFP before bids are submitted. For non-material changes, bidders do not have to include alternate language with their bids. The winning bidder can provide non-material changes for OTDA's consideration after bid award, during contract negotiation. To assess whether a potential revision constitutes a material change, the question should be asked: "Would other bidders or non-bidders have responded differently if the term or condition to be revised as a result of negotiation had been included in the solicitation?" If the answer is "yes" or "possibly," then the provision may not be revised. For further reference on what constitutes a material change see <i>Le Cesse Bros Contracting, Inc. v Town Board of the Town of Williamson</i> , 403 NYS2d 950 (4th Dept 1978), finding that failure to list manufacturers of equipment to be installed was not material as it did not affect the competitive character of the bidding or give the bidder a substantial advantage or benefit not enjoyed by the other bidders.
6	Section IV, B - Technical Proposal, Section b. Narratives Section, item ii Disaster Vault Card Inventory	Can you please elaborate on what "expedited re-orders and deliveries of vault cards to disaster-stricken districts" would look like? Is it merely a mass re-issue of a large volume of cards due to a disaster, card compromise, etc.?	In the case of any disasters (ex. floods, snowstorms, pandemic) affecting the upstate counties and boroughs of NYC, districts may need a large volume of vault cards to issue to current recipients who lost cards or cannot access cards due to a disaster as well as new applicants. In prior disasters, expedited orders needed to be placed for immediate shipment when county buildings were inaccessible and closed to staff. In the case of Disaster locations being set up by FEMA or SEMO, the vendor will need to provide vault card inventory for applicants/recipients.
7	Section IV, B - Technical Proposal, Section f. Card Samples	When you refer to various card types, are you referring to various types of designs, or various types of personalization,	OTDA is requesting 10 samples of various card types (magnetic stripe, chip and tap) from existing businesses representative of their ISO standard financial access cards and 10 corresponding card carriers along with their proposals for evaluation of standards. Design or personalization will not be scored.

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8	Appendix B - Terms and Conditions, Item 58. Ownership/Title to Project Deliverables	Can you provide examples of "Custom Products"? Are you referring to printed materials? Cards, mailers, etc.?	Examples of a Custom Product include either software created or a graphic designed specifically for the Services performed under the Contract. Yes, printed materials, cards, and mailers specifically created/designed for the Services performed under the Contract are Custom Products.
9	Appendix T Draft Agreement, Article 1	In the event Offeror's desire to submit alternate language for negotiation consideration to contractual term and conditions found in Appendix A, B, B-1 and T, please confirm which RFP section the Offeror should address these items and the desired format . (i.e., is a list of sections/clauses which the Offeror wishes to negotiate sufficient or should Offeror redline the associated documents for OTDA's review).	See answer to question 5.
10	Appendix T - Article 16, Item A	Article 16 "requires" that all lithographic inks represent a percentage of vegetable oil. Section III Administrative Information, Item M, references, "to the maximum extend practicable". Please confirm if it is mandatory to use lithographic ink that contains vegetable oil.	Section III. M of the RFP is hereby omitted, and replaced with: "Section 7 of Article 2, "Vegetable Ink Printing," of the State Printing and Public Documents Law shall apply to lithographic printing used by the Contractor in the performance of Services under the Agreement."
11	Appendix W - A. Card Contractor Responsibility, item #4	Item #4 mentions dynamic CVV. Are you referencing the cards where the CVV changes with every transaction or with a tap to a mobile phone through use of an app?	OTDA is not requiring dynamic CVV.
12	Appendix W - A. Card Contractor Responsibility, item #14	Please define the "real-time interface"	The NYS API/WebServices infrastructure is hosted in the NYS data centers in Albany and Utica, and is Highly Available (HA) across both data centers ensuring redundancy and resiliency for reliable service availability for its consumers. The NYS environment is equipped with industry standard security mechanisms to ensure confidentiality, integrity and authentication is provided. The messaging service infrastructure offers internal (intranet) and external (Internet) access using Domain Name Services (DNS).
13	Appendix W - D. Client CBIC and Authorized Representative Cards, Item #2. Graphics	Can you please clarify what the "graphics on the cards" is referring to and provide an example of "additional costs" refer to when you say "OTDA reserves the right to change the graphics on the cards at no additional cost"?	OTDA may require changes to the front or the back of the card, including text, image, or design and/or layout, at no additional cost. Appendix W. III. I. states: "The Contractor must accept any changes to the layout, format and fonts of the variable text on cards for the life of the contract, including any extensions, at no additional cost to OTDA. For historical background, OTDA has made four changes to font size and variable text content in the past 21 years." "Additional cost" refers to any charges not included with the bidder's submitted pricing in Appendix P.
14	Appendix W - M. Return Mail Control System	Is the return mail facility required to be physically located in the state of New York?	No, the return mail facility is not required to be located in the state of New York.
15	RFP, section I. Calendar of Events	Given the extensive RFP requirements – particularly section A. <i>Administrative Proposal</i> – would OTDA consider granting a 60-day extension from the current submission deadline to ensure Offerors have sufficient time to prepare comprehensive, competitive proposals that deliver the best value?	Yes. Please see the attached revised Calendar of Events.

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16	RFP, section I. Calendar of Events	Will OTDA consider allowing a second round of Offeror questions, after OTDA provides answers, to ensure complete understanding of requirements?	Yes, with the provision that Round 2 questions must be in reference to OTDA's responses in this document, to be referred to as Round 1. Please see the attached revised Calendar of Events and attached spreadsheet "CBIC RFP – Q and A Round 2."
17	Appendix B – OTDA Terms and Conditions (e.g., Sections 14, 26, 30, 46, and 48) and Appendix T – Draft Contract Agreement	Can the State clarify what specific financial remedies are available to the State in the event of a contractor breach, and whether the Contractor will be given a defined opportunity to cure prior to the imposition of any financial penalties or other monetary remedies?	Section 39 "Remedies for Breach" in Appendix B sets forth remedies available to the State in the event of Contractor breach, and a cure period for the Contractor to remediate a material breach.
18	Appendix B – OTDA Terms and Conditions, Section 36. Savings/Force Majeure	Can the State confirm that such delays will result in mutual extensions of the performance schedule, and that neither party will be liable for failure to perform during the force majeure period provided reasonable diligence is used?	The applicable language in Section 36 "Savings/Force Majeure" pertaining to delays is set forth in the 4th paragraph thereof.
19	Appendix B – OTDA Terms and Conditions, Sections 40–45	Can the State confirm that confidentiality obligations will be reciprocal, ensuring protection of both State and Contractor confidential information? Will the State also ensure that the Contractor's intellectual property and proprietary data are protected from public disclosure? Can the State confirm that any data shared with the Contractor will be classified and labeled in accordance with applicable security standards, such as NYS-S14-002?	OTDA complies with State and Federal Law as well as NYS ITS Policies. All records the State holds are subject to disclosure in accordance with the requirements of Article 6-A of the NYS Public Officers Law (the Freedom of Information Law ("FOIL")).
20	Appendix B – OTDA Terms and Conditions, Section 45.c. Product Warranty	Can the State clarify whether, in relation to subcontractor performance, liability can be limited to instances of negligence or willful misconduct by subcontractors, rather than imposing strict liability on the Contractor for all subcontractor acts?	Section 45.c "Product Warranty" in Appendix B shall not be modified.
21	Appendix B – OTDA Terms and Conditions, Section 49. Limitation of Liability	Can the State confirm that the limitation of liability in Appendix B – Section 49 is intended to apply mutually to both the Contractor and the State, and that it caps total liability for direct damages to two (2) times the "not to exceed" Contract value, with exclusion of consequential damages as stated?	The Section 49 "Limitation of Liability" section pertains to the Contractor's liability only.
22	Appendix B-1 – OTDA Security and Confidentiality Terms	Can the State confirm whether its data protection expectations align with federal NIST standards and whether these detailed expectations, requirements, and associated security controls will be shared with the Contractor prior to contract execution?	The State's internal data protection requirements align with Federal and State Law, and NYS ITS Policies which in themselves incorporate NIST standards.
23	Appendix I – New York State Insurance Requirements	Can the State specify whether the required cyber insurance coverage must include regulatory defense costs and fines/penalties associated with data breaches, in addition to costs for notification, remediation, and third-party claims?	Yes, the required cyber insurance coverage must include regulatory defense costs and fines/penalties associated with data breaches, in addition to costs for notification, remediation, and third-party claims.

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24	Appendix T – Draft Contract Agreement	Can the State confirm whether the final contract will include explicit breach notification timelines and responsibilities consistent with applicable privacy laws, such as New York General Business Law § 899-aa, including requirements for prompt notice to affected parties and coordination with the Contractor in the event of a data breach?	The RFP requires Contractor compliance with General Business Law Section 899-aa (see Section 22 of Appendix A and Section 18 of Appendix B-1, and Appendix B-1 generally for breach notification requirements).
25	Letter of Credit (Appendix T – Draft Contract Agreement, Article 12 and RFP Section III.H)	Can the State confirm whether the amount of the Letter of Credit may be reduced or phased in accordance with completion of contract milestones or decreasing risk exposure? Can the State agree to allow alternative forms of financial security (e.g., performance bond, parent company guarantee) based on a risk assessment?	The letter of credit amount and requirements pertaining thereto remain unchanged.
26	Appendix W – Scope of Work, section III. Detailed Requirements – sub-section A. Back-Up Site	Would the State consider allowing a secondary facility that is 380 straight miles away from the primary facility?	A back-up site 380 miles or more away from the primary site is acceptable. OTDA hereby modifies Appendix W section III.A. Back-Up Site with the following: "The Contractor must provide a primary mailed card production facility (Primary Site) and a back-up mailed card production facility (Back-up Site) at locations within the continental United States. The sites must meet the requirements set forth throughout this RFP. The Back-Up Site must be three hundred and eighty (380) miles or more from the Primary Site. In order to ensure continued Back-Up Site operability, a minimum of 10% of all mailed cards requested by OTDA must be printed and mailed from the Back-Up Site each month. Additionally, at least twice a year the entire back-up data center operations must be exercised for one full business day as a continuation of business test. The Back-Up Site must be capable of 100% of mailed card production and must be equipped and have consumables to do so."
27	RFP - Section III. M.	Has Executive Order No. 4 "Establishing a State Green Procurement and Agency Sustainability Program" been revised?	Executive Order No. 4 has been revoked. See Answer to Question 10 above.