

**State of New York
Office of Temporary and Disability Assistance**

**Request for Proposals
RFP # 2024-15
Common Benefit Identification Card RFP
Issued: June 27, 2025**

Proposals Due: September 16, 2025

I.	Calendar of Events	4
II.	General Description of Services and Definitions.....	4
A.	OTDA Overview	4
B.	Common Benefit Identification Card (CBIC) Overview	4
C.	Scope of Services	5
D.	Minimum Mandatory Requirements	5
E.	Offeror's Conference	6
F.	Important Information	6
G.	Term of the Agreement	6
III.	Administrative Information.....	7
A.	Restrictions on Communication during the Procurement Process.....	7
B.	Questions	9
C.	Right to Modify RFP.....	9
D.	Minority & Woman-Owned Business Enterprise (MWBE) and Equal Employment Opportunity (EEO) Participation Requirements.....	9
E.	Service-Disabled Veteran-Owned Business Enterprises (SDVOB) in State Contracting	12
F.	Diversity Practices	13
G.	Travel.....	14
H.	Letter of Credit	14
I.	Subcontracting	14
J.	State Ethics Law Provision	15
K.	State Finance Law Consultant Disclosure Provisions	16
L.	Executive Order 190: Incorporating Health Across All Policies	16
M.	Executive Order No. 4 signed by former Governor David A. Paterson, "Establishing a State Green Procurement and Agency Sustainability Program" printing requirements. Most recently continued by Executive Order No. 6 signed by Governor Kathy Hochul on Octobr 8, 2021. 18	
IV.	Proposal Content	18
A.	Administrative Proposal	19
B.	Technical Proposal	21
C.	Financial Proposal	25
D.	Freedom of Information Law – Proprietary Information and Trade Secrets	26
V.	Proposal Submission	26
A.	Submission of Administrative, Technical, and Financial Proposals	27
VI.	Evaluation Process/Criteria	27
A.	General Information.....	27
B.	Submission Review	28
C.	Technical Evaluation.....	28

D.	Financial Evaluation	28
E.	Final Composite Score	29
F.	Award Recommendation and Agreement	29

Appendices

The following Appendices are incorporated by reference in the RFP:

Appendix A	Standard Clauses for New York State Contracts
Appendix B	OTDA Terms and Conditions
Appendix B-1	OTDA Security and Confidentiality Terms
Appendix C	Offeror's Certified Statements
Appendix D	Diversity Practices Questionnaire and Scoring
Appendix E	Administrative Forms
Appendix G	Glossary
Appendix H	Deliverables
Appendix I	New York State Insurance Requirements
Appendix J	Key Staff Experience
Appendix K	Offeror and Subcontractor Experience
Appendix O	Service Level and Performance Standards
Appendix P	Pricing Schedule
Appendix Q	Question Submission Form
Appendix T	Draft Contract Agreement
Appendix W	Scope of Work
Appendix Y	Service-Disabled Veteran-Owned Business Enterprises Requirements
Appendix Z	Minority and Women-Owned Business Enterprise (MWBE) Equal Opportunity (EEO) Participation and Workforce Utilization Requirements

I. Calendar of Events

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
Deadline for Submission of Proposals	Proposals Due Date September 16, 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

II. General Description of Services and Definitions

Refer to Appendix G "Glossary" and Appendix B, Section 2 for definitions of terms used in this RFP.

A. OTDA Overview

The Office of Temporary and Disability Assistance (OTDA) of the State of New York ("State") is responsible for supervising programs that provide assistance and support to eligible families and individuals.

OTDA's functions include, but are not limited to, providing public assistance; providing assistance in paying for food; providing heating assistance; overseeing New York State's Child Support Program; determining certain aspects of eligibility for Social Security Disability benefits; supervising homeless housing and services programs; and providing assistance to certain immigrant populations.

B. Common Benefit Identification Card (CBIC) Overview

1. The CBIC is the vehicle through which eligible clients access various governmental benefit programs, such as the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance to Needy Families (TANF), Medicaid

(MA), Summer Electronic Benefit Transfer (SEBT), and Health Benefit Exchange (HBE) programs.

2. OTDA's two systems, the Welfare Management System (WMS) and the CBIC System, are at the core of current card issuance. The CBIC System determines whether the card will be mailed or picked up at the New York City Over-The-Counter ("OTC") card issuance site. The CBIC System generates the card numbers and transmits all pertinent data to the card Contractor. The CBIC System also generates the card activation records for transmission to the Electronic Benefits Transfer (EBT) Contractor and to DOH for Medicaid. There is no system interface between the cards' Contractor, awarded the Contract resulting from this Request for Proposals ("RFP"), and the EBT Contractor.
3. In support of the Electronic Benefits Transfer (EBT) Program, the CBIC card and the temporary vault card must conform to the financial industry standards for debit cards, including the capability to support chip cards and Near Field Communication (NFC) tap-to-pay technology to protect recipient from benefit theft to the extent that OTDA indicates the production of such cards, and must be compatible with ATMs and the commercial Point of Sale (POS) debit infrastructure nationwide.

C. Scope of Services

Through this RFP, OTDA is seeking competitive proposals from qualified vendors to provide CBIC services described in detail in Appendix W (Scope of Work).

One (1) contract will be awarded to a single Offeror for the provision of services and functions outlined in this RFP. In the event the selected Offeror's proposal includes the provision of goods or services by another firm or manufacturer, it shall be mandatory for the selected Offeror to assume full responsibility for the delivery, installation, maintenance, and support services for such items described in the proposal.

D. Minimum Mandatory Requirements

Offerors must meet the following Minimum Mandatory Requirements. The Offeror shall provide a certified statement, in Appendix C, that it has a minimum of 3 years' experience within the 5-year period preceding the issuance of the RFP, of producing at least a minimum of 500,000 cards per year for each of the 3 years that include the following: magnetic stripe technology, Europay, Mastercard, and Visa (EMV) chip technology, and Near Field Communication (NFC) tap-to-pay technology.

Offeror experience may include subcontractor(s) which are committed to performing Services under the Contract.

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.

E. Offeror's Conference

OTDA will convene an Offeror's Conference via WebEx and teleconference at the time and date specified in Section I (Calendar of Events). Parties interested in attending the Offeror's Conference should submit their request to attend by email to procurements@otda.ny.gov no later than 5:00 pm ET at least three (3) calendar days prior to the date of the Offerors' Conference. The email should include the following:

1. Name of Organization,
2. Contact information of up to two (2) participating representatives (names, titles, addresses, phone numbers, and email addresses)

The agenda to the Offeror's Conference will be emailed to all Offerors that have signed up for the Offerors' Conference confirming the date, time, and login information prior to the Offeror's Conference.

The State of New York is committed to assuring equal opportunity for persons with disabilities. To this end, it is OTDA policy to provide reasonable accommodation in all activities, programs, and services. Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of OTDA should contact the Bureau of Contract Management, through any of the designated contacts listed herein, as soon as possible but no later than 48 hours before the scheduled event.

F. Important Information

This RFP outlines the terms and conditions, and all applicable information required for submission of a Proposal. Offerors should pay strict attention to the Deadline for Submission of Proposals (Section I Calendar of Events) to prevent disqualification. To ensure compliance with these requirements and to prevent possible disqualification, Offerors should follow the format and instructions contained in this RFP.

The Offeror is required to review Appendix A, Standard Clauses for NYS Contracts. Appendix A contains important information related to the Contract to be entered into as a result of this RFP and will be incorporated, without change or amendment, into the Contract entered into between OTDA and the successful Offeror. By submitting a response to the RFP, the Offeror agrees to comply with all the provisions of Appendix A.

The Offeror is also required to review Appendix B OTDA Terms and Conditions, Appendix B-1 OTDA Security and Confidentiality Terms, and Appendix T Draft Contract Agreement, as it must be willing to enter into an Agreement which includes the material terms of Appendix B, Appendix B-1 and T should it be selected for Contract award.

G. Term of the Agreement

The term of the Agreement will be for the transition period of up to six (6) months plus a five (5)-year term beginning on the Contract Approval Date.

Pricing adjustments for years two (2) through five (5) of the Agreement can be requested by the Contractor and must be submitted in writing sixty (60) days prior to the yearly anniversary of the contract start date. Pricing shall be subject to an increase or decrease consistent with the percentage change in the Consumer Price Index (CPI-U) for the twelve (12) month period ending 3 months prior to the expiration date (for example, for a Contract ending in March, the lookback period shall be the preceding 12 months of January-December). Such adjustments will be limited to no more than 3% per contract year. CPI-U means the annual rate of increase in the US City Average Index for all urban consumers (CPI-U) for the category of all items before seasonal adjustments, as reported by the U S. Department of Labor, Bureau of Labor Statistics.

III. Administrative Information

NOTE: Procurement documents may, from time to time, be amended or an addenda may be issued by OTDA. It is the Offeror's responsibility to become aware of any such amendments and/or addenda prior to submission of a Proposal. All amendments and/or addenda to procurement documents will be posted to the OTDA website at www.OTDA.ny.gov/contracts/procurement-bid.asp. Only the OTDA website will contain all amendments and/or addenda to the procurement documents, including the Responses to Written Questions. Offerors should periodically review the OTDA website prior to submission of a Proposal to ensure that they have all information required to submit a complete and responsive Proposal.

A. Restrictions on Communication during the Procurement Process

Offerors are restricted from making oral, written or electronic contacts with OTDA employees under circumstances where a reasonable person would infer that the communication was intended to influence the procurement, e.g., an attempt to influence OTDA to award a bid to a particular Offeror (a "Contact"), ***other than to the Point of Contacts (POC) as designated below***. This prohibition on communications begins on the release date of this RFP until the resultant Contract is approved by the Office of the New York State Comptroller's (OSC's) (the "Restricted Period").

The primary POC for this procurement is:

Stacey Johnson
NYS Office of Temporary and Disability Assistance
Bureau of Contract Management
40 North Pearl Street, Suite 12 D
Albany, New York 12243
(518) 486-6352
Email Address: procurements@otda.ny.gov

Other permissible POCs for this procurement are:

Cynthia McGrath
NYS Office of Temporary and Disability Assistance
Bureau of Contract Management
40 North Pearl Street, Suite 12D

Albany, New York 12243
Phone: (518) 486-6352
Email Address: procurements@otda.ny.gov

Michael Hedges
NYS Office of Temporary and Disability Assistance
Bureau of Contract Management
40 North Pearl Street, Suite 12D
Albany, New York 12243
Phone (518) 486-6352
Email Address: procurements@otda.ny.gov

Wallis Howe-Rosenzweig
NYS Office of Temporary and Disability Assistance
Minority and Woman Owned Business Unit
40 North Pearl Street, Suite 12D
Albany, New York 12243
Phone (518) 486-6352
Email Address: procurements@otda.ny.gov

The following communications with OTDA staff are permissible, and are therefore ***not*** deemed impermissible Contacts during the Restricted Period:

- The submission of a written Proposal in response to this RFP
- The participation in any conference or presentation required under the RFP
- The submission of Questions as permitted under the RFP
- Complaints filed by an Offeror to OTDA's Counsel's Office stating that the designated POC has failed to respond in a timely manner (any such complaints should be addressed to: General Counsel, 40 North Pearl Street, 16C, Albany, New York 12243)
- Negotiations following tentative award
- Debriefings with Offerors who are not award recipients
- The filing of a bid protest or appeal

OTDA employees, other than a designated POC listed above, who are contacted by an Offeror are required to obtain and record certain information that will be referred to the POC for inclusion in the procurement record. Impermissible Contacts that are knowingly or willfully made could result in a finding of non-responsibility against the Offeror. Such a finding can result in a rejection of a Contract award and, in the event of two such findings within a four (4) year period, the Offeror would become debarred from obtaining New York State contracts. Further information about these requirements can be found at the following link: <https://ogs.ny.gov/acpl>.

The Procurement Lobbying Act also requires that every procurement over \$15,000 include a certification by the Offeror that all information provided to the agency is complete, true, and accurate with regard to prior non-responsibility determinations within the past four (4) years based on (i) impermissible Contacts or other violations of State Finance Law Section 139-j, or (ii) the intentional provision of false or incomplete information to a governmental entity. See Appendix E (Administrative Forms) for

Offeror Disclosure of Prior Non-Responsibility Determinations Forms, which MUST be included with Offeror's proposal.

The State reserves the right to terminate the award resulting from this procurement in the event it is found that the certification filed by the awarded Offeror in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, The State may exercise its termination right by providing written notification to the award recipient.

B. Questions

There will be an opportunity for submission of written questions and requests for clarification with regard to this RFP. All questions and requests for clarification of this RFP should cite the particular RFP Section and paragraph number where applicable and must be submitted using Appendix Q – Question Submission Form via email to: procurements@otda.ny.gov, no later than the Deadline for Submission of Written Questions as specified in Section I (Calendar of Events). Questions received after the deadline may not be answered.

If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, then it shall notify OTDA of such error in the form of a written question, and request clarification or modification thereto.

The comprehensive list of questions and responses by OTDA will be posted to the OTDA website on the date specified in Section I (Calendar of Events). This listing will not include the identities of the Offerors submitting the questions; those Offerors will remain anonymous to the extent allowed by law.

C. Right to Modify RFP

OTDA reserves the right to modify any part of this RFP, including but not limited to, the date and time by which Proposals must be submitted and received by OTDA, at any time prior to the Deadline for Submission of Proposals listed in Section I (Calendar of Events). Modifications to this RFP shall be made by issuance of amendments and/or addenda as set forth on OTDA's website at <https://otda.ny.gov/contracts/procurement-bid.asp>

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications to the RFP, as deemed necessary by OTDA, will be posted to the OTDA website. OTDA also reserves the right to cancel this RFP, in whole or in part, and to reject any and all Proposals.

D. Minority & Woman-Owned Business Enterprise (MWBE) and Equal Employment Opportunity (EEO) Participation Requirements

Contractor Requirements and Procedures for Participation by New York State-Certified Minority and Women-Owned Business Enterprises and Equal

Employment Opportunity for Minority Group Members and Women and Workforce Utilization Reporting

New York State Law and New York State Executive Order

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations, OTDA is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of OTDA contracts. Executive Order No. 162, signed by former Governor Andrew M. Cuomo and continued by Executive Order No. 6 signed by Governor Kathy Hochul, requires OTDA to monitor and submit Workforce Utilization Reports associated with Contractors performing work in New York State.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, OTDA hereby establishes an overall goal of **30%** for MWBE participation, **15%** for New York State-certified Minority-owned Business Enterprise (“MBE”) participation and **15%** for New York State-certified Women-owned Business Enterprise (“WBE”) participation (based on the current availability of MBEs and WBEs). A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the respondent agrees that OTDA may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how OTDA will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract]

In accordance with 5 NYCRR § 142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFP, such finding constitutes a breach of contract and OTDA may withhold payment as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved

the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the Contract's program manager at OTDA.

Additionally, a respondent will be required to submit the following documents and information as evidence of compliance with the foregoing:

- An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OTDA for review and approval. OTDA will review the submitted MWBE Utilization Plan and advise the respondent of OTDA acceptance or issue a notice of deficiency within 30 days of receipt.
- If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the OTDA a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OTDA to be inadequate, OTDA shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal. OTDA may disqualify a respondent as being non-responsive under the following circumstances:
 - If a respondent fails to submit an MWBE Utilization Plan;
 - If a respondent fails to submit a written remedy to a notice of deficiency;
 - If a respondent fails to submit a request for waiver; or
 - If OTDA determines that the respondent has failed to document good faith efforts.
- The successful respondent will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to OTDA but must be made no later than prior to the submission of a request for final payment on the Contract.
- The successful respondent will be required to submit a quarterly MWBE Contractor Compliance & Payment Report to OTDA, by the 7th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity and Workforce Utilization Reporting Requirements

By submission of a bid or proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of [Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women OR Authority equivalent to Appendix A]. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the respondent, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The respondent will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, Form OTDA-4970, to OTDA with its bid or proposal.

If awarded a Contract, respondent shall submit form OTDA-4971 Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by OTDA on a QUARTERLY basis during the term of the Contract. The Workforce Utilization Report will include demographic information and the job title and aggregate salary information of employees by race and sex that perform work under each Occupation Classification in accordance with Executive Order 162 guidelines and reporting instructions.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

E. Service-Disabled Veteran-Owned Business Enterprises (SDVOB) in State Contracting

1. Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. OTDA recognizes the need to

promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OTDA.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

2. Offerors are strongly encouraged, to the maximum extent practical and consistent with legal requirements of the State Finance Law, the Veterans' Services Law and any implementing regulations, to use responsible and responsive NYS certified SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs. Prospective awardees to this Solicitation are subject to the provisions of Article 3 of the Veterans' Services Law and the regulations (9 NYCRR Part 252) issued thereunder. Offerors are reminded that they must continue to utilize small, and minority and women-owned businesses (MWBs), consistent with current State law (Executive Law Article 15-A).
3. Offerors will complete, Appendix Y, Service-Disabled Veteran-Owned Businesses (SDVOBs) Utilization Plan (Form SDVOB-100), to demonstrate their proposed utilization of NYS certified SDVOBs as part of their bid/proposal. OTDA has set a goal for SDVOB utilization for this procurement at **6%**.
4. The successful Offeror/Contractor will report on the *actual* participation by each SDVOB during the term of the contract to OTDA on a quarterly basis according to policies and procedures to be set by OTDA.
5. **NOTE:** Information about SDVOB certification and set asides for SDVOB participation in public procurement can be found at: <https://ogs.ny.gov/veterans>, which provides certification information and guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.

F. Diversity Practices

Overview

Pursuant to Section 313-a of the Executive Law and Section 142.3 of Title 5 of the New York Codes, Rules, and Regulations, all agencies and authorities must evaluate the diversity practices of Offerors to best value procurements expected to exceed \$250,000, whenever practical, feasible, and appropriate. Evaluating the diversity practices of Offerors as part of the procurement process provides contractors with an incentive to develop mutually beneficial relationships with NYS-certified MWBEs outside of the context of state contracting. These relationships help to build the capacity of MWBEs and enhance their ability to perform ever increasing roles in state contracting.

Diversity practices are the efforts of contractors to include New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with MWBEs.

General Instructions

1. OTDA has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of Offerors to this RFP is practical, feasible, and appropriate. Accordingly, Offerors shall be required to complete and include as part of their Administrative Proposal, the OTDA Diversity Practices Questionnaire Appendix D.
2. Diversity Practices will be evaluated based upon the questionnaire developed by the New York State Division of Minority and Women’s Business Development. This Questionnaire consists of eight (8) questions for Offerors to answer. Some questions request supporting documentation to support certain answers. Scoring Information for Diversity Practices can be found in Appendix D.

G. Travel

Travel time and travel expenses are NOT reimbursable under this contract.

H. Letter of Credit

Within one (1) month after the approval of this Agreement by the Office of the State Comptroller, the Contractor will provide OTDA with an irrevocable Letter of Credit, drawn upon a financial institution approved or accepted by OTDA, the terms of which shall be subject to approval by OTDA, in the amount of three million and five hundred thousand dollars (\$3,500,000) and maintained in force and effect for the benefit of OTDA. See, Appendix T Article 12 for the terms for the Letter of Credit.

I. Subcontracting

It is OTDA’s intention to contract with a single prime contractor for the provisions of services outlined in this RFP. In the event that the Contractor utilizes Subcontractors to perform any required services pursuant to the Agreement resulting from this RFP, OTDA shall have the right to approve or disapprove, after appropriate review and/or interview(s), any and all Subcontractors of the Contractor prior to their performance of services.

The Contractor shall require all proposed subcontractors to complete such Appendices included in this RFP as are deemed necessary by OTDA prior to any such proposed Subcontractor’s services under the Agreement resulting from this RFP. The Contractor acknowledges that this requirement is ongoing for the term of the Agreement, and the Contractor shall be required to disclose to OTDA its intention to enter into any subcontracts for the performance of any Services under the Agreement.

Failure to disclose the identity of any and all Subcontractors used by the Contractor together with a detailed description of their responsibilities may, at the sole discretion of OTDA, result in disqualification of the Subcontractor or termination of the Agreement resulting from this RFP. The Subcontractor and Supplier Identification form can be found in Appendix E (Administrative Forms).

The Contractor shall be fully responsible to OTDA for the acts and omissions of its subcontractors and of persons either directly or indirectly engaged by them in connection with the performance of this Agreement.

The Contractor agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of OTDA. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The Contractor retains ultimate responsibility for all services performed under this Agreement.

J. State Ethics Law Provision

The Offeror and its Subcontractors shall not engage or employ any person who is, or has been at any time, in the employ of the State, to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Commission on Ethics and Lobbying in Government, or its predecessors (collectively, the "Ethics Requirements") as they may be amended from time to time. The Offeror shall certify that all its employees and those of its Subcontractors who are former employees of the State, and who are assigned to perform services under this Agreement, shall be assigned in accordance with all Ethics Requirements. During the term of the Agreement, no person who is employed by the Offeror or its Subcontractors, and who is disqualified from providing services under the Agreement, resulting from this RFP pursuant to any Ethics Requirements, may share in any net revenues of the Offeror or its Subcontractors derived from the Agreement resulting from this Solicitation. The Offeror shall identify and provide OTDA with notice of those employees of the Offeror, and its Subcontractors, who are former employees of the State that will be assigned to perform services under the Agreement, and make sure that such employees comply with all applicable laws and prohibitions. OTDA may request that the Offeror provide it with whatever information OTDA deems appropriate about each such person's engagement, work cooperatively with OTDA to solicit advice from the New York State Commission on Ethic and Lobbying in Government, and, if deemed appropriate by OTDA, instruct any such person to seek the opinion of the New York State Commission on Ethics and Lobbying in Government. OTDA shall have the right to withdraw or withhold approval of any subcontract if utilizing such Subcontractor for any work performed hereunder would conflict with any of the Ethics Requirements. OTDA shall have the right to terminate the Agreement, resulting from this solicitation at any time if any work performed hereunder conflicts with any of the Ethics Requirements.

By submitting a Proposal to this RFP, the person signing the Proposal certifies, for and on behalf of the Offeror, that:

1. He/she has read and understands the provisions applicable to post-employment restrictions affecting former State officers and employees, found at:
<https://ethics.ny.gov/sites/g/files/oeel1281/files/documents/2017/09/public-officers-law-73.pdf>
 - a. Public Officers Law § 73(8)(a)(i), (the two-year bar); and
 - b. Public Officers Law § 73(8)(a)(ii), (the lifetime bar);
2. Submission of this Proposal does not violate either provision;
3. He/she is familiar with the Bidder's employees, and its agents;
4. No violation shall occur by entering into a Contract or in performance of the contractual services;
5. This certification is material to the Proposal; and
6. He/she understands that OTDA intends to rely on this certification.

The Offeror shall fully disclose to OTDA, within its Proposal and on a continuing basis, any circumstances that could affect its ability to comply with the cited laws and ethics requirements. Offerors shall address any questions concerning these provisions to:

New York State
Commission on Ethics and Lobbying in Government
540 Broadway
Albany, NY 12207
Telephone #: (518) 408-3976

K. State Finance Law Consultant Disclosure Provisions

Pursuant to New York State Finance Law § 163(4)(g), State agencies must require all contractors, including Subcontractors, that provide “consulting services” for State purposes pursuant to a contract to submit an annual employment report for each such contract. Such report shall include for each employment category within the contract: (i) the number of employees employed to provide services under the contract, (ii) the number of hours they work, and (iii) their total compensation under the contract. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

The Contractor selected as a result of this procurement will be required to submit Form A, titled “New York State Consultant Services Contractor’s Planned Employment,” prior to contract approval and Form B, titled “New York State Consultant Services Contractor’s Annual Employment Report,” on an annual basis. OTDA has provided the appropriate forms in Appendix E.

L. Executive Order 190: Incorporating Health Across All Policies

Per Executive Order 190, this RFP incorporates the New York State Prevention Agenda and the World Health Organization (WHO) Eight Domains of Livability to further the Health Across All Policies initiative.

The New York State Prevention Agenda is the blueprint for action to improve the health of New Yorkers and become the healthiest state for people of all ages. The five priority areas of the New York State Prevention Agenda are:

1. Preventing Chronic Diseases
2. Promoting a Healthy and Safe Environment
3. Promoting Healthy Women, Infants and Children
4. Promoting Well-Being and Preventing Mental Health and Substance Use Disorders
5. Preventing Communicable Diseases

The WHO Eight Domains of Livability include:

1. Outdoor Spaces and Buildings
 - Providing safe, accessible places for the public to gather indoors and out. Ensuring that parks, sidewalks, safe streets, outdoor seating, and accessible buildings can be used and enjoyed by people of all ages.
2. Transportation
 - Increasing the accessibility, availability, and affordability of public transit options, as well as ensuring safe roadways.
3. Housing
 - Expanding affordable housing options for varying life stages, and enacting programs that help people remain in their homes longer to age in place.
4. Social Participation
 - Increasing access to affordable and community-based social activities can help address loneliness and isolation.
5. Respect and Social Inclusion
 - Increasing the availability of intergenerational activities and programs.
6. Civic Participation and Employment
 - Provide ways that all people, including older people, can, if they choose to, work for pay, volunteer their skills, and be actively engaged in community life.
7. Communication and Information
 - Providing information through a variety of means and in a culturally competent manner, recognizing that not everyone has a smartphone or internet access.
8. Community and Health Services
 - Ensuring accessible and affordable health services in every community.

The Health Across All Policies initiative is a collaborative approach that integrates health considerations into policymaking across all sectors to improve community

health and wellness. To successfully improve the health of all communities, health improvement strategies must target social determinants of health and other complex factors that are often the responsibility of non-health partners such as housing, transportation, education, environment, parks, and economic development.

Consistent with Executive Order 190, where requested in this RFP, Offerors must describe how their proposals can improve community health and wellness through alignment and coordination with the New York State Prevention Agenda priorities and the WHO Eight Domains of Livability.

M. Executive Order No. 4 signed by former Governor David A. Paterson, “Establishing a State Green Procurement and Agency Sustainability Program” printing requirements. Most recently continued by Executive Order No. 6 signed by Governor Kathy Hochul on October 8, 2021.

Contractors are encouraged to use 100% post-consumer recycled content to the maximum extent practicable without jeopardizing the performance or intended end use of the product or packaging. Where paper with 100% post-consumer recycled content is not available, or does not meet required form, function, and utility, paper shall be derived from a sustainably managed renewable resource to the extent practicable, unless the cost of the product is not competitive.

All contracts for printing shall, to the maximum extent practicable, require the use of water-based or vegetable-based lithographic ink, which will reduce the amount of Volatile Organic Compounds released into the environment. In accordance with Article 2, section 7-a of the New York State Printing and Public Documents law, unless it is determined that the cost of printing with vegetable-based ink is significantly greater than the cost of printing with petroleum-based ink, all lithographic inks used in the production of New York State printing requirements shall contain the following minimum percentages of vegetable oil: news inks 40%; sheet fed inks 20%; heat set inks 10%.

IV. Proposal Content

The following sets forth the required format and information to be provided by each Offeror in its Proposal. Offerors responding to this RFP must satisfy all material requirements stated in this RFP. All Offerors are required to submit complete Administrative, Technical, and Financial Proposals. A Proposal that is incomplete in any material respect will be deemed non-responsive.

Offerors must submit Proposals in separate sealed and labeled Administrative, Technical, and Financial Proposal packages. No information beyond that specifically requested is required, and Offerors are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications.

Evaluations of the Administrative, Technical, and Financial Proposals received in response to this RFP will be conducted separately. Offerors are therefore cautioned not to include any Financial Proposal information in the Administrative or Technical Proposal documents.

OTDA will not be responsible for expenses incurred in preparing and submitting the Administrative, Technical, or Financial Proposals. Such costs must not be included in the Proposal.

A. Administrative Proposal

The Administrative Proposal should contain all requirements listed below. A Proposal that is incomplete in any material respect may be deemed non-responsive. The information requested should be provided in the prescribed format. Proposals that do not follow the prescribed format may be deemed non-responsive. OTDA reserves the right to waive any non-material requirement solely at the agency's discretion.

1. Please provide the forms in Appendix C (Offeror's Certified Statements) and Appendix E (Administrative Forms), in the same order in which they are requested as follows:
 - a. Appendix C - Offeror's Certified Statements, which includes information regarding the Offeror. Appendix C must be signed by an individual authorized to bind the Offeror contractually. Please indicate the title or position that the signer holds with the Offeror. OTDA reserves the right to reject a Proposal which fails to comply with Appendix C.
 - b. Appendix E – Administrative Forms:
 - i. Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia – EO 16 Certification
 - ii. MacBride Fair Employment Principle
 - iii. Prohibiting Contracts with Entities that Support Discrimination – EO 177 Certification
 - iv. Sexual Harassment Prevention Certification – State Finance Law §139-l
 - v. Non-Collusive Bidding
 - vi. Offeror disclosure of Non-Responsibility Determinations
 - vii. Procurement Lobbying Act Offeror's Certification of Affirmation of Understanding and Agreement pursuant to State Finance Law §§ 139-j and 139-k
 - viii. Contractor's Certification/Acknowledgement/Understanding
 - ix. Offeror Assurance of No Conflict of Interest or Detrimental Effect
 - x. Subcontractor and Supplier ID Form
 - c. Appendix Y - Service Disabled Veteran-Owned Business Participation Form SDVOB-100 (SDVOB Utilization Plan). SDVOB forms can be found in Appendix E (Administrative Forms).

Note: Offerors may apply for a partial or total waiver of SDVOB participation requirements by submitting form SDVOB-200 (Application for Waiver of SDVOB Participation Goal) and including all required documentation. Waivers will be granted only when the Offeror cannot, after a good faith effort, comply with the SDVOB participation requirements set forth under this procurement.

- d. Appendix Z - MWBE Participation Requirements Forms. Offerors are required to comply with MWBE participation requirements as stated in Section III.D of

this RFP. As part of your proposal, submit the following documents, as appropriate. These documents can be found at:

<https://otda.ny.gov/contracts/mwbe/forms.asp>.

- i. Form OTDA-4970 (Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement) as described in Clause 12 of Appendix A – Standard Clauses for NYS Contracts
- ii. Form OTDA-4934 (Staffing Plan)
- iii. Form OTDA-4937 (MWBE Utilization Plan)
- iv. Form OTDA-4938 (MWBE Subcontractors and Suppliers Letter of Intent to Participate)
- v. Form OTDA-4976 (MWBE Goal Requirements Certification of Good Faith Efforts)

Note: Offerors may apply for a partial or total waiver of MWBE participation requirements by submitting Form OTDA-4969 (Request for Waiver Form) and including all required documentation. Waivers will be granted only when the Offeror cannot, after a good faith effort, comply with the MWBE participation requirements set forth under this procurement.

2. Vendor Responsibility Questionnaire

Offerors must complete, certify, and file a New York State Vendor Responsibility Questionnaire. OTDA recommends that Bidders file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions at [The VendRep System | Office of the New York State Comptroller](#) or go directly to the VendRep System online at <https://onlineservices.osc.state.ny.us>.

Bidders must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us

Bidders opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website: www.osc.state.ny.us/vendrep

Subcontractors are required to submit a Vendor Responsibility Questionnaire for subcontracts that equal or exceed \$100,000 at the time of award or will over the life of the contract.

3. If selected for contract award, Offerors will be required to submit further information as set forth below. While the following information is not required until notification of selection of award, Offerors are encouraged to submit these forms with their Administrative Proposal.
 - a. ST-220 CA, Sales and Compensating Use Tax Certification (See [Form ST-220-CA:12/11: Contractor Certification to Covered Agency, st220ca \(ny.gov\)](#))

- b. Insurance Documentation, including Workers' Compensation and Disability Benefits (See Appendix I).

B. Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Offeror and its staff to perform the services referenced in this RFP. The following outlines the required information to be provided, in order, by an Offeror in its Technical Proposal. Proposals that do not follow the prescribed format may be deemed non-responsive.

Financial information must *not* be included in the Technical Proposal. A Technical Proposal that is incomplete in any material respect may be deemed non-responsive.

1. Title Page

Submit a Title Page providing the RFP subject and number, the Offeror's name, and the date of the Proposal.

2. Table of Contents

The Table of Contents should clearly identify all material (by section and page number) included in the Proposal.

3. Offeror Response to Technical Requirements

Offeror's proposal shall demonstrate how the Offeror intends to provide the Services included in this RFP, notably Appendix W (Scope of Work), throughout the Contract Term. Offeror's Technical Proposal shall include the following technical items which OTDA will evaluate and score.

a. Executive Summary

An Executive Summary must be submitted which describes:

- i. how the Offeror intends to provide all the services included in this RFP and Appendix W (Scope of Work) throughout the Contract Term;
- ii. the Offeror's understanding of the requirements of this RFP and the Offeror's approach for meeting the requirements; and
- iii. how the Offeror can assist the OTDA in accomplishing the purpose of this RFP.

b. Narratives Section

Narratives must be submitted, together with explanatory charts, schedules and other documents describing the Offeror's understanding of the requirements of this RFP, and how the Offeror proposes to meet those requirements as described in this RFP, notably the SOW, for each of the following components:

- i. Describing the methods (existing on-staff resources, through direct recruitment, through Subcontractors or a combination thereof) used by Offeror to provide sufficient staff to meet the OTDA's production and operational requirements. As part of this description, Offerors shall:
 - a) identify all proposed Subcontractors;
 - b) provide its proposed staffing projections; and
 - c) provide its staffing and attrition plan for the OTC Site.

- ii. Disaster Vault Card Inventory

A draft emergency resupply plan to address expedited re-orders and deliveries of vault cards to disaster-stricken district(s) must be included.

- iii. OTC Information Security Procedures

Offeror shall include in its technical proposal a plan to ensure that OTC client data is protected. This plan must include, but is not limited to, such steps as the secure destruction of any consumables such as printer ribbons or documentation that may compromise client data security. Such plan should align with the NYS Sanitization/Secure Disposal standard (NYS-S13-003) for MODERATE impact data (see NYS Information Classification Standard NYS-S14-002).

c. Offeror Experience and Qualifications.

The Offeror's experience as well as Subcontractor's (if any) experience, within the ten (10) year period prior to the date of bid submission, must be submitted separately for each experience category listed below by completing Appendix K – Offeror and Subcontractor Experience:

- i. Number of years providing and a description of Offeror's Card Production Experience meaning operations and management of a debit, EBT or credit card issuance system, producing a minimum of 500,000 cards per year.
- ii. Number of years providing and a description of Offeror's Mail experience: experience in bulk (large volume) mail operations using the USPS including accepting and processing returned mail.
- iii. Number of years providing and a description of Offeror's Technical Experience: technical operations, i.e. network, database, hardware, software, and information security, etc.
- iv. Number of years providing and a description of Offeror's Management Experience in managing multiple Subcontractors.

d. Key Staff Experience

Offerors must complete and submit **Appendix J - Key Staff Experience** to set forth its description of experience for the categories therein for Key Staff within the ten (10) year period prior to the date of bid submission.

e. Draft Work Plan

Offeror's proposal must provide a draft work plan in the proposal that lists all anticipated activities, associated deliverables and approximate time frames needed to complete the project. The work plan should at a minimum address the following listed items, along with all other tasks the Offeror deems appropriate. To provide clarity over the items to be addressed in the draft work plan, associated deliverables are indicated under each item to be addressed. However, Offerors are not requested to include those deliverables in the draft work plan. Numbers in parenthesis refer to the corresponding deliverable in **Appendix H** of this RFP.

Draft Work Plan to address the following:

- i. Systems design and development:
 - a) General Design Documents (#4)
 - b) Detailed Design Documents – draft (#7)
- ii. Hardware Acquisition and Installation:
 - a) Detailed Equipment List (#9)
 - b) Maintenance Contracts (#21)
- iii. Testing: Provide conceptual drafts of the following deliverables:
 - a) Test Plans (#8)
 - b) Test Scripts (#8)
 - c) Test Reports (#15)
 - d) Availability of User Test System (#14)
- iv. Procedures, Manuals, and Documents: Provide conceptual drafts of the following deliverables:
 - a) Operations Procedures Manual(s) (#19)
 - b) Inventory Control Procedures (#11 and #19)
 - c) Issue Escalation Flow Chart and Contact Data (#23)
 - d) Quality Assurance and Control Manual (#22)
 - e) Change and Release Management Manual (#22)
- v. Database Conversion:
 - a) Conversion Plan (#7)
 - b) Draft Data Base Conversion Reports (#20)
- vi. Mailed card production primary and back-up sites readiness: addressing how Offeror currently meets the following requirements in its current card production and Offeror's plan for providing the following deliverables under the Contract resulting from the RFP:

- a) Written Certification from Contractor that the Primary, Back-up Site, and OTC Site are Ready to Begin Card Production (#24)
 - b) Back-up and Recovery Plans for Mailed Card Production and for Data Flow to OTC Site (#16)
 - c) Vendor Communications Network (Primary and Back-up) readiness
 - d) Written Certification and Documentation from Contractor that the Primary and Back-up Networks are ready to support the CBIC project and perform as required.
- vii. Staffing/Training Plan:
 - a) Organizational Chart (#17)
 - b) Training Plans (#18)
 - c) Training Manual(s) (#18)
- viii. Identification of all Subcontractors:
 - Copies of Subcontracts (#3)
- ix. Acquisition of Consumables:
 - Detailed Listing of Consumables (#13)

The Offeror is responsible for ensuring that the level of detail in the draft work plan sufficiently identifies each deliverable, milestone and the responsible person and/or work unit within the Offeror's corporate structure or that of any Subcontractor assigned to the task. The draft work plans must be presented with "days to completion" projections which will be converted to actual begin and end dates 30 calendar days after OSC approval of the signed contract. All dependencies, external and internal, must be identified. Each organization (State, Contractor, Subcontractor, other) responsible for a specific function of the CBIC project must be identified.

f. Card Samples

Submit 10 samples of various card types from existing business of their ISO standard financial access cards and 10 corresponding card carriers along with their proposals. Card carrier artwork customized for the OTDA is not required during the procurement, except in terms of providing existing samples from the Offeror's current business.

g. Faster turnaround times

The required minimum OTC Card Issuance turnaround time is of 45 minutes. See Appendix W § III.F.2.c)(9). Indicate if Offeror is committing to a faster OTC Card Issuance turnaround time.

The required minimum Mailed Card Issuance turnaround time is of 2 days. See Appendix W § III.F.1.a) and III.F.1.c)(2). Indicate if Offeror is committing to a faster Mailed Card Issuance turnaround time proposed by offeror.

h. Technological Requirements

In separate bound and electronic copies, Offeror shall provide narratives to address how Contractor will meet or exceed the following SOW requirements:

- i. Network requirements (24/7/365) – See SOW §III S. and T.;
- ii. Record layouts – See SOW §III.S.1. and T.;
- iii. Record error messages See SOW §III.S.2. and T.;
- iv. OTDA's Data Transfer responsibilities – See SOW §III.S.3.a)
- v. Contractor System Responsibilities – See SOW §III.S.3.b)
- vi. Network Responsibilities – Contractor – See SOW §III.S.4.
 - a) Bandwidth – See SOW §III.S.4.a)
 - b) Transport Medium – See SOW §III.S.4.b)
 - c) Encryption – See SOW §III.S.4.c)
 - d) Location – See SOW §III.S.4.d)
 - e) Network Availability – See SOW §III.S.4.e)
 - f) Staffing responsibility– See SOW §III.S.4.f)
 - g) Network and back-up network – See SOW §III.S.4.g)
- vii. Communication protocols - must support SOAP – See SOW §III.S.5.

4. Diversity Practices

OTDA has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of Offerors to this RFP is practical, feasible, and appropriate. As part of your proposal, submit Appendix D Diversity Practices Questionnaire with your Technical Proposal.

5. EO No. 190: Incorporating Health Across All Policies into State Agency Activities

OTDA has determined, pursuant to EO No. 190, that an assessment of the Offerors' incorporation of Health Across all Policies in practical, feasible, and appropriate under this RFP.

As part of your proposal, describe how your provision of the services will improve community health and wellness through alignment and coordination with the New York State Prevention Agenda priorities and the WHO Eight Domains of Livability, as defined in RFP section III.L above.

C. Financial Proposal

Submit a completed and signed Appendix P – Pricing Schedule in Excel and PDF format. Failure to comply with the mandatory format and content requirements may result in disqualification.

D. Freedom of Information Law – Proprietary Information and Trade Secrets

Offerors acknowledge that all proposals submitted to OTDA become the property of OTDA and may be subject to disclosure pursuant the State's Freedom of Information Law, as described in Section 4 of Appendix B.

V. Proposal Submission

To be considered responsive, the Offeror must submit a complete response to this RFP in conformance with the format and content requirements set forth herein. A Proposal that does not provide all the information requested may be deemed non-responsive.

All proposals must be submitted in hard copy and on compact disc (see item 4. below) and received by the date and time indicated for Deadline for Submission of Proposals as specified in Section I (Calendar of Events). Proposals received after the Deadline for Submission of Proposals may be deemed non-responsive.

Proposals must be clearly labeled, sealed, and submitted by U.S. Mail, by courier/delivery service (e.g., FedEx, UPS, etc.), or by hand as noted below. Offeror should include their name and address, and send to:

**Office of Temporary Disability Assistance (RFP #2024-15)
Attention: Bureau of Contract Management
12th Floor Section D
40 North Pearl Street
Albany, NY 12243**

If multiple packages or boxes are used to transmit the proposal, they should be labeled "box 1 of x", "box 2 of x", etc.

Due to security procedures at 40 North Pearl Street, when proposals are hand-delivered to OTDA, such proposals must first be taken to the Security Desk during OTDA's normal hours, which are Monday through Friday, from 8:00 a.m. to 5:00 p.m. ET. Offeror's must provide the name of the POC listed in Section III.A. and phone number (518) 486-6352 to the Security Staff. Offerors should allow extra time to comply with security procedures in effect at 40 North Pearl Street when hand delivering a Proposal or using deliveries by independent courier services. Offerors must provide identification to the security guard(s) for inspection. Offerors assume all risk for timely, properly submitted proposals. **Submission of Proposals in a manner other than as described in these instructions (e.g., fax, electronic transmission) will not be accepted.**

An Offeror may withdraw a Proposal at any time prior to the Deadline for Submission of Proposals specified in Section I, Calendar of Events. Requests to withdraw a proposal must be sent in writing to the Primary point of contact listed in Section III.A. of this RFP and signed by authorized agent of the Offeror. The Proposal may thereafter be resubmitted, but not after the Deadline for Submission of Proposals specified in Section I, Calendar of Events. Modifications to a Proposal offered in any other manner, oral or written, will not be considered.

A. Submission of Administrative, Technical, and Financial Proposals

Each Offeror must submit **SEPARATE, SEALED AND LABELED** Administrative, Technical, and Financial Proposals, as follows:

1. For the Administrative Proposal:

Submit TWO originals, not copies, with original signatures.

2. For the Technical Proposal:

Submit TWO originals, not copies, with original signatures.

3. For the Financial Proposal:

Submit TWO originals, not copies, with original signatures.

4. For EACH of the Administrative, Technical, and Financial Proposals:

Submit TWO labelled copies of EACH of the Administrative, Technical, and Financial Proposals on SEPARATE CDs; an acceptable format is unlocked Adobe PDF for the Administrative and Technical Proposal and both unlocked Adobe and Excel formats for the Financial Proposal. The CD copies of EACH of the Administrative, Technical, and Financial Proposals should be identical copies of the original documents, ***including signatures***, and should be in one file on each CD.

Submit each of the complete Administrative, Technical, and Financial Proposals in its own separate sealed and labeled package. Each sealed and labeled package may be placed in a larger box or package when submitted to OTDA.

Clearly mark the outside envelope of your sealed Proposals, the original, each copy, and CD as “RFP# (Name) – (Technical) (Administrative) or (Financial) Proposal submitted by (Offeror’s name).”

VI. Evaluation Process/Criteria

A. General Information

OTDA will evaluate each Proposal based on the “Best Value” concept. This means that the Proposal that best “optimizes quality, cost, and efficiency among responsive and responsible offerors” shall be selected for award (State Finance Law, Article 11, §163[1][j]).

OTDA, at its sole discretion, will determine which Proposal(s) best satisfies the RFP requirements. OTDA reserves all rights with respect to the award. All Proposals deemed to be responsive to the requirements of this procurement will be evaluated and scored for technical qualities and cost. Proposals failing to meet a mandatory or material requirement in the RFP may be deemed non-responsive. The evaluation process will include separate Technical and Financial evaluations, and the result of each evaluation shall remain confidential until both evaluations have been completed and a selection of the winning Proposal is made.

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. The Technical Proposal will be weighted **50%** of an Offeror's total score and the Financial Proposal will be weighted **50%** of an Offeror's total score.

Offerors may be requested by OTDA to clarify the contents of their proposals. Other than to provide such information as may be requested by OSC, no Offeror will be allowed to alter its Proposal or add information, except as provided in Appendix B, Article 18, after the Deadline for Submission of Proposals.

B. Submission Review

OTDA will examine all Proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in Section 4 (Proposal Content) and Section V (Proposal Submission), and include the proper documentation, including all documentation required for the Administrative Proposal, as stated in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of OTDA, may be deemed non-responsive.

C. Technical Evaluation

The evaluation process will be conducted in a comprehensive and impartial manner. A Technical Evaluation Committee will review and evaluate all Proposals. Initially, each Proposal will undergo a preliminary technical evaluation to verify whether the Mandatory Requirements and "material" RFP requirements are met. Assuming such requirements are met, Technical Evaluation Committee members will independently score each Technical Proposal. The individual Committee Member scores will be averaged to calculate the Technical Score for each responsive Proposal.

The maximum technical score will be allocated to the Technical Proposal with the highest score. All other responsive Technical Proposals will receive a proportionate score using this formula:

Technical points awarded = 50 potential points x (Score of Proposal Being Evaluated / Highest Technical Proposal).

The Technical Evaluation is **50% (up to 50 points)** of the final score.

D. Financial Evaluation

The Financial Evaluation Committee will evaluate the Financial Proposal documents. Initially, Financial Proposals will be opened and reviewed for responsiveness to the RFP, and if a Financial Proposal is found to be non-responsive, that Proposal may be deemed non-responsive.

Each Financial Proposal that is deemed responsive, will be evaluated and assigned a financial score. The Financial Proposals will be scored based on a maximum score of 50 points. The maximum financial score will be allocated to the Financial Proposal with the lowest price. All other responsive Financial Proposals will receive a proportionate score using this formula:

Financial points awarded = 50 potential points x (Lowest Financial Proposal / Cost of Proposal Being Evaluated).

The Financial Proposal evaluation is **50% (up to 50 points)** of the final score.

E. Final Composite Score

A final composite score will be calculated by the OTDA by adding the Technical Proposal points and the Financial Proposal points.

F. Award Recommendation and Agreement

The Offeror with the highest composite score(s) will be notified of selection. The awarded Offeror will enter into a written Agreement as set forth in Appendix T, which includes the terms and condition in Appendix B. The Agreement is intended to incorporate all the documents comprising the Contract between OTDA and the Contractor. The resultant Agreement shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the New York State Comptroller.

Appendix A

Standard Clauses for New York State Contracts

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

Standard Clauses for New York State Contracts

Contents

Appendix A Standard Clauses for New York State Contracts	1
Standard Clauses for NYS Contracts.....	3
1. Executory Clause.....	3
2. Non-Assignment Clause.	3
3. Comptroller's Approval.....	3
4. Workers' Compensation Benefits.....	3
5. Non-Discrimination Requirements.	4
6. Wage and Hours Provisions.	4
7. Non-Collusive Bidding Certification.....	5
8. International Boycott Prohibition.	5
9. Set-Off Rights.	5
10. Records.	5
11. Identifying Information and Privacy Notification.	6
12. Equal Employment Opportunities for Minorities and Women.....	6
13. Conflicting Terms.....	7
14. Governing Law.....	7
15. Late Payment.....	8
16. No Arbitration.....	8
17. Service of Process.....	8
18. Prohibition on Purchase of Tropical Hardwoods.....	8
19. Macbride Fair Employment Principles.....	8
20. Omnibus Procurement Act of 1992.....	9
21. Reciprocity and Sanctions Provisions.....	9
22. Compliance With Breach Notification and Data Security Laws.	10
23. Compliance With Consultant Disclosure Law.	10
24. Procurement Lobbying.....	10
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors.....	10
26. Iran Divestment Act.....	11
27. Admissibility of Reproduction of Contract.	11

Standard Clauses for NYS Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. Executory Clause.

In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. Non-Assignment Clause.

In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. Comptroller’s Approval.

In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. Workers’ Compensation Benefits.

In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of

this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. Non-Discrimination Requirements.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. Wage and Hours Provisions.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. Non-Collusive Bidding Certification.

In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. International Boycott Prohibition.

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR §105.4).

9. Set-Off Rights.

The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. Records.

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and

copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. Identifying Information and Privacy Notification.

- (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.
- (b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. Equal Employment Opportunities for Minorities and Women.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the

Standard Clauses for New York State Contracts

following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- (a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- (b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- (c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. Conflicting Terms.

In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. Governing Law.

This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. Late Payment.

Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. No Arbitration.

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. Service of Process.

In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. Prohibition on Purchase of Tropical Hardwoods.

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. Macbride Fair Employment Principles.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. Omnibus Procurement Act of 1992.

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law §2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. Reciprocity and Sanctions Provisions.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the

goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain.

NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. Compliance With Breach Notification and Data Security Laws.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. Compliance With Consultant Disclosure Law.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. Procurement Lobbying.

To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. Iran Divestment Act.

By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. Admissibility of Reproduction of Contract.

Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

APPENDIX B

OTDA Terms and Conditions

Contents

General	4
1. Ethics Compliance.....	4
2. Definitions.....	4
Bid Submission	7
3. Bid Submission.....	7
4. Freedom of Information Law.....	7
5. Prevailing Wage Rates - Public Works and Building Services Contracts	8
6. Taxes	9
7. Expenses Prior to Contract Execution	9
8. Product References.....	10
9. Remanufactured, Recycled, Recyclable, or Recovered Materials.....	10
10. Products Manufactured in Public Institutions.....	10
11. Pricing	10
12. Site Inspection	11
Bid Evaluation.....	12
13. Bid Evaluation.....	12
14. Quantity Changes Prior to Award	12
15. Timeframe for Offers	12
16. Debriefings	12
17. Contract Publicity.....	12
Terms and Conditions.....	13
18. Procurement Rights.....	13
19. Contract Effective	13
20. Official Use Only/No Personal Use.....	13
21. Modification of Contract Terms.....	13
22. Scope Changes	14
23. Estimated/Specific Quantity Contracts	14
24. Emergency Contracts	14
25. Product Delivery	15
26. Title and Risk of Loss for Products Other Than Technology Products	15
27. Product Substitution	15
28. Rejected Product.....	15
29. Installation	15
30. Repaired or Replaced Products, Parts, or Components.....	16
31. Employees, Subcontractors and Agents.....	16
32. Assignment.....	17
33. Subcontractors and Suppliers.....	18
34. Suspension of Work	18
35. Termination.....	18
36. Savings/Force Majeure.....	20
37. Contract Invoicing.....	21
38. Prompt Payments.....	21

39.	Remedies for Breach	22
40.	Assignment of Claim.....	23
41.	Toxic Substances	23
42.	Independent Contractor	23
43.	Security23	
44.	Cooperation with Third Parties	23
45.	Warranties	23
46.	Legal Compliance.....	26
47.	Indemnification	26
48.	Indemnification Relating to Infringement	27
49.	Limitation of Liability	28
50.	Dispute Resolution Procedures	29
51.	Procedure for Protests/Appeals of Bid Specifications.....	30
52.	No Presumption Against Drafter	33
53.	No Conflict.....	33
54.	Availability of OTDA Resources.....	33
55.	Software License Grant	33
56.	Product Acceptance	35
57.	No Hardstop or Passive License Monitoring.....	36
58.	Ownership/Title to Project Deliverables.....	36
59.	Changes to Product or Service Offerings	38
60.	Federal Procurement Clauses	39

The Terms and Conditions set forth in this APPENDIX B are made part of the Agreement between OTDA and the Contractor.

General

1. Ethics Compliance

All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

Contractors, consultants, vendors, and subcontractors may hire former State agency, OTDA or State authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of OTDA may neither appear nor practice before OTDA, nor receive compensation for services rendered on a matter before OTDA, for a period of two years following their separation from OTDA service. In addition, former State and OTDA employees are subject to a "lifetime bar" from appearing before OTDA or receiving compensation for services regarding any transaction in which they personally participated, or which was under their active consideration during their tenure with the State or OTDA. The Offeror shall identify and provide OTDA with notice of any/all employees of the Offeror and its subcontractors who are former employees of the State, who will be assigned to perform services under an Agreement, resulting from this Solicitation, by completing the Offeror's Disclosure of Former State Employees form included in (APPENDIX E), as part of their bid proposal.

2. Definitions

Terms used in the Agreement shall have the following meanings:

- a. Administrative Proposal** means the administrative portion of an Offeror's Proposal.
- b. Attorney General or AG** means the Attorney General of the State of New York.
- c. Bid or Proposal** means a response to the Solicitation submitted by a Bidder to provide Products.
- d. Bid Specifications** means a written description drafted by OTDA setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a Product, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or

anticipated outcomes or any other requirement necessary to perform work.

- e. **Bidder, Offeror, or Proposer** means any person or entity who submits a Bid in response to the Solicitation. At the time that a Bidder executes a Contract with OTDA, the Bidder shall become a “Contractor.”
- f. **Specifications** mean the terms and conditions set forth in the negotiated Agreement and associated documents.
- g. **Business Day** means any day which is neither a Saturday, Sunday, nor an official New York State or federal holiday.
- h. **Contract or Agreement** means the writings that contain the agreement of OTDA and the Contractor setting forth the total legal obligation between the parties as determined by applicable laws and regulations.
- i. **Contract Approval Date** means the date upon which OSC approves the Contract.
- j. **Contract Term or Term** means the period beginning on the date OSC approves the Contract and ending on the date the Contract expires or terminates, unless otherwise specified in the Solicitation.
- k. **Contractor** means the successful Bidder to whom a Contract has been awarded by OTDA.
- l. **Commodities** means material goods, supplies, products, construction items or other standard articles of commerce (other than technology) that are the subject of any purchase or exchange.
- m. **Documentation** means the complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, that are necessary to enable OTDA to properly test, install, operate and enjoy full use of the Product.
- n. **Financial Proposal** means the financial portion of a Proposal.
- o. **Invitation for Bids or IFB** means a type of Solicitation that is most typically used for procurements where requirements can be stated, and award will be made based on lowest price to the responsive and responsible Bidder or Bidders.
- p. **OSC** means the Office of the Comptroller of New York State.
- q. **OTDA** means the New York State Office of Temporary and Disability Assistance.
- r. **Product(s)** means items or deliverables under a Solicitation or Contract which may include commodities, services and/or technology, as applicable.
- s. **Request for Proposals or RFP** means a type of Solicitation that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the award will be made based on “best value,” as defined by the State Finance Law, to one or more responsive and responsible Bidders, and as identified more specifically in the RFP issued

herein (if any).

- t. **Request for Quotation or RFQ** means a procurement method that can be used in situations such as single source, or emergency purchases.
- u. **Responsible Bidder** means a Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by OTDA. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.
- v. **Responsive Bidder** means a Bidder meeting the specifications or requirements prescribed in the Solicitation, as determined by OTDA.
- w. **Services** means the performance of a task or tasks as described in the Agreement.
- x. **Single Source** means a procurement where two or more Bidders can supply the required Product, and OTDA may award the contract to one Bidder over the other.
- y. **Site** means the location (street address) where Product will be delivered or executed.
- z. **Sole Source** means a procurement where only one Bidder is capable of supplying the required Product.
- aa. **Solicitation** means writings by OTDA setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include but are not limited to: Invitation for Bids (IFB), Request for Quotations (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions that are incorporated by reference, including but not limited to APPENDIX A (Standard Clauses for NYS Contracts), APPENDIX B (General Specifications), and identified attachments. Where the procurement is undertaken on a non-competitive basis, the term "Solicitation" shall be deemed to refer to all the terms and conditions identified in the Contract.
- bb. **State** means the State of New York.
- cc. **Subcontractor** means any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of the Contract with the Contractor.
- dd. **Submission Date** means the date on which Proposals are due to OTDA.
- ee. **Technical Proposal** means the technical portion of a Bidder's Bid Proposal.
- ff. **Technology** means a good, either new or used, or service, or a combination thereof, that results in a technical method of achieving a practical purpose or

in improvements in productivity. Procurements of technology are conducted in the same manner as are procurements of services.

Bid Submission

3. Bid Submission

- a. Bidding** All Bids, including all information and Product required by the Solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (US\$). Any Bids submitted which do not meet the above criteria may be rejected.
- b. Bid Opening** Bids may, as applicable, be opened publicly. OTDA reserves the right at any time to postpone or cancel a scheduled Bid opening.
- c. Late Bids** Bids must be received at the location designated in the Solicitation at or before the date and time established in the Solicitation for the receipt of Bids.

Any Bid received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in OTDA's sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, (ii) in the case of a multiple award, an insufficient number of timely Bids are received to satisfy the multiple award, or (iii) the Bidder has demonstrated to the satisfaction of OTDA that the Late Bid was caused solely by factors outside the control of the Bidder. Furthermore, OTDA may choose to accept a Late Bid if OTDA determines, in its sole discretion, that doing so is in the best interests of the State. However, in no event shall OTDA be under any obligation to accept a Late Bid.

4. Freedom of Information Law

All Proposals shall become the property of OTDA and may be disclosed or used by OTDA to the extent permitted by law. OTDA may disclose a Proposal to any person for the purpose of assisting in evaluating the Proposal or for any other lawful purpose. Information in Proposals relating to Offeror price submissions, including commercial, book or list pricing, applicable discounts or final bid price and like information, shall not be entitled to confidentiality protection whether or not submitted or designated as proprietary to Offeror. All proposals will become State agency records, which will be available to the public in accordance with the Freedom on Information Law. ***Any portion of its Proposal that an Offeror believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the proposal.*** If OTDA agrees with the proprietary claim, the designated portion of the proposal will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material will be deemed a waiver of any right to confidential handling of such material. OTDA's determination of whether the Offeror's claim of proprietary status of the designated information

should be granted will be predicated in large measure upon the Offeror's written statement of the necessity for the exemption. Therefore, while not required, Offerors are advised to submit their written statements of the necessity for the claimed proprietary information exceptions at the time of the submission of their Proposals.

5. Prevailing Wage Rates - Public Works and Building Services Contracts

If any portion of work being solicited is subject to the prevailing wage rate provisions of the Labor Law, then this Section shall apply:

- a. Prevailing Wage Rate Applicable to Bids** A copy of the applicable prevailing wage rate schedule is incorporated into the Solicitation and may also be obtained by visiting www.labor.ny.gov and typing in the search box: Prevailing Wage Schedule Request. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (e.g., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rates for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. ***Bids that fail to comply with this requirement will be disqualified.***
- b. Wage Rate Payments/Changes During Contract Term** The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the prevailing wage rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term for its employees as required by law and is responsible for ensuring any Subcontractors utilized on the Contract also comply with the prevailing wage provisions of the New York State Labor Law.
- c. Article 8 Construction/Public Works Contracts** In compliance with Article 8, Section 220 of the New York State Labor Law:
 - i. Posting** The Contractor must publicly post on the work Site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.
 - ii. Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in the State, such records must be kept at the work Site. For building services contracts, such records must be kept at the work Site while work is being

performed.

- iii. **Submission of Certified Payroll Transcripts for Public Works Contracts Only** Contractors and Subcontractors on public works Contracts must submit monthly payroll transcripts to OTDA issuing the Purchase Order for the work. This provision does not apply to Article 9 of the Labor Law building services contracts.
 - iv. **Day's Labor** No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than 5 calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the Contract Site or for the protection of the life and limb of the persons using the Contract Site.
- d. **Article 9 Building Services Contracts** In compliance with Article 9, Section 230 of the New York State Labor Law:
- i. **Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. Where the Contractor or Subcontractor maintains no regular place of business in New York State, such records must be kept at the work Site while work is being performed.
 - ii. **Overtime** Employees of Contractors and Subcontractors who work in excess of eight hours in a day or forty hours in a week shall be paid at the overtime rate identified by the New York State Department of Labor.

6. Taxes

- a. Unless otherwise specified in the Solicitation, Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.
- b. Purchases made by the State of New York are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State sales tax exemption, either the Purchase Order issued by a State Agency, or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116(a)(1) of the Tax Law.

7. Expenses Prior to Contract Execution

OTDA is not liable for any costs incurred by a Bidder or Contractor in the

preparation and production of a Bid.

8. Product References

- a. **“Or Equal”** In all Solicitations or Bid Specifications, the words “or equal” are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. OTDA’s decision as to acceptance of the Product as equal shall be final.
- b. **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Solicitation or Bid Specifications and the written description of the Products that cannot be reconciled, then the written description shall prevail.

9. Remanufactured, Recycled, Recyclable, or Recovered Materials

Upon the conditions specified in the Solicitation and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable, or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements, or in the Solicitation. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product unless such use is precluded due to health, welfare, safety requirements, or by the Solicitation. Where such use is not practical, suitable, or permitted by the Solicitation, Contractor shall deliver new materials in accordance with the “Warranties” set forth below.

Items with recycled, recyclable, recovered, refurbished, or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

10. Products Manufactured in Public Institutions

Bids offering Products that are manufactured or produced in public institutions will be rejected.

11. Pricing

- a. **Unit Pricing** If required by the Solicitation, the Bidder should insert the price per unit specified, for each item unless otherwise specified in the Solicitation.
- b. **Net Pricing** Unless otherwise required by the Solicitation, prices shall be net, including transportation, travel, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination indicated in the Solicitation.
- c. **“No Charge” Bid** When Bids are requested on a number of Products as a lot, a Bidder desiring to Bid “no charge” on a Product in the lot must clearly

indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of OTDA.

d. Specific price decreases:

- i. **GSA Changes:** Where net pricing under the Contract is based on an approved General Services Administration (GSA) schedule, price decreases shall take effect automatically during the Contract term and apply to on or after the date the approved GSA schedule pricing decreases during the Contract term; or
- ii. **Commercial Price List Reductions:** Where net pricing under the Contract is based on a discount from Contractor's list prices, price decreases shall take effect automatically during the Contract term and apply to on or after the date Contractor lowers its pricing on its commercial price lists during the Contract term; or
- iii. **Special Offers/Promotions Generally:** Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or net pricing otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and
- iv. **Special Offers/Promotions to Authorized Users:** Contractor may offer other State agencies under another contracting vehicle, competitive pricing which is lower than the net pricing set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

Unless otherwise specified in the Solicitation, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific purchase order from another State agency without being in conflict with, or having any obligation to comply on a global basis with, the terms of this clause.

- e. Cost Proposal Revisions** A Contractor may be solicited prior to Contract award to propose the best possible offer for the Product being bid on, in accordance with State Finance Law Section 163(9)(c). A cost proposal revision must be a lower price than the initial price.

12. Site Inspection

Where a Site inspection is required, Bidder shall be required to inspect the Site, including environmental or other conditions, for pre-existing deficiencies that may affect the installed Product or that may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge

of any deficiencies or conditions that such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly provide the required Product.

Bid Evaluation

13. Bid Evaluation

OTDA reserves the right to accept or reject any and all Bids, or separable portions of Bids, and waive technicalities, irregularities, and omissions if OTDA determines the best interests of the State will be served. OTDA, in its sole discretion, may accept or reject illegible, incomplete or vague Bids. Bid evaluation criteria for a Solicitation is set forth therein.

In the event two Bids are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent Bids as to pricing, OTDA may determine another criterion to evaluate tie bids.

14. Quantity Changes Prior to Award

OTDA reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Solicitation. In the event such right is exercised, the lowest responsible Bidder meeting the Solicitation requirements will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

15. Timeframe for Offers

Bids must remain firm for 365 days, or such other period set forth in a Solicitation, from the date the Bid is due in the Solicitation.

16. Debriefings

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by OTDA that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

17. Contract Publicity

Any Contractor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to an awarded Contract must be reviewed and approved by OTDA prior to issuance. In addition, Contractor shall not use, for any purpose, the New York State of Opportunity registered trademark or the New York State coat of arms without prior written approval from the State.

Terms and Conditions

18. Procurement Rights

OTDA reserves the right to:

- a. Reject any and all Proposals received in response to this Solicitation.
- b. Correct Proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Proposer.
- c. Utilize any and all ideas submitted in the proposals received.
- d. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
- e. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should OTDA be unsuccessful in negotiating a contract with the selected Contractor.
- f. Waive any non-material requirement not met by all Proposers.
- g. Not make an award from this Solicitation.
- h. Make an award under this Solicitation in whole or in part.
- i. Make multiple contract awards pursuant to this Solicitation.
- j. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
- k. Seek clarifications or revisions of proposals of Bids.
- l. Disqualify any bidder whose conduct and/or Proposal fails to conform to the requirements of the Solicitation.
- m. Prior to the bid opening, amend the Solicitation specifications to correct errors or oversights, or to supply additional information, as it becomes available.

19. Contract Effective

The Contract shall be deemed effective upon its approval by the New York State Attorney General and the State Comptroller.

20. Official Use Only/No Personal Use

The Contract is only for official use. Use of the Contract for personal or private purposes is strictly prohibited.

21. Modification of Contract Terms

The Contract may only be modified or amended upon mutual written agreement of OTDA and the Contractor, and approved by OSC and the AG as necessary.

The Contractor may, however, offer OTDA more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to OTDA by the Contractor at the time of such offer.

Other than where such terms are more advantageous than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding unless authorized by OTDA or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, Purchase Orders or other documents forwarded by the Contractor for payment, notwithstanding OTDA's subsequent acceptance of Product, or that OTDA has subsequently processed such document for approval or payment.

22. Scope Changes

Prior to the Contractor implementing any change in the Services, it shall obtain the consent and approval of OTDA. The Contractor shall, prior to implementation of any such change, give written notice to OTDA of the service affected, a description of the change, why it is needed, a suggested implementation approach (and testing if necessary), the cost to OTDA if any, and any other information requested by OTDA. The approval, prior to implementation, of any requested change is in the sole discretion of OTDA.

In the event that OTDA proposes a change in technology or Services, it shall, prior to implementation of any such change, give written notice to the Contractor with a description of the change, why it is needed, a suggested implementation approach (and testing if necessary), and the Contractor shall have a reasonable time to analyze the cost, if any, to the Contractor. The final determination for implementation of any requested change pursuant to this section is in the sole discretion of OTDA.

OTDA reserves the right to direct operating changes to the Contractor based on its own observations or based on suggestions made by the Contractor.

Work performed outside the scope of the Agreement or without the approval of OTDA shall not be subject to charge by the Contractor.

23. Estimated/Specific Quantity Contracts

Estimated quantity contracts, also referred to as indefinite delivery/indefinite quantity contracts, are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity is implied or given.

24. Emergency Contracts

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, OTDA reserves the right to obtain the Product from any source, including but not limited to this Contract, as OTDA, in its sole discretion, determines will meet the needs of such emergency.

Contractor shall not be entitled to any claim for lost profits for Product procured from other sources pursuant to this clause. The reasons underlying the finding

that an emergency exists shall be included in the procurement record.

25. Product Delivery

Delivery must be made, if required, in accordance with the terms of the Contract. The decision of OTDA as to compliance with delivery terms shall be final. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify OTDA, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved by OTDA in writing.

26. Title and Risk of Loss for Products Other Than Technology Products

Notwithstanding the form of shipment, title or other property interest, risk of loss for Products other than technology Products shall not pass from the Contractor to OTDA until the Products have been received, inspected and accepted by OTDA. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Contract. Mere acknowledgment by OTDA of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Contract may be rejected or accepted on an adjusted price basis, as determined by OTDA. Title, risk of loss, and acceptance for technology Products shall be governed by the Contract.

27. Product Substitution

In the event a specified Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure clause), a Product deemed in writing by OTDA to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to OTDA. Unless otherwise specified, any substitution of Product shall require OTDA's written approval.

28. Rejected Product

When Product is rejected, it must be removed by the Contractor from OTDA's premises within 10 calendar days of notification of rejection by OTDA. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor.

29. Installation

Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the Product or render it unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is

required to effect installation, the Contractor shall thereafter promptly restore the structure or Site. Work shall be performed to cause the least inconvenience to OTDA and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

30. Repaired or Replaced Products, Parts, or Components

Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including warranties, as set forth in the Warranties clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Before installation, all proposed substitutes for the original manufacturers' installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

31. Employees, Subcontractors and Agents

The Contractor will conduct background checks on all employees working on this Agreement, and shall retain only individuals with the moral fitness necessary to perform Services hereunder. If the Contractor is unable to determine an employee's fitness due to the results of a background check, then it shall forward a description of the results to the OTDA, for review and determination. If it is later determined that the Contractor knowingly rendered a false positive determination of an employee's fitness, failed to conduct a background check, or failed to reasonably interpret the results in confirming an employee's fitness to perform duties under the terms of this Agreement, in addition to any other remedies available to the OTDA, the OTDA may terminate this Agreement for cause. The Contractor shall provide immediate written notice to the OTDA if at any time the Contractor learns that its determination of an employee's fitness to perform duties under the terms of this Agreement was erroneous or has become erroneous because of changed circumstances. The Contractor will ensure that the provisions of this section are incorporated within all subcontracts, and acknowledges the responsibility for ensuring that these provisions are fully complied with by all Subcontractors. The Contractor will be required to maintain records related to the background investigations performed for the term of this Agreement. All employees, Subcontractors, or agents of the Contractor performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical, and training qualifications set forth in the Contract, and must comply with all security and administrative requirements in the Contract. OTDA reserve the right to conduct a security background check or otherwise approve any employee, Subcontractor, or agent furnished by

Contractor and to refuse access to or require replacement of any personnel for cause based on professional, technical or training qualifications, quality of work or change in security status or non-compliance with OTDA's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract. OTDA reserves the right to reject and/or bar from any OTDA facility for cause any employee, Subcontractor, or agent of the Contractor.

The Contractor certifies that all staff provided to perform Services possesses the necessary integrity and professional capacity to meet OTDA's reasonable expectations. Subsequent to the commencement of Services, whenever the Contractor becomes aware, or reasonably should have become aware, that any staff member(s) providing Services no longer possess the necessary integrity or professional capacity, the Contractor shall immediately discontinue the use of such staff and notify OTDA.

OTDA has final approval of any staff furnished to provide Services and may refuse to approve any staff member(s) based on its review of the staff member's integrity to perform the required Services. OTDA reserves the right to bar anyone from access to OTDA's premises and/or access to its information resources.

For the purposes of this Section, "staff" includes employees, owners, officers, directors, or agents of the Contractor and of any of the Contractor's subcontractors.

32. Assignment

In accordance with Section 138 of the State Finance Law, the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract to any other person, company, firm or corporation in performance of the Contract without the prior written consent of OTDA; provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. OTDA may waive the requirement that such consent be obtained in advance where the Contractor verifies that the assignment, transfer, conveyance, sublease, or other disposition is due to, but not necessarily limited to, a reorganization, merger, or consolidation of the Contractor's business entity or enterprise.

Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignments with the State Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request for assignment to OTDA and seek written agreement from OTDA which will be filed with the State Comptroller. OTDA shall use reasonable efforts to promptly respond to any request by Contractor for an assignment, provided that Contractor supplies sufficient information about the party to whom the Contractor proposes to assign the Contract.

Upon notice to the Contractor, the Contract may be assigned without the consent

of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes OTDA responsibilities for the Contract.

33. Subcontractors and Suppliers

OTDA reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, including, but not limited to: the company failed to solicit New York State certified minority- and women-owned business enterprises as required in prior OTDA Contracts; the fact that such Subcontractor or supplier is on the New York State Department of Labor's list of companies with which New York State cannot do business; OTDA's determination that the company is not qualified or is not responsible; or the fact that the company has previously provided unsatisfactory work or services. OTDA reserves the right to approve contracts between the Contractor and Subcontractors.

34. Suspension of Work

OTDA, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, due to a budget freeze or reduction in State spending, or declaration of emergency. Upon issuance of such notice, the Contractor shall comply with the suspension order. Activity may resume at such time as OTDA issues a formal written notice authorizing a resumption of performance under the Contract.

35. Termination

- a. **Mutual Agreement** All or any part of this Agreement may be terminated by mutual written agreement of OTDA and the Contractor.
- b. **For Cause** For a material breach that remains uncured for more than 30 calendar days or other longer period as specified by written notice to the Contractor, the Contract may be terminated by OTDA for cause. Neither the State nor OTDA shall be liable for any of Contractor's costs arising from the failure to perform or the termination, including without limitation costs incurred after the date of termination. Such termination shall be upon written notice to the Contractor. In such event, OTDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

A material breach means a significant and/or repeated failure(s) to deliver a Product in accordance with the timetable, price or performance standards applicable thereto, or when a material term of the Contract is breached.

- c. **For Convenience** This Contract may be terminated at any time by OTDA for convenience upon 60 calendar days or other longer period as specified by written notice, without penalty or other early termination charges due. If the Contract is terminated pursuant to this subdivision, OTDA shall remain liable for all accrued but unpaid charges incurred through the date of the termination.

- d. **For Violation of Sections 139-j and 139-k of the State Finance Law** OTDA reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, OTDA may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.
- e. **For Violation of Section 5-a of the New York State Tax Law** OTDA reserves the right to terminate the Contract in the event it is found that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, OTDA may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.
- f. **For Non-Responsibility** The Contractor agrees that if it is found by the State that its responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, then OTDA may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OTDA officials or staff, the Contract may be terminated by OTDA at the Contractor's expense where the Contractor is determined by OTDA to be non-responsible. In such event, OTDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

- g. **Upon Conviction of Certain Crimes** OTDA reserves the right to terminate the Contract in the event it is found that a member, partner, director or officer of Contractor is convicted of one or more of the following: Bribery Involving Public Servants and Related Offenses as defined in Article 200 of the New York State Penal Law; Corrupting the Government as defined in Article 496 of the New York State Penal Law; or Defrauding the Government as defined in Section 195.20 of the New York State Penal Law.
- h. **Mitigation of Costs** The Contractor shall not undertake any additional or new contractual obligations on or after the receipt of notice of termination without the prior written approval of OTDA. On or after the receipt of notice of termination and during the termination notice period, the Contractor shall take all commercially reasonable and prudent actions to close out unnecessary outstanding, existing obligation as economically as possible for OTDA.

36. Savings/Force Majeure

A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or OTDA in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.

The affected party shall provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 calendar days, the parties to the Contract shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the Contract.

The Contractor agrees that in the event of a delay or failure of performance by the Contractor under the Contract due to a force majeure occurrence:

- a. OTDA may purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State, or
- b. The Contractor will provide OTDA with access to Products first in order to fulfill orders placed before the force majeure event occurred. OTDA agrees to accept allocated performance or deliveries during the occurrence of the force majeure event.

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

Notwithstanding the above, at the discretion of OTDA where the delay or failure will significantly impair the value of the Contract to the State or OTDA, OTDA may terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, OTDA reserves the right, in its sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss to the Contractor. In the event of a dispute between the Contractor and OTDA, such dispute shall be resolved in accordance with OTDA Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from performing in accordance with the Contract as changed.

37. Contract Invoicing

- a. Invoicing** Contractor shall provide complete and accurate billing invoices to OTDA in order to receive payment. Billing invoices submitted to OTDA must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer.

Contractor shall provide, upon request of OTDA, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in a commercially reasonable manner as requested by OTDA. OTDA may direct the Contractor to provide the information to the State Comptroller.

- b. Method of Payment** OTDA and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by OTDA, in OTDA's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at www.osc.state.ny.us, by e-mail at HelpDesk@sfs.ny.gov, or by telephone at (518) 457-7737 or toll free (877) 737-4185. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where OTDA has expressly authorized payment by paper check as set forth above.

38. Prompt Payments

- a. By State Agencies** The required payment date by the State shall be 30 calendar days, excluding legal holidays, from the receipt of a proper invoice, as determined in accordance with State Finance Law Section 179-f(2) and 2 NYCRR Part 18. The payment of interest on certain payments due and owed may be made in accordance with State Finance Law Sections 179-d et seq. and the implementing regulations (2 NYCRR § 18.1 et seq.).

- b. **By Contractor** Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

39. Remedies for Breach

In the event that Contractor fails to observe or perform any material term or condition of the Contract and such failure remains uncured after 30 calendar days following written notice by OTDA, then OTDA may exercise all rights and remedies available under the Contract, and those available at law or in equity. Notwithstanding the foregoing, if such failure is of a nature that it cannot be cured completely within 30 calendar days and Contractor shall have commenced its cure of such failure within such period and shall thereafter diligently prosecute all steps necessary to cure such failure, such 30-day period may, in the sole discretion of OTDA, be extended for a reasonable period. It is understood and agreed that the rights and remedies available to the OTDA in the event of breach shall include but not be limited to the following:

- a. **Cover/Substitute Performance** In the event of Contractor's material, uncured breach, OTDA may, with or without issuing a formal Solicitation: (i) purchase from other sources; or (ii) if OTDA is unsuccessful after making reasonable attempts, under the circumstances then-existing, to timely obtain acceptable replacement Product of equal or comparable quality, acquire acceptable replacement Product of lesser or greater quality. Such purchases may be deducted from the Contract quantity without penalty or liability to the State.
- b. **Withhold Payment** In any case where a reasonable question of material, uncured non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of OTDA.
- c. **Reimbursement of Costs Incurred** Contractor agrees to reimburse OTDA promptly for any and all additional costs and expenses incurred for acquiring acceptable replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, OTDA may obtain replacement Product temporarily and the cost of the replacement Product shall be deducted from the Contract quantity without penalty or liability to the State.

- d. **Deduction/Credit** Sums due as a result of these remedies may be deducted or offset by OTDA from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to OTDA the amount of such claim or portion of the claim still outstanding, on demand. OTDA reserves the

right to determine the disposition of any rebates, settlements, restitution, damages, etc., that arise from the administration of the Contract.

40. Assignment of Claim

Contractor hereby assigns to the State any and all claims for overcharges associated with this Contract that may arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of New York, General Business Law Section 340, et seq.

41. Toxic Substances

Each Contractor furnishing a toxic substance, as defined by Section 875 of the Labor Law, shall provide OTDA with not less than two copies of a Safety Data Sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Safety Data Sheet must be provided to and approved by OTDA.

42. Independent Contractor

It is understood and agreed that the legal status of the Contractor, its Subcontractors, agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of OTDA, and therefore are not entitled to any of the benefits associated with such employment.

43. Security

Contractor warrants, covenants and represents that, in the performance of the Contract, Contractor, its agents, Subcontractors, officers, distributors, resellers and employees will comply fully with all security procedures of OTDA set forth in the Contract or otherwise communicated in advance to the Contractor including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

44. Cooperation with Third Parties

The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of OTDA, as necessary to ensure delivery or performance of Product.

45. Warranties

- a. Product Performance** Contractor hereby warrants and represents that the Products acquired by OTDA under this Contract conform to the manufacturer's specifications, performance standards and Documentation and that the Documentation fully describes the proper procedure for using the Products.
- b. Title and Ownership** Contractor warrants and represents that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver

specified license rights to any Products acquired by OTDA under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify OTDA and hold OTDA harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of Contractor's warranties as set forth herein. Contractor shall provide OTDA with appropriate documentation indicating the vesting of such rights in Contractor, and/or the right to transfer such rights, as requested by OTDA.

- c. Product Warranty** Contractor further warrants and represents that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be substantially free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one year from the date of acceptance, whichever is longer (the "Product warranty period").

During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to OTDA. Contractor shall extend the Product warranty period for individual Products, or for the system as a whole, as applicable, by the cumulative periods of time, after notification, during which an individual Product, or the system as a whole, requires repairs or replacement resulting in down time or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Any component or part replaced by the Contractor under the Contract warranties shall be guaranteed for the greater of: (i) the Product warranty period set forth herein; or (ii) the manufacturer's standard commercial warranty period offered for the component or part, if applicable.

All costs for materials, labor, and transportation incurred to repair or replace Products, parts, components, or systems as a whole during the warranty period shall be borne solely by the Contractor, and the State or OTDA shall in no event be liable or responsible therefor.

Where Contractor, the Third-Party Software vendor, or other third-party manufacturer markets any Product delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the Product warranty and extended warranty periods. Where such standard commercial warranty covers all or some of the Product warranty or extended warranty periods, Contractor shall be responsible for the coordination during the Product warranty or extended warranty periods with Third-Party Software vendor or other third-party manufacturers for warranty repair or replacement of Third-Party Software vendor or other third-party manufacturer's Product.

Where Contractor, Third-Party Software vendor, or other third-party

manufacturer markets any Product with a standard commercial warranty that goes beyond the Product warranty or extended warranty periods, Contractor shall notify OTDA and pass through the standard commercial warranty to OTDA at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the standard commercial warranty after expiration of the Product warranty and extended warranty periods.

Unless recycled, recyclable, or recovered materials are available in accordance with the Remanufactured, Recycled, Recyclable, or Recovered Materials clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered. Contractor further warrants and represents that no component or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor shall not be responsible for any modification of the Products made by OTDA without Contractor's approval.

- d. **Virus Warranty** Contractor represents and warrants that any Product acquired under the Contract by OTDA does not contain any known Viruses. Contractor is not responsible for Viruses introduced at OTDA's Site.
- e. **Date/Time Warranty** Contractor warrants that Product furnished pursuant to this Contract shall, when used in accordance with the Product Documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: (i) consulting, integration, code or data conversion, (ii) maintenance or support services, (iii) data entry or processing, or (iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

- f. **Qualification Warranty** Contractor warrants that it and any subcontractors it utilizes in the performance of the services is qualified and licensed to do business in the State of New York.
- g. **Administration Warranty** Contractor warrants that it shall Maintain an adequate administrative organizational structure sufficient to discharge its contractual responsibilities. Contractor shall provide OTDA with advanced,

written notification of all reductions in staff below the levels found in the Contractor's proposal.

- h. Price Protection Warranty** Contractor warrants that the Agreement's prices and warranties are comparable to or better than the equivalent terms being offered by the Contractor to other State government customers using similar scope and volume of services under like terms and conditions. If, during the Term of this Agreement, the Contractor enters into an agreement with any other State government customer that offers better prices and warranties for similar services, OTDA may amend the Agreement to reflect such superior pricing or warranty terms.
- i. Workmanship Warranty** Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with the applicable industry standards, if any. OTDA must notify Contractor of any services warranty deficiencies within 90 calendar days from performance of the services that gave rise to the warranty claim.
- j. Survival of Warranties** All warranties contained in this Contract shall survive the termination of this Contract.
- k. Prompt Notice of Breach** OTDA shall notify the Contractor in writing of any claim of breach of any warranty provided herein.
- l. Additional Warranties** Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to OTDA.
- m. No Limitation of Rights** The rights and remedies of the State and OTDA provided in this clause are in addition to and do not limit any rights afforded to the State and OTDA by any other clause of the Contract.

46. Legal Compliance

Contractor represents and warrants that it shall secure all notices and comply with all applicable laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any extensions thereof, Contractor must establish to the satisfaction of OTDA that it substantially meets or exceeds all requirements of the Solicitation and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by OTDA. Failure to comply or failure to provide proof may constitute grounds for OTDA to terminate or suspend the Contract, in whole or in part, or to take any other action deemed necessary by OTDA. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

47. Indemnification

Contractor shall be fully liable for the actions of its agents, employees, partners

or Subcontractors and shall fully defend, indemnify and hold OTDA harmless from suits, actions, proceedings, claims, losses, damages, and costs (including reasonable attorney fees) of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, **without limitation**; provided, however, that the Contractor shall not be obligated to indemnify OTDA for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of OTDA.

OTDA shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify OTDA, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against OTDA arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify OTDA and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of OTDA and attempt to secure a continuance to permit the State and OTDA to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and OTDA may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

48. Indemnification Relating to Infringement

The Contractor shall defend, indemnify and hold OTDA harmless from all suits, actions, proceedings, claims, losses, damages, and costs of every name and description (including reasonable attorney fees), relating to a claim of infringement of a patent, copyright, trademark, trade secret or other proprietary right provided such claim arises solely out of the Products as supplied by the Contractor, and not out of any modification to the Products made by OTDA or by someone other than Contractor at the direction of OTDA without Contractor's approval; provided, however, that the Contractor shall not be obligated to indemnify OTDA for any claim, loss or damage arising hereunder to the extent

caused by the negligent act, gross negligence or willful misconduct of OTDA.

OTDA shall give Contractor: (i) prompt written notice of any action, claim or threat of suit alleging infringement, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

If usage of a Product shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for OTDA the right to continue usage (ii) to modify the service or Product so that usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace such Product or parts thereof, as applicable, with non-infringing Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided that OTDA is given a refund for any amounts paid for the period during which usage was not feasible.

In the event that an action or proceeding at law or in equity is commenced against OTDA arising out of a claim that OTDA's use of the Product under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify OTDA and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of OTDA and attempt to secure a continuance to permit the State and OTDA to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and OTDA may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

49. Limitation of Liability

Except as otherwise set forth in the Contract, the limit of liability shall be as follows:

- a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in an amount equal to two (2) times the total "not to exceed" value of the Contract.
- b. OTDA may retain such monies from any amount due Contractor as may be

necessary to satisfy any claim for damages, costs and the like asserted by OTDA unless Contractor at the time of the presentation of claim shall demonstrate to OTDA's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

- c. Notwithstanding the above, neither the Contractor nor OTDA shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by OTDA, the Contractor, or by others.

50. Dispute Resolution Procedures

Policy - It is the policy of OTDA to provide an opportunity to resolve disputes related to contract administration. Interested parties are encouraged, but not required, to seek resolution of disputes through consultation with OTDA staff through the Informal Dispute Resolution Process described herein, prior to filing a Formal Dispute. All Informal and Formal Disputes will be accorded full, impartial and timely consideration.

Dispute Resolution Procedures

a. Informal Dispute Resolution Process

- i. In the event there is a dispute, OTDA and Contractor agree to exercise best efforts to resolve the dispute as soon as possible. The Contractor and OTDA shall, without delay, continue to perform their respective obligations under the Contract.
- ii. In the event OTDA is dissatisfied with the Contractor's Product(s) provided under the Contract, then OTDA shall notify the Contractor of such in writing pursuant to the terms of the Contract. In the event the Contractor has any disputes with OTDA, the Contractor shall notify OTDA in writing. If either party notifies the other of a dispute, then the other party shall make good faith efforts to solve the problem or settle the dispute amicably, including meeting with the party's representatives to attempt to diligently reach a satisfactory result through negotiation.
- iii. If negotiation between the Contractor and OTDA fails to resolve any such dispute to the satisfaction of the parties within 14 business days of such notice, or as otherwise agreed to by the Contractor and OTDA, the matter shall be submitted to OTDA's Director of the Bureau of Contract Management (the Director). The Director shall attempt in good faith to resolve the dispute within the next 14 business days or as otherwise agreed to by the parties. The Director shall then send a written notification to the Contractor, memorializing the good faith effort. This attempt must be held before either party may seek any other method of dispute resolution, including judicial or governmental resolutions. Notwithstanding the foregoing, this section shall not be construed to prevent either party from seeking and obtaining temporary equitable remedies, including injunctive

relief.

b. Formal Dispute Process

- i. Submission of Formal Disputes - A Formal Dispute must be filed by mail and email to the person specified in the Solicitation or Agreement to receive receipt of notifications. The notification must include a detailed statement of the legal and/or factual grounds for the Formal Dispute, relevant documents, a statement as to the form of relief requested, and any other pertinent information relating to the dispute.
- ii. A Formal Dispute must be filed within 20 business days after the Contractor and OTDA failed to reach resolution through the Informal Dispute Resolution Process.

c. Agency Response to Dispute

- i. The Director will consider all information relevant to the Formal Dispute and may require the Contractor to meet or participate in a conference call with OTDA to discuss the Formal Dispute when, in the Director's sole judgment, circumstances so warrant.
- ii. The Director shall send a formal dispute determination to the Contractor.

d. Appeals

Should the Contractor be dissatisfied with the Director's Formal Dispute determination, a written appeal may be filed with the Division of Legal Affairs, by regular mail, using the following mailing information:

General Counsel
Division of Legal Affairs, Floor 16
Office of Temporary and Disability Assistance 40 North Pearl Street
Albany, NY 12243

Written notice of appeal of a determination must be received at the above address no more than 10 business days after the date the Formal Decision by the Director is received by the Contractor.

The General Counsel shall review and make a final determination on all appeals or may designate a person or persons to act on his/her behalf. The final determination on the appeal shall be issued within 20 business days of receipt of the appeal.

An appeal of the decision of the Director shall not include new facts and information unless requested in writing by the General Counsel. The decision of the General Counsel shall be a final and conclusive agency determination.

51. Procedure for Protests/Appeals of Bid Specifications

- a. **Formal Written Protests** Final agency decisions or recommendations for award generally may be reconsidered only in the context of a formal written protest as described below. Any Offeror or prospective Offeror who believes that there are errors or omissions in the procurement process or who

otherwise has been aggrieved in the drafting or issuance of this Solicitation, may present a formal complaint to OTDA and request administrative relief concerning such action ("formal protest"). A formal protest must be submitted in writing to OTDA, by ground mail, except where alternate arrangements have been made, to the:

Director, Bureau of Contract Management
40 North Pearl Street, 12th Floor, Section D,
Albany, NY 12243.

A formal protest must include a statement of all legal and/or factual grounds for disagreement with an OTDA specification or purchasing decision including a contract award; a description of all remedies or relief requested; and copies of any and all applicable supporting documentation.

- b. **Deadline for Submission of Formal Protests for Errors or Omissions in the Procurement Process** OTDA must receive formal protests concerning errors, omissions or prejudice, including patently obvious errors in the Solicitation or Specifications, at least 10 calendar days before the Bid Submission Date.
- c. **Deadline for Submission of Formal Protests of Contract Award** OTDA must receive a formal protest concerning a contract award within 10 business days of the issuance of notice of contract award or receipt of a non- select letter by an Offeror to:

Director, Bureau of Contract Management
40 North Pearl Street, 12th Floor, Section D,
Albany, NY 12243
- d. **Review and Final Determination of Protests** Protests will be resolved through written correspondence. However, the protester may request a meeting to discuss a formal protest or OTDA may initiate a meeting on its own accord, at which time the participants may present their concerns. Either the protester or OTDA may decline such a meeting. The Director of BCM may designate an OTDA employee ("designee") to determine and undertake the initial resolution or settlement of any protest. The Director of BCM or his/her designee will conduct a review of the records involved in the protest, including, but not limited to: (a) the evaluation team's reports and recommendations; (b) the materials presented by the protesting party and/or (c), any materials required of or submitted by other Offerors. If necessary, the Director of BCM or the designee shall consult with OTDA's Counsel's Office; and prepare a protest decision. A copy of the protest decision, stating the reason(s) upon which it is based and informing the protester of the right to appeal an unfavorable decision to the OSC shall be sent to the protester or its agent within 45 calendar days of receipt of the protest, except that upon notice to the protester such period may be extended. The protest decision will be recorded and included in the procurement record, or otherwise forwarded to the OSC upon issuance.

- e. **Appeals** Upon receipt of OTDA's protest decision, a protester has 10 business days to file an appeal of the determination with the OSC, Bureau of Contracts. The appeal must be filed with:

Director of the Bureau of Contracts at bidprotests@osc.state.ny.us or
Bureau of Contracts
New York State Office of the State Comptroller 110 State Street, 11th
Floor
Albany, NY 12236

The protester's appeal must contain an affirmation in writing that a copy of the appeal has been served on OTDA, the successful bidder (except where the contracting agency upholds the protest and the successful bidder is the appealing party), and any other party that participated in the protest. In its appeal, the interested party shall set forth the basis on which it challenges OTDA's determination. The OSC Bureau of Contracts will conduct a formal review and issue its determination of the appeal in accordance with its established policy and procedures.

- f. **Reservation of Rights and Responsibilities of OTDA** OTDA reserves the right to waive or extend the time requirements for protest submissions, decisions, and appeals herein prescribed when, in its sole judgment, circumstances so warrant to serve the best interests of the State and OTDA. If OTDA determines that there are compelling circumstances, including the need to proceed immediately with the Contract award in the best interest of the State, then these protest procedures may be suspended, and such decision shall be documented in the procurement record. OTDA will consider all information relevant to the protest, and may, at its discretion, suspend, modify, or cancel the protested procurement action including solicitation of bids or withdraw the recommendation of Contract award prior to issuance of a formal protest decision.
- g. **Procurement Activity Prior to Final Protest Determination** Receipt of a formal bid protest shall not stay action on a procurement unless otherwise determined by OTDA. If a formal protest or appeal is received by OTDA on a recommended award prior to the underlying Contract being forwarded to the OSC, notice of receipt of the protest and appeal must be included in the procurement record forwarded to the OSC. If a final protest decision or final decision on appeal has been reached prior to transmittal to the OSC, a copy of the final decision must be included in the procurement record and forwarded with the recommendation for award. If a final protest decision is made after the transmittal of a bid package to the OSC, but prior to the OSC approval under State Finance Law § 112, a copy of the final OTDA decision shall be forwarded to the OSC when issued, along with a letter either: a) confirming the original OTDA recommendation for award and supporting the request for final § 112 approval, b) modifying the proposed award recommendation in part and supporting a request for final § 112 approval as modified; or c) withdrawing the original award recommendation.

- h. **Record Retention of Bid Protests** All records related to formal Offeror protests and appeals shall be retained for at least one (1) year following resolution of the protest. All other records concerning the procurement shall be retained according to the statutory requirements for records retention.

52. No Presumption Against Drafter

Each of the parties hereto has jointly participated in the negotiation and drafting of this Agreement. In the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this Agreement.

53. No Conflict

The Contractor warrants and affirms that the terms of the Agreement do not violate any agreements to which it is a party and that its other contractual obligations will not adversely influence its capabilities to perform under this Agreement.

54. Availability of OTDA Resources

No aspect of Contractor's performance under the Agreement will be contingent upon OTDA or State personnel or the availability of OTDA or State resources with the exception of (a) all actions required of the Contractor specifically identified in this Agreement as requiring OTDA approval, policy decisions, or policy approvals; (b) exceptions specifically stated in the Agreement; or (c) the normal cooperation which can be expected in such a contractual relationship or duties, tasks and obligations subsequently agreed to by the parties.

To the extent the scope of the Solicitation or Contract includes the sale, development, maintenance, or use of Information Technology Products such as software, computer components, systems, or networks for the processing, distribution, or storage of data, the following clauses shall govern, as applicable.

55. Software License Grant

Where Product is acquired on a licensed basis, and unless otherwise provided or modified in the Solicitation or Contract, the following shall constitute the license grant:

- a. **License Scope.** OTDA, its agents, and subcontractors is granted a non-exclusive, perpetual license to use, copy, execute, reproduce, display, perform, and merge the Product within its business enterprise. OTDA, its agents and subcontractors shall have the right to use modifications or customizations of the Product.

OTDA and Contractor may agree to alternative licensing rights (e.g., subscription, term, etc.) for specific Products, provided such agreement is reached prior to Contract approval.

- b. License Term** The license term shall commence upon the date as indicated in the Contract.
- c. Product Documentation** Contractor shall provide Product Documentation electronically to OTDA at no charge. If Product Documentation is made available to customers in hard copy, Contractor shall provide at no charge one hard copy.

Contractor hereby grants to OTDA a non-exclusive, fully paid-up, royalty-free perpetual license in the Product Documentation to make, reproduce, and distribute, either electronically or otherwise, copies of the Product Documentation as necessary to enjoy full use of the Product in accordance with the Contract.

- d. Product Technical Support & Maintenance** OTDA shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract (if any) by giving written notice to Contractor any time during the Contract term. Contractor shall fully disclose all terms and conditions of maintenance available to OTDA, including the extent to which updates, upgrades, revisions, and new releases are included in maintenance.

Unless otherwise provided by written agreement between the Contractor and OTDA, maintenance offered shall include, at a minimum, (i) the provision of Error Corrections, updates, enhancements, revisions, Patches, and upgrades to OTDA, and (ii) help desk assistance at no additional cost, either by toll-free telephone or on-line functionality. Contractor shall maintain the Product so as to provide OTDA with the ability to utilize the Product in accordance with the Product Documentation without significant functional downtime to its ongoing business operations during the maintenance term.

OTDA shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that OTDA does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges. Contractor shall submit written notification to OTDA of the upcoming maintenance end date no later than 60 calendar days prior to such maintenance end date.

- e. Permitted License Transfers**, Licenses granted hereunder may be transferred or combined for use pursuant to governmental restructuring or reorganization ("permitted license transfers"). There shall be no additional license or other transfer fees due Contractor, provided that the consolidated enterprise is equal to the prior enterprise capacity
- f. Restricted Use By Third Parties** Third parties retained by OTDA shall have the right to use the Product to maintain OTDA's business operations, including data processing, for the time period that they are engaged in such activities provided such third party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement,

which executed agreement shall be accepted by the Contractor (“Non-Disclosure Agreement”); and such third party maintains a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for OTDA. In no event shall OTDA assume any liability for third party’s compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or OTDA.

- g. Archival Back-Up and Disaster Recovery** OTDA may use and copy the Product and related Documentation in connection with: (i) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures; (ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage; (iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. The phrase “cold site storage” means a restorable back-up copy of the Product not to be installed until the need for disaster recovery arises. The phrase “disaster recovery” means the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development. Contractor shall fully disclose all archival back-up and disaster recovery options available to OTDA (e.g., cold, warm, and hot back- up), including all terms and conditions, additional charges, or use authorizations associated with such options.
- h. Confidentiality Restrictions** If any portion of the Product or Product Documentation contains confidential, proprietary, or trade secret information, the Contractor shall identify such information in writing to OTDA. The terms of OTDA’s use and disclosure of such information shall be governed by a written agreement between the Contractor and OTDA.

56. Product Acceptance

Unless otherwise provided for in the Contract, Contractor shall issue a written Notice of Completion to OTDA when a Product meets the specifications in the Contract. Subsequently, OTDA shall issue either a Notice of Acceptance or a Notice of Deficiency which sets forth defects associated with the Product. In the event a Notice of Deficiency is issued, then Contractor shall have 15 calendar days to correct such defects, and redeliver the Product to OTDA for approval. This process shall continue until OTDA has approved the Product.

Unless otherwise provided for in the Contract, OTDA shall have the option to run testing on the Product prior to acceptance, such tests and data to be specified by OTDA. The testing may, as appropriate, take the form of a documented installation test, capable of observation by OTDA, which shall be made part of the Contractor’s standard documentation and shall be covered by the Product warranty. The test data shall remain accessible to OTDA after completion of the test.

Unless otherwise provided by mutual agreement or if OTDA elects to provide a deficiency statement specifying how the Product fails to meet the specifications,

Contractor shall have 30 calendar days to correct the deficiency, and OTDA shall have an additional 60 calendar days to evaluate the Product as provided herein.

If the Product does not meet the specifications at the end of the testing period, as determined by OTDA, then OTDA, upon prior written notice to Contractor, may reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by OTDA to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of OTDA's agents or employees. When Product is not accepted, it must be removed by the Contractor from the premises of OTDA within 10 calendar days of notification of non-acceptance by OTDA. Rejected items not removed by the Contractor within the 10 calendar day period shall be regarded as abandoned by the Contractor and OTDA shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse OTDA for any costs incurred in storage or effecting removal or disposition after the 10-calendar day period.

57. No Hardstop or Passive License Monitoring

Unless otherwise expressly agreed to by the Licensee, the Product and all upgrades shall not contain any computer code that would disable the Product or upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Any Contractor access to the Product agreed to by OTDA as provided above shall be in accordance with OTDA's security or other requirements. Contractor agrees that in the event of a breach of this provision that OTDA shall not have an adequate remedy at law, including monetary damages, and that OTDA shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which OTDA shall be entitled.

58. Ownership/Title to Project Deliverables

This clause shall apply where Contractor is commissioned by OTDA to furnish project deliverables as detailed in the Contract.

a. Definitions

- i. For purposes of this clause, "Products" means deliverables furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on electronic media c) Third-

Party Software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, Source Code, object code).

- ii. For purposes of this clause, “Existing Products” means Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular Product was in existence prior to the commencement of the project.
- iii. For purposes of this clause, “Custom Products” means Products, preliminary, final, or otherwise, that are created or developed by Contractor, its Subcontractors, partners, employees, or agents for OTDA under the Contract.

b. Title to Project Deliverables Unless otherwise specified in writing in the Contract, OTDA shall have ownership and license rights as follows:

i. Existing Products:

- 1) **Hardware** - Title and ownership of existing hardware Products shall pass to OTDA upon acceptance.
 - 2) **Software** - Title and ownership to existing Software Products delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other Third-Party Software vendor (“Existing Licensed Product”), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the Third-Party Software vendor. Effective upon acceptance, such Product shall be licensed to OTDA in accordance with the Contractor or Third-Party Software vendor’s standard license agreement; provided, however, that such standard license, must, at a minimum: (a) grant OTDA, its agents, and contractors a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises OTDA as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to OTDA’s satisfaction) and distribute Existing Licensed Product to OTDA up to the license capacity stated in the Contract with all license rights necessary to fully effect the general business purposes stated in the Solicitation; and (b) recognize OTDA as the licensee. Where these rights are not otherwise covered by the Third-Party Software vendor’s standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. OTDA shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this clause.
- ii. **Custom Products:** Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to OTDA the sole and

exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed in the course of Contractor's business. OTDA may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of OTDA taking exclusive ownership and title to such Products. In such case, OTDA shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purposes of OTDA.

- c. **Contractor's Obligation with Regard to Third-Party Software** Where Contractor furnishes existing licensed Products as a project deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or the Third-Party Software vendor's standard license agreement, Contractor shall be responsible for obtaining from the Third-Party Software proprietary owner/developer the rights set forth herein to the benefit of OTDA at Contractor's sole cost and expense.

59. Changes to Product or Service Offerings

- a. **Product or Service Discontinuance** Where Contractor is the Product manufacturer/developer, and Contractor publicly announces to all U.S. customers ("date of notice") that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor ("withdrawn support") is no longer going to be offered, Contractor shall be required to: (i) notify OTDA in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) at OTDA's option, and in order to enable OTDA to continue the use and maintain the Product, provide OTDA with a Product replacement or migration path with at least equivalent functionality at no additional charge, provided that OTDA is under contract for maintenance on the date of notice and Contractor is offering such replacement or migration path to all of its similarly situated, supported customers without additional charge.

In the event that the Contractor is not the Product manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above within 5 business days of Contractor receiving notice from the Product manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor's obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to OTDA approval, to an alternate Subcontractor.

- b. **Product or Service Re-Bundling** In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers ("date of notice") that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall be required to: (i) notify OTDA in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) shall submit the proposed rebundling change to OTDA for approval prior to its becoming effective for the remainder of the Contract term. ***The provisions of this section do not apply if the Contractor is not the Product manufacturer.***

60. Federal Procurement Clauses

In the event the Contract is Federally funded, then the following provisions shall apply:

a. Equal Employment Opportunity

The Contractor understands and agrees to comply, when applicable, with the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." (2 CFR 200, Subpart F, Appendix II).

b. Clean Air and Federal Water Pollution Control Act

As applicable, Contractor understands and agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Contractor shall report violations to OTDA to then be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II).

c. Anti-Lobbying Act

As a sub-client of OTDA, the Contractor understands and agrees to comply with the Federal requirements for certification and disclosure of Section 1352, Title 31 of the U.S. Code and implemented at 2 CFR 200, Subpart F,

Appendix II. By signing this Agreement, the Contractor certifies that it will not use federally appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan funds.

The Contractor understands and agrees that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-clients shall certify and disclose accordingly. The Contractor shall comply with any requirements to provide OTDA with Federal lobbying reports to comply with this Anti-Lobbying Act. The Contractor may be liable for any civil penalty imposed upon OTDA for failing to make a required report.

d. Americans with Disabilities Act

28 CFR Part 35, Title II, Subtitle A prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.

The Contractor shall ensure that the Services provided comply with the Americans for Disabilities Act (ADA), the Rehabilitation Act of 1973, as amended, State law, and implementing regulations.

e. Drug-Free Workplace Statement

The Contractor shall comply with 41 U.S. Code § 8103, Drug-free workplace requirements in the provision of the Services. By signing this Agreement, the Contractor certifies that it will provide drug-free workplaces for its employees.

f. Royalty Free Rights to Use Software or Documentation Developed

All documentation produced as part of the Agreement will become the exclusive property of OTDA. OTDA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use such documentation and to authorize others to do so.

Contractor shall comply with 2 CFR 200.315 regarding OTDA's rights to the intangible property acquire under this Agreement.

g. Debarment and Suspension

The Contractor certifies that the Contractor and its principals are not listed on the government wide exclusions in the System for Award Management (SAM). The Contractor by signing this Agreement further certifies that the Contractor and its principals are not suspended or debarred, as specified by the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension". The Contractor also certifies by signing this Agreement that the Contractor and its principals are not ineligible under statutory or regulatory authority other than Executive Order 12549 pursuant to 2 CFR 200, Subpart F, Appendix II and 7 CFR Part 3017. Contractor shall complete and return in pursuit of such certification any appropriate form

required by OTDA (see Federal Executive Order 12549 and 7 CFR Part 3017).

h. Title VI of the Civil Rights Act of 1964

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibit recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 USC § 2000d et seq.) as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Contract (or Agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 USC § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Contract or Agreement.

The Contractor shall include the above provision in each Subcontractor agreement within thirty (30) days of execution of this Contract.

i. Other federal requirements

The Contractor agrees to comply with any federal requirements such as, among others not listed above, the Copeland "Anti-Kickback Act" (18 USC 874), and Section 306 of the Federal Clean Water Act and to provide to OTDA any requested documents supporting such compliance, including if necessary creating such supporting documentation.

The Contractor shall include in all sub-awards documents at all tiers (including Subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) the language of this Section 27 Federal Procurement Clauses and shall ensure that all sub-clients shall certify and disclose as required by any federal requirements.

Appendix B-1

OTDA Security and Confidentiality Terms

Last Updated: January 2023

Table of Contents

1. Definitions	3
2. Data to be Disclosed	4
3. Purpose of Data	4
4. Ownership of Data	4
5. Data Exchange Details.....	4
6. Data Protection	4
7. Data Security.....	5
8. Data Location.....	5
9. Contract and Data Center Audit	6
10. Access	6
11. Training.....	7
12. Confidentiality Agreements	7
13. Background Investigation and Fingerprinting.....	8
14. Notification of Legal Requests	8
15. Report or Publication	8
16. Return/Destruction of Protected Information.....	9
17. Data Retention.....	9
18. Compliance with Information Security Breach Notification Act and other Laws	9
19. Vulnerability Scanning	9
20. Information Security Incident and Information Security Breach	10
21. Business Continuity and Disaster Recovery	11
22. Suspension/Termination	11
23. General Terms.....	12
24. Assignment or Subcontracting	12
25. Cloud computing provisions.....	12
Exhibit 1 Confidentiality/Non-Disclosure Agreement.....	13
Attachment A	19
Attachment B	23

The Security and Confidentiality Terms set forth in this Appendix B-1 are made part of the Agreement between OTDA and the Contractor.

1. Definitions

For purposes of this Appendix B-1 the following terms shall have the following meanings:

“Protected Information” or “PI” means data, and information which the Contractor creates, receives, or maintains, which is, pursuant to federal and/or state laws, rules, regulations, policies or agreements, deemed confidential, personal, private and/or sensitive. Such data or information may be present or stored in any form or medium and includes, but is not limited to:

- a. Data or information obtained from sources outside of OTDA;
- b. Data or information maintained in and/or obtained from OTDA-owned applications, systems, networks and/or databases;
- c. Data or information identifying an individual, particularly where such disclosure could result in an unwarranted invasion of personal privacy;
- d. Computer codes or other electronic or non-electronic data or information, the disclosure of which could jeopardize the compliance stature, security or confidentiality of OTDA’s information technology solutions,
- e. applications, systems, networks or data;
- f. Any other material designated by OTDA as being “Confidential,” “Personal,” “Private,” or otherwise “Sensitive.”

“Authorized Persons” means the Contractor’s employees, subcontractors or other agents who are authorized and have a business justification to access Protected Information to enable Contractor to perform the services pursuant to the Agreement.

“Information Security Incident” means any allegation or suspicion held by or brought to the attention of an OTDA employee or Authorized Persons involving inappropriate or unauthorized access to, or disclosure of, Protected Information.

“Information Security Breach” means the unauthorized access by a non-Authorized Person of Protected Information as defined in New York State Information and Security Breach Notification Act (General Business Law Section 899-aa and 899-bb; State Technology Law Section 208).

“OTDA Contact” means the person or persons designated in writing by OTDA to receive Information security incident or Information security breach notifications.

“Continental United States (CONUS)” – the 48 contiguous States and the District of Columbia

“Follow the Sun” – Follow-the-sun is a type of global workflow in which tasks are passed around daily between work sites that are many time zones apart. All helpdesk, online, and support services which access any Data must be performed from within CONUS. At no time will any Follow the Sun support be allowed to access Data directly, or indirectly, from outside CONUS.

“Records” means all information, data and documentation including Protected Information (PI) created for purposes of this Contract, whether in electronic, paper, or other form.

2. Data to be Disclosed

While a listing of specific data elements and/or information required to effectuate the Agreement may be more specifically set out in the solicitation, the obligations set out apply not only to such data elements and/or information but to all Protected Information, as defined herein.

3. Purpose of Data

Contractor represents that it is requesting and/or providing Protected Information solely for purposes specified in this solicitation. OTDA will release Protected Information to Contractor exclusively for this purpose. Contractor shall use the Protected Information only for the authorized purposes specified in this Agreement.

4. Ownership of Data

Contractor agrees that OTDA shall be deemed the “owner” of all Records including any Protected Information disclosed by OTDA to Contractor under this Agreement including for purposes of complying with the requirements of General Business Law Section 899-aa and 899-bb.

5. Data Exchange Details

Prior to OTDA’s sharing of any data pursuant to this Agreement, Contractor and OTDA shall work together to provide and establish a secure, encrypted (both in transit and at rest) method of data exchange for any transfer of such data which shall, at a minimum, comport with the standards set and required by the [New York State Chief Information Security Office](#) (NYS CISO) and, where required, any additional heightened compliance obligations applicable to and necessitated by the data involved in any such exchange. The NYS CISO’s office shall, as OTDA deems appropriate, be provided with details of such proposed method of exchange for review and approval. The Parties agree that they will work together to create and keep current a Technical Service Description, to be made part of this Agreement, which sets forth the details of the Protected Information which OTDA shall furnish to Contractor, including, at a minimum, the frequency of the disclosure, timing, technical details of the method of data exchange (including all relevant details), and the format of any response as between the Parties.

6. Data Protection

Safeguarding of Protected Information shall be an integral part of the business requirements and activities of the Contractor to ensure there is no inappropriate or unauthorized use or exposure of

Protected Information at any time. Contractor shall safeguard the confidentiality, integrity, and availability of Protected Information and comply with the following conditions:

- a. Implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure, or theft of Protected Information. Such security measures shall comply with industry best practices and shall, at a minimum, comply with those requirements set forth by the [NYS CISO](#), and must comply with all applicable state and federal law, rules, regulations, and policies.
- b. All Protected Information shall be encrypted at rest and in transit, in accord with, at a minimum, the standard set forth by the NYS CISO, all applicable state and federal law, rules, regulations and policies and, as appropriate, industry best practices.
- c. At no time shall any Protected Information be copied, disclosed or retained by the Contractor for any purpose other than performing the services under this Agreement.
- d. Contractor and Authorized Persons shall not disseminate, use, or permit the dissemination or use of Protected Information in any manner not described in this Agreement without express prior written consent from OTDA.
- e. Host all Protected Information and maintain and implement procedures to logically segregate and secure Protected Information from Contractor's data and data belonging to the Contractor's other customers, including other governmental entities.
- f. All data center(s) used to perform the services under the resulting Contract must, at a minimum, meet or exceed Tier 3 standards for redundancy and resilience, which can be found at the Uptime Institute website.
- g. The contractor must carefully, thoroughly, and thoughtfully vet all software solutions and hardware used to verify that they are compliant with the requirements set forth by the [NYS CISO](#) and fulfill the compliance obligations for the protection of OTDA's Protected Information. This vetting process shall also extend to all software solutions and hardware used by Authorized Persons.

7. Data Security

Contractor shall immediately disclose its non-proprietary security processes and technical limitations to OTDA such that adequate protection for Protected Information is attained. At a minimum Contractor represents and warrants that the security requirements and processes shall comport with the security standards and protocols set by the [NYS CISO](#). In addition, the Contractor shall also comply with any state and/or federal laws, rules, regulations and/or policies that are applicable to the data being exchanged under this Agreement, including any heightened compliance obligations. The system and procedure that the Contractor will maintain for handling, storage, use, and destruction of Protected Information governed by this agreement will be sufficient to allow OTDA and/or their designee(s) to audit compliance with this Agreement.

8. Data Location

Contractor shall provide its services to OTDA and OTDA's end users solely from data centers physically located within the continental United States (CONUS), meaning the 48 contiguous States

and the District of Columbia. Storage of Protected Information at rest shall be located solely in data centers in the United States. The Contractor shall not store, access, maintain, or process Protected Information on a mobile or portable device. The Contractor will store and maintain Protected Information in a place and manner that is physically secure from unauthorized access (e.g., locked cabinets or storage room) and will store and process electronic Protected Information in such a way that it will be secure from unauthorized access by any means.

9. Contract and Data Center Audit

The Contractor shall allow OTDA and any other authorized government agency to audit the Contractor's compliance with the security procedures set forth in this section. Contractor shall perform an independent audit of its data centers which contain Protected Information at least annually, and provide OTDA a copy of such audit report. Any non-critical deficiencies identified in the audit report or where the Contractor is found to be noncompliant with Agreement safeguards must be remedied, within 90 days of the issue date of the audit report with proof of remediation provided to OTDA. Critical deficiencies must be immediately remedied within a timeframe that OTDA approves. The completion of these requirements is at the Contractor's expense with no additional cost to OTDA.

The contractor will maintain a formal policy and procedures for the handling, storage, use, and destruction of Protected Information governed by this Agreement which must be sufficient to allow OTDA and/or their designee(s) to audit compliance with this Agreement.

The contractor will permit OTDA, or their agent, to enter upon Contractor's premises at reasonable times to inspect and review their safeguards and procedures for protecting the confidentiality, privacy, security, and compliance of the Protected Information. The contractor will also cooperate with OTDA, or their agent, in connection with any request for access to staff, information, or material related to an OTDA confidentiality, privacy, security, or compliance review, audit, or monitoring visit.

The contractor will provide, at Contractor's expense, an independent third-party audit of all data center(s) used to perform the services under the resulting Contract showing no deficiencies. Thereafter on an annual basis, at the contractor's expense, a full version of the audit report will be provided to the State, within 30 days of the anniversary date of the Agreement. A Service Organization Control (SOC) 2 Type 2 audit report or approved equivalent sets the minimum level of a third-party audit.

10. Access

The contractor will limit access to Protected Information to Authorized Persons who have a legitimate business justification for access to such data for the purposes described in this Agreement.

For Protected Information with heightened compliance requirements, including but not limited to Unemployment Insurance Benefit information, Federal Parent Locator Services information, Federal Tax information, and Social Security Association information, Contractor will provide a listing of such Authorized Persons to OTDA at intervals determined by OTDA. The contractor will ensure that this list is kept current with any additions, changes, or removal of Authorized Persons needing access.

Access to Protected Information by Authorized Persons shall be closely monitored by Contractor and shall be removed in the event such access is no longer justified by a legitimate business need or where the person separates from service. Such removal must be immediate but in no event later than the close of business on the date of the triggering event.

Notice of all such changes will be sent to:

OTDA General Counsel

40 North Pearl Street, 16C

Albany, New York 12243

(518) 474-9502

otda.GC.Notifications@otda.ny.gov

The contractor may not assign or subcontract the Agreement, its obligation or interest hereunder, without the express, written consent of OTDA. Any assignment or subcontract made without such consent will be null and void and will constitute grounds for immediate termination of the Agreement by OTDA.

Contractor expressly represents and agrees that it will not re-disclose Protected Information provided by OTDA under this Agreement to third parties, including contractors or subcontractors, without the prior, written approval from OTDA. Authorized Persons shall not disseminate, use, or permit the dissemination or use of Protected Information in any manner not provided for in this agreement without the express prior, written consent from OTDA.

The contractor will undertake precautions to limit access to disclosed Protected Information to Authorized Persons only. The contractor will adopt safeguards and procedures to limit dissemination only to authorized individuals with a legitimate business need/purpose related to the purpose of this project as set out in this Agreement.

11. Training

The Contractor will ensure that all Authorized Persons who have access to any Protected Information for authorized purposes set forth in this Agreement have been instructed in a manner approved by OTDA regarding the confidential nature of the Protected Information, the safeguards required to protect such data, and the sanctions in applicable state, federal, and local laws, rules, regulations and/or policies for unauthorized disclosure of Protected Information. Contractor will annually sign an acknowledgement that all Authorized Persons with access to Protected Information have been instructed in a manner approved by and as set out above. Contractor will provide this acknowledgement upon request to OTDA and prior to the disclosure of any Protected Information hereunder and annually, as required, to continue the disclosure of Protected Information hereunder.

12. Confidentiality Agreements

Contractor shall require Authorized Persons to sign a confidentiality and non-disclosure agreement provided by OTDA, found as Exhibit 1 below, in relation to access to Protected Information. Such signed agreements must be obtained prior to Authorized Persons commencing work. Contractor shall

maintain such agreements for the duration of the audit period as set out in this Agreement and for the duration of any state, federal, and local laws, rules, regulations and policies applicable to the Protected Information being exchanged under this Agreement, whichever is longer, and shall provide them to OTDA upon request.

13. Background Investigation and Fingerprinting

Contractor shall have a written personnel security policy that ensures a background investigation is completed for any individual who will need access to perform his/her job duties to Protected Information with heightened compliance obligations. The policy will identify the process, steps, and timeframes for determining whether an employee may be granted access to such Protected Information. The results of the background check will be reviewed by the Contractor to determine whether the applicant is suitable for access to such Protected Information. Suitability is defined as having verified citizenship or residency and no prior criminal offense or offenses where the nature of the offense creates a risk of misuse of such Protected Information as defined within this Agreement. Written background investigation policies and procedures must be provided to OTDA for review and approval. Policies and procedures, as well as a sample of completed background investigations, must be available for inspection upon request by OTDA or its agents.

14. Notification of Legal Requests

The Contractor shall immediately inform OTDA in writing upon receipt of any legal, investigatory, or other mode or method of demand (including but not limited to FOIL or FOIA requests, electronic discovery, litigation holds, and discovery searches) for access to Protected Information that is not otherwise authorized under this Agreement and shall take and vigorously pursue all necessary legal action to prevent any disclosure including, but not limited to, moving to quash subpoenas issued for such information. The Contractor will keep OTDA's General Counsel fully and timely notified of all developments related to such legal actions and their response thereto, and provide appropriate, robust legal assistance as may be required, as requested by OTDA. The notification shall be directed to:

OTDA General Counsel
40 North Pearl Street 16 C
Albany, NY 12243
(518) 474-9502
otda.GC.Notifications@otda.ny.gov

15. Report or Publication

Contractor will ensure that any study, report, publication, or other disclosure for which Protected Information shared by OTDA is the basis and which is permitted under this Agreement is limited to the reporting of aggregate, de-identified data, which means it will not contain any information that might lead to the identification of a private person or entity. OTDA shall have the right to review and approve any such study, report, publication, or other disclosure prior to disclosure or publication.

16. Return/Destruction of Records

In the event of i) termination ii) expiration of the Agreement or iii) when directed by OTDA, Contractor shall immediately implement and is fiscally responsible for an orderly return of all Records, whether in digital or any other form, in a mutually agreeable format at a time agreed to by the parties and/or at the direction of OTDA. Thereafter and once the Appendix T Article 11 Record Retention Period expires, the Contractor shall, unless otherwise advised in writing by OTDA, destroy and/or sanitize, as appropriate to the medium, such data and any extracts, copies, or backups of same thoroughly and irretrievably. The method for the sanitization of data shall, at a minimum, comport with the standards set by the [NYS CISO](#) for the sanitization of data. Contractor shall thereafter certify in writing and provide proof that these actions have been completed within 30 days of the destruction and/or sanitization or within seven days of the request of an agent, employee or officer of OTDA, at the discretion of OTDA. The Contractor will not make, retain, copy, duplicate, or otherwise use any copies of Protected Information after completion of the purpose for which the data disclosed is served without prior written permission from OTDA.

17. Data Retention

Notwithstanding any other obligation under this Agreement, including Article 11 of Appendix T, Contractor agrees that it will preserve and maintain Records, including Protected Information, in a manner that complies with all applicable federal, state and local laws, rules, regulations, and policies for the purposes of ensuring applicable data records retention obligations are met.

18. Compliance with Information Security Breach Notification Act and other Laws

Contractor represents and warrants that its collection, access, use, storage, disposal and disclosure of Protected Information does and will comply with all applicable federal, state and local privacy, confidentiality, security, data protection and compliance laws, rules, regulations, policies, and directives. Contractor warrants that it will comply with the applicable New York State Information and Security Breach Notification Act and the SHIELD Act (General Business Law Section 899-aa and 899-bb; State Technology Law Section 208). The contractor ensures that it and all Authorized Persons will be in compliance with the aforementioned state, federal, and local laws, rules, regulations, policies, and directives.

19. Vulnerability Scanning

The contractor must perform appropriate and required environment vulnerability scanning in accordance with Industry best practices and standards. The contractor must address all high and medium vulnerabilities found during scanning in a reasonable timeframe as agreed upon with OTDA. OTDA, through ITS, will have the option to perform application scanning and web server scanning, as needed. The contractor must address all high and medium vulnerabilities found during scanning in a reasonable timeframe as agreed upon with OTDA.

When software vulnerabilities are revealed and addressed by a vendor patch, the Contractor will obtain the patch from the applicable vendor and categorize the urgency of application as either “critical” or “non-critical” in nature. The determination of the critical versus non-critical nature of patches is solely at the reasonable discretion of OTDA in consultation with ITS and Contractor. The contractor will apply all critical security patches, hotfixes, or service packs as they are tested and determined safe for installation after consultation with OTDA and ITS.

20. Information Security Incident and Information Security Breach

If the Contractor or any Authorized Person becomes aware of or has knowledge of either any potential Information Security Incident (Security Incident) or Information Security Breach (Security Breach), then the Contractor shall within 30 minutes of becoming aware or having knowledge of any potential Security Incident or Security Breach, notify the OTDA contact listed below of the Security Incident or Security Breach via the email address noted, and OTDA will direct what further action is necessary for response to the same. At such time, Contractor shall provide OTDA with the name and contact information for an employee of Contractor who shall serve as Contractor’s primary security contact and shall be available to assist OTDA 24 hours a day, seven days per week, in keeping OTDA fully and timely notified of all developments relating to any such potential or actual Security Incident or Security Breach utilizing the following contact information:

OTDA General Counsel
40 North Pearl Street 16 C
Albany, NY 12243
(518) 474-9502
otda.GC.Notifications@otda.ny.gov

Should an Information Security Incident or Security Breach occur, immediately following the requisite notification to OTDA, Contractor shall 1) promptly investigate and utilize best efforts and IT industry best practices to determine the cause(s) of same and devise a proposed resolution and report the cause(s) and suggested remedies to OTDA; (2) promptly implement necessary remedial measures as OTDA deems necessary; (3) document responsive actions taken, including any post-incident review of events and actions taken to make changes in business practices to prevent similar instances in the future; 4) provide reports within the timeframes as requested by OTDA; 5) promptly notify OTDA of the steps taken to prevent similar instances in the future ; and 6) take any other action as may be directed by OTDA.

Notification and Assistance to Affected Persons.

Contractor shall be responsible for:

- a. Promptly notifying individuals whose Protected Information was compromised by an Information Security Breach (“Affected Persons”) or, as OTDA deems appropriate, an Information Security Incident. The contractor is to first seek consultation and receive authorization from OTDA prior to issuing such notifications. OTDA shall approve the content of and the method by which such notifications must be provided (e.g., regular mail, e-mail, and/or website posting);

- b. If requested by OTDA and/or required by law, provide credit monitoring services, identity theft consultation and restoration, identity theft insurance, public records monitoring, toll free number and call center, payday loan monitoring, and any other services deemed reasonably necessary by OTDA to Affected Persons for a minimum of one year or longer, as determined by OTDA, (together referred to as “Affected Persons Assistance”);
- c. Costs. The Contractor shall bear all costs associated with providing Affected Persons Assistance. OTDA may reduce any Contractor invoice by an amount attributable to the Contractor’s failure to satisfactorily provide Affected Persons Assistance.

21. Business Continuity and Disaster Recovery

The Disaster Recovery system shall be accessible by all users 24 hours a day, seven days a week, 365 days a year and available 99.982% of the time (uptime) per month and must not be rendered inoperable for any longer period for the purposes of maintenance, upgrades or hardware additions. OTDA will work with the Contractor to provide a listing of all essential functions related to the Agreement that must be sustained and maintained for the duration of the agreement. The Contractor shall have no less than one redundant data centers separated by at least 100 miles and on separate network fiber and separate power grids.

Contractor shall failover application to alternate hardware to perform planned maintenance, patches, code revisions, etc. to one instance, thoroughly test, then switch back to the upgraded instance before repeating the planned maintenance, patch, code revision, etc. on the second instance.

The contractor will provide OTDA with a business continuity and disaster recovery plan. This plan will include detailed precautions to minimize the effects of any disaster or interruption of service so that OTDA can rapidly continue to operate and resume mission-critical functions. OTDA will work with the Contractor to provide an analysis of business processes and continuity needs. The contractor will provide technical support staff with the skills required to interface with OTDA’s application, network, hardware, and software during planning and preparation for disaster recovery and business continuity testing and/or during any declaration of an actual disaster. Minimum recovery time objective (RTO) and recovery point objective (RPO) will be determined by OTDA.

22. Suspension/Termination

OTDA agrees to provide Protected Information pursuant to this Agreement subject to the representations and agreements by the Contractor contained in this document. OTDA will suspend the Agreement and the further disclosure of any Protected Information hereunder if: (i) Contractor fails to comply with any provision of this Agreement or (ii) OTDA General Counsel believes in good faith that the Contractor has violated its obligations to maintain the confidentiality, privacy, security and/or compliance status of such data or limit properly limit dissemination of such data. Such suspension will continue until corrective action, approved by OTDA, has been taken. In the absence of prompt and satisfactory corrective action, OTDA may, at its sole discretion, terminate the Agreement. Upon termination, the Contractor must immediately return all Protected Information

obtained by the Contractor or Authorized Persons under the Agreement pursuant to the terms and conditions of the Return/Destruction of Protected Information section within this Agreement.

23. General Terms

In addition to suspension or termination of the Agreement as provided herein, OTDA reserves the right to undertake, without limitation, any other action under the Agreement, or state or federal law, rule, or regulation, to enforce the Agreement and secure satisfactory corrective action and/or return and/or destruction of the Protected Information furnished hereunder, including seeking damages, penalties, and restitution from Contractor or its affiliates as permitted under law.

The Contractor's and Authorized Person's confidentiality and related assurances and obligations hereunder shall survive the termination or expiration of the Agreement.

24. Assignment or Subcontracting

The Contractor may not assign or subcontract the obligations or interests outlined in this Section of this Agreement, without the express, prior written consent of OTDA. Any assignment or subcontract made without such consent will be null and void and shall constitute grounds for immediate termination of the Agreement by OTDA.

25. Cloud computing provisions

All privacy, confidentiality, security and compliance requirements set out in this Agreement shall apply to any cloud computing solution proposed for use by the Contractor to accomplish any obligation under this Agreement.

Exhibit 1

Confidentiality/Non-Disclosure Agreement

With regard to my work with _____ (Requestor)

I, _____ (individual), am:

- ☐ a volunteer with Requestor
- ☐ a contractor of Requestor
- ☐ an employee of a contractor of Requestor
- ☐ a volunteer with a contractor of Requestor
- ☐ a subcontractor to a contractor of Requestor
- ☐ an employee of a subcontractor to Requestor
- ☐ a volunteer with a subcontractor to Requestor

and;

A. Access or Exposure Protected Information In General

I understand that as part of performing my duties as an employee, volunteer, contractor or subcontractor I may have access to, see or hear "Protected Information," which, for purposes of this agreement, shall include, but not be limited to:

1. Data or information obtained from sources outside of OTDA, such as Federal Tax Information (FTI); Federal Parent Locator Services (FPLS) information; Unemployment Insurance Benefit (UIB) information; Social Security Administration (SSA) information; and, Medicaid (MA) information.
2. Data or information maintained in and/or obtained from OTDA-owned applications, systems, networks and/or databases, including but not limited to: Welfare Management System (WMS); Child Support Management System (CSMS); Automated State Support Enforcement and Tracking System (ASSETS); Benefits Issuance Control System (BICS); Cognos; Computer Output to Laser Disk (COLD) report system; and/or the Commissioner's Dashboard.
3. Data or information identifying an individual, particularly where such disclosure could result in an unwarranted invasion of personal privacy. Such data or information may include, but is not limited to: home addresses; telephone numbers; Social Security numbers; client identification numbers; payroll information; financial information; health information; and/or, eligibility and benefit information;
4. Computer codes or other electronic or non-electronic data or information, the disclosure of which could jeopardize the compliance stature, security or confidentiality of OTDA's information technology solutions, applications, systems, networks or data;
5. Non-final OTDA policy or deliberative data or information related to the official business of OTDA;

6. Data or information which is not otherwise required to be disclosed under the NYS Freedom of Information Law;
7. Any other material designated by OTDA as being "Confidential," "Personal," "Private" or otherwise "Sensitive."

I acknowledge and agree that all Protected Information (oral, visual or written, including both paper and electronic) which I see or to which I have access shall be treated as strictly confidential and shall not be released, copied or otherwise re-disclosed, in whole or in part, unless expressly authorized by the New York State Office of Temporary and Disability Assistance (OTDA).

I understand and agree that access to and the use of Protected Information obtained in the performance of my duties shall be limited to purposes directly connected with such duties, unless otherwise provided in writing by OTDA. When access to such information or data also results in access to Protected Information or data beyond that which is necessary for the purpose for which access was granted, I agree to access only that Protected Information needed for the purpose for which access was given.

When I no longer require the use of or access to such Protected Information, whether because of termination of employment, reassignment of job duties or otherwise, I agree that I will not access or attempt to access any Protected Information, including, but not limited to any Protected Information in State systems or other sources, to which I have been given access. I will return any and all reports, notes, memoranda, notebooks, drawings, data and other Protected Information developed, received, compiled by or delivered to me in order to carry out my functions or which may be in my possession, regardless of the source of the Protected Information. Any Protected Information not returned will be catalogued, and thereafter securely scrubbed, shredded, or otherwise disposed of in accordance with New York State EISO policies [<http://www.its.ny.gov/tables/technologypolicyindex>].

I understand that federal and State law and regulation prohibit the release or disclosure of such Protected Information, in whole or part. I acknowledge and hereby agree that I will not copy, re-disclose or otherwise share Protected Information in whole or in part in any form to anyone unless I am expressly directed to do so by my supervisor and such disclosure complies with applicable federal and State law and regulation. I further understand that if I am unsure as to what information is confidential, I will immediately, and prior to any such access, use, or re-disclosure, consult with OTDA or my supervisor.

I will safeguard, and will not disclose to unauthorized parties, any user name and/or password that may be issued to me in furtherance of my access to the Protected Information unless authorized. I understand that my access to Protected Information may be revoked at any time if my responsibilities change, or for any other reason at the discretion and direction of OTDA, or my supervisor. Further, I will not facilitate access or disclosure of Protected Information to any unauthorized person or entity, whether by knowingly providing my user name and/or password or otherwise.

I will comply with all applicable Federal and State confidentiality, record security, compliance and retention laws, regulations, policies and procedures including, but not limited to, those set out in Attachment A.

I will immediately report to my supervisor any activities by any individual or entity that I have reason to believe may compromise the availability, integrity, security or privacy of the Protected Information. I will immediately notify OTDA and my supervisor of any request for Protected Information that does not come from an individual directly involved in the project.

I agree not to attach or load any hardware or software to or into any State or Requestor equipment unless properly authorized, in writing, to do so by OTDA. I will use only my access rights to, and will access only those systems, directories, and Protected Information authorized for my use by OTDA.

I will not use OTDA telecommunications, Internet, E-mail or other services or equipment for any illegal, disruptive, unethical or unprofessional activities, for personal gain, or for any purpose that could jeopardize the legitimate interests of the State or expose some or all Protected Information.

I agree not to knowingly take any actions that may intrude upon, disrupt or deny OTDA or Requestor services or the flow of any Protected Information.

I agree to store any Protected Information received in secure, locked containers or, where stored on a computer or other electronic media, in accordance with state and federal law and regulation, as well as OTDA's and New York State Office of Information Technology Services' (ITS) security policies that protects Protected Information from unauthorized disclosure.

I agree that no brochure, news/media/press release, public announcement, memorandum or other information of any kind regarding this Agreement or any Protected Information shall be disseminated in any way to the public, nor shall any presentation be given regarding this Agreement without the prior written approval of OTDA.

B. Access or Exposure to Information With Heightened Obligations:

I. Child Support Information

1. I acknowledge that, through attendance at a training program provided or approved by OTDA, I have been advised of the laws, regulations, policies, and rules governing use and disclosure of child support information, including federal information (as defined below) and agree to follow the same.
2. I will not access child support information on any system maintained by New York State for any purpose other than those permitted by law, including:
 - Actions necessary to establish paternity, establish, modify or enforce orders of child support or combined orders of child and spousal support.
 - The administration of the child support program, including data and systems management.
 - Verifying child support or combined child and spousal support payments to persons in Medicaid (MA), Temporary Aid to Needy Families (TANF) or Supplemental Nutrition Assistance Program (SNAP) households as part of an eligibility determination or recertification;
 - Obtaining information about child support orders and combined orders of child and spousal support for the purpose of administering the MA, TANF or SNAP program.
 - Investigation of fraud in the MA, TANF, or SNAP program.

3. I will not access any cases, accounts, files or screens except those necessary to perform my duties.
4. I understand that all child support information I have access to, whether in paper, electronic, or other format is confidential and may not be used or disclosed for any other purpose, or be released to any party, without prior written consent of the OTDA Division of Child Support Enforcement or (if employed by a social services district) the Coordinator of the child support unit of the social services district where I am employed, or the designee of either.
5. I understand that any access, use, or disclosure for any unauthorized purpose without prior written consent as set forth in paragraph 4 shall constitute a breach of confidentiality and may result in disciplinary proceeding, criminal charges, and/or civil liability.

NOTICE: Pursuant to Social Services Law 111-v, any person who willfully discloses or permits disclosure or release of Confidential Information obtained hereunder shall be guilty of a class A misdemeanor and shall be liable to any person who incurs damages due to said disclosure in a civil action.

II. Federal Information

1. For the purposes of this Agreement, "federal information" shall mean all information obtained through the Federal Parent Locator System (FPLS), including National Directory of New Hires (NDNH), and the Federal Case Registry (FCR). The FPLS is an automated national information system which locates employment, income, asset and home address information on parents in child support cases. The NDNH contains new hire (W-4), quarterly wage (QW) and unemployment insurance (UI) information on employees in both the public and private sector. The FCR collects and maintains records provided by state child support agency registries, which include abstracts of support orders and information from child support cases. This information must be safeguarded as required by state and federal rules whether in transmission or at rest, and in both electronic and paper form. Federal information must be protected from improper disclosure in accordance with state and federal rules regardless of where it is stored or displayed, including the Automated State Support Enforcement and Tracking System (ASSETS), the Child Support Management System (CSMS), and Computer Output to Laser Disk (COLD), or a local system. Federal information that has been independently verified is no longer federal information, but remains child support information subject to Section I, above.
2. I will not access federal information for any purpose other than those permitted by law, including:
 - Actions necessary to establish paternity, establish, modify or enforce order of child support or combined orders of child and spousal support.
 - The administration of the child support program.
 - Information obtained from the NDNH or FCR may be disclosed to agencies administering plans or programs under titles IV-A, IV-B, IV-D and IV-E of the federal Social Security Act for the purpose of assisting that program to carry out its responsibilities of administering title IV-A, IV-B, IV-D and IV-E programs.
 - Certain location and employment information from the FPLS may be disclosed to locate an individual for the purposes of establishing parentage or relative foster care under titles IV-B or IV-E of the federal social security act.

3. I acknowledge that paragraphs three through five in Section B, I above, apply to use, disclosure and safeguarding of federal information.

III. Federal Tax Return Information

I have read the quoted provisions of Section 6103, 7213, 7213A and 7431 of the Internal Revenue Code contained in Attachment B of this Agreement and I understand that Section 6103 of the Internal Revenue Code imposes strict confidentiality requirements on child support enforcement personnel who have or have had access to federal tax returns or return information and that Sections 7213, 7213A and 7431 of the Internal Revenue Code impose criminal and civil penalties for unauthorized inspection or disclosure of any tax return or return information. I further understand that:

1. All tax returns and return information which the Internal Revenue Service discloses to state and local child support enforcement agencies are confidential under the terms of Section 6103(a) of the Internal Revenue Code, and may not be disclosed by any officer or employee of any state or local child support enforcement agency or other person except as authorized by Internal Revenue Code;
2. All tax returns or return information which the Internal Revenue Service discloses to state and local child support enforcement agencies may be used only for purposes of and to the extent necessary in establishing and collecting child support obligations from, and locating, individuals owing such obligations;
3. Willful unauthorized inspection or disclosure of a tax return or return information by an officer or employee of a state or local child support enforcement agency or other employees is unlawful under the terms of Section 7213 and 7213A of the Internal Revenue Code and punishable as a felony by a fine in any amount not exceeding \$5,000 or imprisonment of not more than five (5) years, or both, together with the costs of prosecution. Willful unauthorized inspection of a tax return or return information is punishable by a fine of up to \$1,000 and/or imprisonment of up to one year, together with the costs of prosecution;
4. Under the terms of Section 7431 of the Internal Revenue Code, a taxpayer may bring a civil lawsuit to recover actual and punitive damages from an officer or employee of a state or local child support enforcement agency or other person who has disclosed, whether knowingly or by reason of negligence, such taxpayer's tax return or return information in violation of the provisions of Section 6103 of the Internal Revenue Code; and
5. The civil and criminal penalties apply even if the unauthorized disclosures were made after employment has ceased with the child support agency, agents or contractors.

I understand and agree that the terms of this Agreement shall continue even when I am no longer an OTDA or Requestor employee, contractor, subcontractor, or volunteer and that I will abide by the terms of this Agreement in perpetuity.

I understand that failure to comply with these requirements may result in disciplinary action, termination, civil action and/or criminal prosecution, as well as any other penalties provided by law.

This Agreement shall be governed by the laws of the State of New York, unless otherwise required by Federal law.

Individual's Signature: _____

Individual's Printed Name: _____

Entity of which Individual is an employee, subcontractor, or volunteer:

Date: _____

Attachment A

Legal and Regulatory References

The Federal and State statutory, regulatory and policy requirements related to information security, confidentiality, privacy, and compliance include the following, as amended:

Child Support

- General rules: 42 U.S.C. § 654(26); 45 C.F.R. § 303.21; SSL § 111-v; 18 NYCRR 346.1(e), 347.19
- Child Support Systems data: 42 U.S.C. § 654a, (d); 45 C.F.R. § 307.13; SSL § 111-v
- Domestic Violence Indicators: 42 U.S.C. § 653(b)(2); 42 U.S.C. § 654(26)(e); SSL § 111-v
- Federal and State Case Registry: 42 U.S.C. §§ 653(h), (m); 42 U.S.C. § 654a(e)
- Federal Parent Locator Service/State Parent Locator Service: 42 U.S.C. §§ 653(b), (l), (m); 42 U.S.C. § 654(8); 42 U.S.C. § 663; SSL § 111-b(4)
- Financial Institution records: 42 U.S.C. § 666(a)(17); 42 U.S.C. § 669a(b); SSL § 111-o
- Government Agency and Private records: 42 U.S.C. § 666(c)(1)(D); SSL § 111-s
- IRS and State Tax Information: 26 U.S.C. § 6103(p)(4)(C); 26 U.S.C. §§ 6103(l)(6), (8); 26 U.S.C. § 6103(l)(10)(B); NY Tax Law §§ 697(e)(3), 1825; SSL § 111-b(13)(b); See also [IRS Publication 1075: Tax Information Security Guidelines for Federal, State, and Local Agencies](#)
- The most current Corrective Action Plan, and any updates, prepared in response to the most recent IRS Security Review Report, and any future IRS Security Review Reports
- The most current Security Agreement, Security Addendum and attached Plan of Actions and Milestones, and any amendments, executed by OTDA and ITS
- New Hires Data: 42 U.S.C. § 653(i); 42 U.S.C. § 653a(h); SSL § 111-m

Public Assistance

- Public Assistance Application Information and Public Welfare Records: SSL § 136
- Fair Hearing Records: 45 C.F.R. § 205.10(a)(19); 18 NYCRR 358-3.7; 18 NYCRR 358-4.3; 18 NYCRR 358-5.11(b); 18 NYCRR 387.2(j)
- General rules: 42 USC § 602(a)(1)(A)(iv); 45 C.F.R. 205.50, SSL §§ 20(3)(h) and (i) and 136; 18 NYCRR Part 357 & § 358–5.11; [2021 - 2023 TANF State Plan](#)
- IRS and State Tax Information: 26 U.S.C. § 6103; SSL § 23; 136-a(2); NY Tax Law § 697(e)(3); See also [IRS Publication 1075: Tax Information Security Guidelines for Federal, State, and Local Agencies](#)
- Welfare Management System (WMS) data: SSL §§ 21(2)-(5)
- Income and Eligibility Verification System (IEVS): 42 USC §§ 1320 b-7 (a)(4) & (5), (c)
- Substance Abuse Confidentiality: 42 U.S.C. § 290 dd-2

- Mental Health Confidentiality: Mental Hygiene Law § 33.13
- Unemployment Insurance Benefits (UIB): 42 U.S.C. § 1320-b7; 20 CFR § 603; NYS Labor Law § 537
- Domestic Violence Residential and Non-Residential Programs: 18 NYCRR §§ 452.10 and 462.9

Home Energy Assistance Program (HEAP)

- General Rules: [2021-2022 HEAP State Plan](#), § 17.6
- General Rules: [2021-2023 LIHWAP State Plan](#), § 12.6

Division of Disability Determinations

- Confidentiality: 20 C.F.R. § 404.1631, 20 C.F.R. §416.1031 and 20 C.F.R. Chapter 3, Part 401, Subpart C

Supplemental Security Income (SSI) Additional State Payments

- Confidentiality: 18 NYCRR §§ 398-13.1 through 13.4
- File Retention: 18 NYCRR § 398-14.1

Medical Assistance

- General rules: 42 U.S.C. § 1396a (a)(7), amended by Pub. L. No. 113-67, 127 Stat. 1165 (2013); 42 C.F.R. § 431.300 et seq.; SSL §§ 136, 367-b(4), 369(4); 18 NYCRR 357.1 – 357.6; 18 NYCRR 360-8; Public Health Law § 2782 (AIDS information)
- HIPAA regulations: 45 C.F.R. pt. 160; 45 C.F.R. pt. 164

Supplemental Nutrition Assistance Program (SNAP)

- General Rules: 7 U.S.C. § 2020(e)(8); 7 C.F.R. § 272.1(c); 7 C.F.R. § 278.1(q); 18 NYCRR 387.2(j)

Shelters for Adults

- Personal, social, financial, and medical records: 18 NYCRR § 491.7(d)
- Resident right to have private written and verbal communications with legal representatives, legal counsel, medical providers, social workers, and any other service providers or persons authorized by the social services district: 18 NYCRR § 491.12(c)(5)
- Records and reports: 18 NYCRR § 491.19
- Confidentiality of HIV and AIDS related information: 18 NYCRR § 491.20

Shelters for Families with Children

- Personal, social, financial and medical records: 18 NYCRR § 900.7(d)
- Resident right to have private written and verbal communications with legal representatives, legal counsel, medical providers, social workers, and any other service providers or persons authorized by the social services district. 18 NYCRR § 900.12(c)(5)

- Records and reports: 18 NYCRR § 900.19
- Confidentiality of HIV and AIDS related information: 18 NYCRR § 900.20
- Confidential Nature of Records: 18 NYCRR § 357

Refugee Programs

- Safeguarding and sharing of information: 45 C.F.R. § 400.27

Emergency Rental Assistance Program

- Reporting and Privacy: § 501(g) of the Consolidated Appropriations Act, 2021
- Confidentiality of records: § 6 of Subpart A of Part BB of Chapter 56 of the Laws of 2021 as amended by Chapter 417 of the Laws of 2021

Landlord Rental Assistance Program

- Confidentiality of records. § 6 of Subpart A of Part BB of Chapter 56 of the Laws of 2021 as amended by Chapter 417 of the Laws of 2021

General Information Security, Confidentiality, Privacy and Compliance

- Security and Privacy Controls for Federal Information Systems and Organizations: NIST Special Publication 800-53 Revision 4 and Revision 5, available at [NIST Special Publications](#)
- Digital Identity Guidelines: NIST Special Publication 800-63 Revision 3; NIST Special Publication 800-63A, available at [NIST Special Publications](#)
- Contingency Planning Standard: NIST Special Publication 800-34 Revision 1, available at [NIST Special Publications](#)
- Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations: NIST Special Publication 800-171 Revision 2, available at [NIST Special Publications](#)
- Safeguarding SSA Provided Electronic Information: The most current Social Security Administration Technical System Security Requirements (TSSR) (synonymous with the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration)

Other Statutes and Policies

- Criminal Offenses involving Computers (including governmental and personal records): NY Penal Law art. 156
- Freedom of Information Law: NYS Public Officers Law, Article 6, §§ 84 – 90
- Information Security Breach and Notification Act and the SHIELD Act: State Technology Law §§ 201-208; NYS General Business Law §§ 899-aa and 899-bb
- Personal Privacy Protection Law: NYS Public Officers Law, Article 6-A, §§ 91 – 99
- State Archives and Records Administration: Arts and Cultural Affairs Law §§ 57.05 and 57.25

- [New York State Information Technology Policies, Standards, and Guidelines](#)

Attachment B

Internal Revenue Code (IRC) Section 6103(l)(6) provides:

The Secretary of Health and Human Services shall disclose return information to State and local child support enforcement agencies only for purposes of, and to the extent necessary in, establishing and collecting child support obligations from, and locating, individuals owing such obligations.

IRC Section 6103 imposes strict confidentiality requirements on child support enforcement personnel who have access to federal tax returns or return information. IRC Section 6103(a) provides: Returns and return information shall be confidential, and except as authorized by this title:

- (1) no officer or employee of the United States,
- (2) no officer or employee of any State or of any local child support enforcement agency who has or had access to returns or return information under this section, and
- (3) no other person (or officer or employee thereof) who has or had access to returns or return information under subsection (e)(1)(D)(iii), subsection (k)(10), paragraph (6), (10), (12), (16), (19), (20), or (21) of subsection (l), paragraph (2) or (4)(B) of subsection (m), or subsection (n),

shall disclose any return or return information obtained by him in any manner in connection with his service as such an officer or an employee or otherwise or under the provisions of this section. For purposes of this subsection, the term “officer or employee” includes a former officer or employee.

IRC Sections 7213, 7213A and 7431 impose criminal and civil penalties for unauthorized disclosure or inspection of any tax return or return information:

Criminal Penalty - Section 7213(a)(2), provides that an unauthorized disclosure of return or return information shall be a felony punishable by up to 5 years imprisonment and \$5,000 fine:

- (2) State and other employees - It shall be unlawful for any officer, employee, or agent, or former officer, employee, or agent, of any State (as defined in Section 6103(b) (5)), or any local child support enforcement agency willfully to disclose to any person, except as authorized in this title, any return or return information (as defined in Section 6103(b)) acquired by him or another person under subsection (1) (6) or (1) (10) of Section 6103. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution.

Criminal Penalty - Section 7213A(a)(2), provides that it shall be unlawful for any person willfully to inspect, except as authorized by this title, any return information acquired by such person or another person under a provision of Section 6103 referred to in Section 7213(a)(2). Section 7213A(b) further provides that any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1,000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

Civil Penalty - Section 7431, provides that a taxpayer may bring a civil action to recover actual and punitive damages from a person who discloses the taxpayer's tax return or return information in violation of the provisions of Section 6103:

- a) In General – (2) . . . If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against such a person in a district court of the United States.
- c) Damages – In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of –
 - (1) the greater of –
 - (A) \$1,000 for each act of unauthorized disclosure of a return or return information with respect to which such defendant is found liable, or
 - (B) the sum of –
 - (i) the actual damages sustained by the plaintiff as a result of such unauthorized disclosure, plus
 - (ii) in the case of a willful disclosure or a disclosure which is the result of gross negligence, punitive damages, plus
 - (2) the costs of the action.

Appendix C

Offeror's Certified Statements

Common Benefit Identification Card RFP

(Mandatory Submission: to be completed and included in the Proposal documents)

1. Information with regard to the Offeror

- A. Provide the Offeror's name, address, telephone number, and fax number.

Name: _____

Address: _____

City, State, ZIP Code: _____

Telephone Number (including area code): _____

Fax Number (including area code): _____

- B. Provide the name, address, telephone number, and email address of the Offeror's Primary Contact with OTDA with regard to this proposal.

Name: _____

Address: _____

City, State, ZIP Code: _____

Telephone Number (including area code): _____

Email Address: _____

- C. Provide the name, address, telephone number, and email address of the person authorized to bind the Offeror contractually, if different from (B).

Name: _____

Address: _____

City, State, ZIP Code: _____

Telephone Number (including area code): _____

Email Address: _____

- D. Provide the name, address, telephone number, email address, place of principal employment and occupation of any person authorized to represent the Offeror. This requirement applies not only to the Offeror's employees involved in the submission of the proposal, but also to every individual or organization employed or designated by the Offeror to attempt to influence the procurement process. If there is no one, state that. This information must be updated if, after the Deadline for Submission of Proposals, the Offeror retains an individual or organization to attempt to influence the procurement process. Indicate also whether the individual or organization has a financial interest in the procurement.

Name: _____

Address: _____

City, State, ZIP Code: _____

Telephone Number (including area code): _____

Email Address: _____

Place of Principal Employment: _____

Occupation: _____

This individual/organization has a financial interest in the procurement:

___ Yes ___ No

No such individual/organization is authorized to represent the Offeror:

___ Yes ___ No

2. Mandatory Requirements to Propose (Section II.D.):

Requirement	Response
<p>The Offeror certifies it has minimum of 3 years' experience within the 5-year period preceding the issuance of the RFP, of producing at least a minimum of 500,000 cards per year for each of the 3 years that include the following: magnetic stripe technology, Europay, Mastercard, and Visa (EMV) chip technology, and Near Field Communication (NFC) tap-to-pay technology.</p> <p>Offeror experience may include subcontractor(s) which are committed to performing Services under the Contract.</p>	<p>___ Yes ___ No*</p>

3. Offeror's Acknowledgement of Proposal Requirements

Please note: any alteration of any language contained in this section may render your proposal non-responsive.

Requirement	Response
A. The proposal, including the Technical, Administrative, and Cost Proposals, constitutes a firm and irrevocable offer for a period of 365 days from the date of submission to OTDA.	<p>___ Yes ___ No*</p>
B. By submission of a proposal, the Offeror agrees not to make any claims for or have any right to any damages because of any misrepresentations or misunderstanding of the specifications or because of lack of information.	<p>___ Yes ___ No*</p>

Requirement	Response
C. The Offeror attests that its performance of services outlined in this solicitation does not and will not create a conflict of interest with, nor position the Offeror to breach any other Agreement currently in force with the State of New York.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
D. The Offeror certifies that all information disclosed to the OTDA is complete, true, and accurate with regard to Conflicts of Interest.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
E. The Offeror certifies that all information disclosed to the OTDA is complete, true, and accurate with regard to investigations or disciplinary actions by the NYS Commission of Public Integrity or its predecessor(s) (collectively, "Commission").	<input type="checkbox"/> Yes <input type="checkbox"/> No*
F. The Offeror certifies that all information disclosed to OTDA is complete, true, and accurate with regard to employment of Former State Employees.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
G. The Offeror certifies that it can and will provide and make available, at a minimum, all services as described in the RFP if selected for award.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
H. The Offeror certifies that staff provided to perform Services possesses the necessary integrity and professional capacity to meet OTDA's reasonable expectations. Subsequent to the commencement of Services, whenever the successful Offeror becomes aware, or reasonably should have become aware, that any staff member(s) providing Services to OTDA no longer possesses the necessary integrity or professional capacity, the Offeror agrees to immediately discontinue the use of such staff and notify OTDA.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
I. The successful Offeror agrees to undertake a background investigation of any new/replacement staff during the term of the Agreement resulting from this RFP.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
J. The Offeror certifies that it will maintain records related to the background investigations performed for the term of the Agreement resulting from this RFP.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
K. The Offeror certifies that all information provided in connection with its proposal is true and accurate.	<input type="checkbox"/> Yes <input type="checkbox"/> No*

Requirement	Response
L. The Offeror has read, understands, and accepts all provisions of Appendix A – Standard Clauses for NYS Contracts. Appendix A contains important information related to the contract to be entered into as a result of this RFP and will be incorporated, without change or amendment, into the contract entered into between OTDA and the selected Offeror. By submitting a response to the RFP, the Offeror agrees to comply with all the provisions of Appendix A.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
M. The Offeror's Legal representation has reviewed and understands Appendix T (Draft Agreement), and the Offeror is willing to enter into an Agreement substantially in accord with the terms of Appendix T (Draft Agreement), should the Offeror be selected for contract award.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
N. The Offeror agrees that OTDA shall have the right to approve or disapprove, after appropriate review and/or interview(s), any and all subcontractor(s) of the Offeror prior to their performance of services under the Agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
O. The Offeror agrees that it shall be fully responsible for performance of work by its staff and by the subcontractor's staff. OTDA reserves the right to request removal of any Offeror staff or subcontractor's staff if, in OTDA's discretion, such staff is not performing in accordance with the Agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No*

* A "No" response in Sections 2 or 3 of this Appendix will result in disqualification.

4. Information Required:

A. The Offeror is (check as applicable):

- ☐ A New York State Certified Minority-Owned Business Enterprise
- ☐ A New York State Certified Woman-Owned Business Enterprise
- ☐ A New York State Certified Minority- and Woman-Owned Business Enterprise (Dual Certified)
- ☐ A New York State Certified Service-Disabled Veteran-Owned Business Enterprise
- ☐ None of the above

B. Provide the name, title, address, telephone number, and email address of the person authorized to receive Notices with regard to the Contract entered into as

a result of this procurement. See Article 6 of the Draft Agreement (Appendix T), Notices.

Name: _____

Title: _____

Address: _____

City, State, ZIP Code: _____

Telephone Number (including area code): _____

Email Address: _____

C. Offeror's Taxpayer Identification Number: _____

D. Offeror's NYS Vendor Identification Number: _____

By my signature on this Appendix C, I certify that I am authorized to bind the Offeror contractually.

Typed or Printed Name of Authorized Representative of the Offeror

Title/Position of Authorized Representative of the Offeror

Signature of Authorized Representative of the Offeror

Date

Appendix D – Diversity Practices Questionnaire

I, _____, as _____ (title) of _____ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge.

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes No

If yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority- and/or women-owned business enterprises as subcontractors, suppliers, joint-ventures, partners, or other similar arrangements for the provision of goods or services to your company's clients or customers? _____

3. What percentage of your company's overhead (i.e., those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?¹ _____

4. Does your company provide technical training² to minority- and women-owned business enterprises? Yes No

If yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your company participating in a government-approved minority- and women-owned business enterprise mentor-protégé program? Yes No

If yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

¹ Do not include onsite project overhead.

² Technical training is the process of teaching employees- how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales-and-service tactics, and more. Technical skills are job specific as opposed to soft skills, which are transferable.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements?

Yes No

If yes, provide a description of such non-governmental procurements (including time period, goal, scope, and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Yes No

If yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent? Yes No

If yes, indicate if the MWBE contract goal will be met or what percentages are identified as the MWBE participation goals on the utilization plan. Provide a description of your efforts.

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Company Name _____

Address _____

City, State, Zip _____

STATE OF _____

COUNTY OF _____) ss

On the _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

Notary Public

Appendix E

Administrative Forms

Administrative Forms Checklist

To Be Provided with Offeror's Proposal

Vendor Standard Response Forms:

- ☐ Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia – EO 16 Certification
- ☐ MacBride Fair Employment Principle
- ☐ Prohibiting Contracts with Entities that Support Discrimination – EO 177 Certification
- ☐ Sexual Harassment Prevention Certification – State Finance Law §139-I
- ☐ Vendor Responsibility Questionnaire, certified within six (6) months of the Proposal due date (filed and certified online)
 - ☐ If Vendor Responsibility Questionnaire was not completed and certified online, check here and attach a paper copy.
- ☐ Non-Collusive Bidding
- ☐ Offeror Disclosure of Non-Responsibility Determinations
- ☐ Procurement Lobbying Act Offeror's Certification of Affirmation of Understanding and Agreement pursuant to SFL § 139-j and k
- ☐ Contractor's Certification/Acknowledgement/Understanding
- ☐ Offeror Assurance of No Conflict of Interest or Detrimental Effect (Offeror, Subcontractors, Consultants)
- ☐ Subcontractor and Supplier Identification Form

M/WBE Participation Requirements:

- ☐ Form OTDA-4934 – Staffing Plan
- ☐ Form OTDA-4937 – M/WBE Utilization Plan
- ☐ Form OTDA-4938 – M/WBE Subcontractors and Supplies Letter of Intent to Participate
- ☐ Form OTDA-4976 – M/WBE Goal Requirements Certification of Good Faith Efforts
- ☐ Form OTDA-4969 – Request for Waiver Form (if applicable)
- ☐ Form OTDA-4970 – Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement

SDVOB Participation:

- ☐ Form SDVOB-100 – SDVOB Utilization Plan
- ☐ Form SDVOB-200 – Application for Waiver of SDVOB Participation Goal (If applicable)

The Following Will Be Required from the Selected Offeror Within 48 Hours of Notification

Sales and Compensating Use Tax Certification¹

- ☐ ST-220 CA, Sales and Compensating Use Tax Certification

Workers' Compensation Documentation – Appendix I

- ☐ Form C-105.2 – Certificate of Workers' Compensation Insurance issued by private insurance carrier (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 in Workers' Compensation Group Self-Insurance); or
- ☐ Form CE-200 – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Disability Documentation – Appendix I

- ☐ Form DB-120.1 – Certificate of Disability Benefits Insurance; or
- ☐ Form DB-155 – Certificate of Disability Benefits Self-Insurance; or
- ☐ Form CE-200 – Certification of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Other Insurances – Appendix I

- ☐ Commercial General Liability Insurance
- ☐ Commercial Automobile Liability Insurance
- ☐ Professional Liability Insurance
- ☐ Crime Insurance
- ☐ Umbrella and Excess Liability Insurance

The Following M/WBE Quarterly and SDVOB Monthly Reports Will Be Required from the Selected Offeror

- ☐ Form OTDA-4968 – MWBE Quarterly Compliance Report (if goals apply)
- ☐ Form OTDA-4971 – Workforce Utilization Report
- ☐ Form SDVOB-101 – Contractor's Monthly SDVOB Compliance Report (if goals apply)

¹ The selected Offeror must file a properly completed Form ST-220-CA (with OTDA as the Contracting Agency within 48 hours of notification of selection of award) and Form ST-220-TD (with the DTF).

Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: _____
(legal entity)

By: _____
(signature)

Name: _____

Title: _____

Date: _____

Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles

In accordance with Section 165 of the State Finance Law, the Bidder, by submission of this bid certifies that it, or any individual or legal entity in which the Bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the Bidder, either: (answer yes or no to one or both of the following, as applicable),

1. Has business operations in Northern Ireland:

Yes ____ or No ____

If yes:

2. Shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland and shall permit independent monitoring of their compliance with such Principles.

Yes ____ or No ____

Signature: _____

Prohibiting Contracts with Entities That Support Discrimination

EO 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status, or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion, or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296 (11) of the New York State Human Rights Law.

Contractor: _____

By: _____

Name: _____

Title: _____

Date: _____

Sexual Harassment Prevention Certification

State Finance Law §139-I requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees.

"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law."

Contractor: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

Bids that do not contain the certification will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder may provide a signed statement with their bid detailing the reasons why the certification cannot be made.

New York State Vendor Responsibility Non-Construction For-Profit Questionnaire

The Office of Temporary and Disability Assistance recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System; however, vendors may choose to complete and submit a paper questionnaire.

To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.ny.gov/vendrep/vendor_index.htm or go directly to the VendRep System Online at <https://onlineservices.osc.state.ny.us>.

Please check one of the following:

- ☐ A Vendor Responsibility Questionnaire has been filed online and has been certified/updated within the last six months.
- ☐ A Vendor Responsibility Questionnaire is attached to this Bid/Proposal.

Non-Collusive Bidding Certification Required by Section 139-D of State Finance Law

Section 139-D. Statement of Non-Collusion in Bids to the State:

By submission of this bid, Bidder and each person signing on behalf of Bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where 1, 2, and 3 above have not been complied with; provided however, that if in any case the Bidder(s) cannot make the foregoing certification, the Bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefore:

[Affix addendum to this page if space is required for statement.]

Subscribed to under penalty of perjury under the laws of the State of New York, this

____ day of _____, 20____ as the act and deed of said corporation or partnership.

Exhibit 1: Non-Collusive Bidding Certification-3

Identifying Data

Potential Contractor: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Title: _____

If applicable, Responsible Corporate Officer:

Name: _____

Title: _____

Signature: _____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal Name (Person/Firm/Corporation)

By:

Name

Title

Street Address

City

State

Legal Name (Person/Firm/Corporation)

Name

Title

Street Address

City

State

Offeror Disclosure of Prior Non-Responsibility Determinations (Procurement Lobbying Act)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

No

Yes

If yes, please answer the next questions.

2. Was the basis for the finding of non-responsibility due to violation of State Finance Law §139-j?

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the provision of false or incomplete information?

No

Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

Signature: _____

Date: _____

Name: _____

Title: _____

Procurement Lobbying Act

Offeror's Certification and Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j and k

Offeror affirms that it understands and agrees to comply with the New York State procedures relative to permissible contacts as required by State Finance Law §139-j. (<https://www.nysenate.gov/legislation/laws/STF/139-J>)

By: _____

Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Offeror Certification:

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true, and accurate.

(<https://www.nysenate.gov/legislation/laws/STF/139-K>)

Authorized Signature: _____

Contractor's Certification/Acknowledgements/Understanding

Contractor's Acknowledgement of Understanding of Post-Employment Provisions

The Authorized Signatory of the Contractor acknowledges that he/she has the authority to sign on behalf of the Contractor, has read and understands the provisions applicable to post-employment restrictions affecting former State officers and employees, and agrees to abide by the Provisions of the Public Officer's Law during the term of the Agreement.

Contractor's Disclosure of Any Existing and/or Contemplated Conflict of Interest

Have you any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, of affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Contractor or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this Agreement?

Yes ____ No ____

If your answer to the above is "Yes", please attach a written explanation, include a statement with your Agreement documents describing how your Staffing Firm would eliminate or prevent the Conflict of Interest. Indicate what procedures will be followed to detect, notify OTDA of, and resolve any such conflicts.

By my signature on this form, I certify that all information disclosed to the State is complete, true, and accurate with regard to Conflicts of Interest.

Contractor's Disclosure of Former State Employees

Do you employ and/or use any subcontractors who are former employees of OTDA that will be assigned to perform services under this Agreement?

Yes ____ No ____

If your answer to the above is "Yes", please attach a written statement identifying any/all employees and/or subcontractors who are former employees of OTDA that will be assigned to perform services under this Agreement, include a description of their work duties, and the dates of their employment.

By my signature on this form, I certify that all information disclosed to the State is complete, true, and accurate with regard to Former State Employees.

Contractor's Disclosure of Any Investigation or Disciplinary Action by the New York State Commission on Public Integrity or its Predecessor State Entities (Collectively, "Commission")

Have you or any of your members, shareholders of 5% or more, parents, affiliates, or subsidiaries, been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission")?

Yes ____ No ____

If your answer to the above is "Yes", please attach a written explanation; include a statement with your Proposal providing a brief description indicating how any matter before the Commission was resolved, or whether it remains unresolved.

By my signature on this form, I certify that all information disclosed to the State is complete, true, and accurate with regard to investigations or disciplinary actions by the Commission.

Contractor's Agreement to Notify OTDA of Potential Future Conflicts

By signature below, the Authorized Signatory of the Contractor, certifies that he/she will notify OTDA of any/all new potential conflicts of interest and any/all new contractor staff that are prior OTDA employees during the term of the contract, prior to hiring of said individual, and will complete and submit an updated version of this form to OTDA at the time of becoming aware of any such new potential conflicts of interest, and of any/all new contractor or subcontractor staff that are prior OTDA employees.

The Signature Below Indicates Certification/Acknowledgement/Understanding of Each of the Above

Authorized Signatory: _____

Date: _____

Printed Name: _____

Title: _____

Contract Number: _____

Offeror Assurance of No Conflict of Interest or Detrimental Effect

The Offeror proposing to provide services pursuant to this solicitation, as Contractor, Joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this solicitation does not and will not create a conflict of interest with nor, position the Offeror to breach any other Agreement currently in force with the State of New York.

Furthermore, the attests that it will not act in any manner that is detrimental to any State project on which the Offeror is rendering services. Specifically, the Offeror attests that:

1. The fulfillment of obligations by the Offeror, as proposed in the response, does not Violate any existing Contracts or Agreements between the Offeror and the State.
2. The fulfillment of obligations by the Offeror, as proposed in the response, 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 proposed in the response, does not and will not compromise the Offeror's ability to carry out its obligations under any existing Agreements 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 Agreement with OTDA resulting from this RFP.
5. During the negotiation and execution of any Agreement resulting from this RFP, the Offeror will not knowingly take any action or make any decision which creates a Potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another.
6. In fulfilling obligations under each of its State contracts, including any Agreement which results from this RFP, the Offeror will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another.
7. No former officer or employee of the State who is now employed by the Offeror, nor any former officer or employee of the Offeror who is now employed by the State, has played a role with regard to the administration of this procurement in a manner that may violate section 73(8)(a) of the State Ethics Law.
8. The Offeror has not and shall not offer to any employee, member, or director of OTDA 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.

Offerors responding to this RFP should note that OTDA recognizes that conflicts may occur in the future because an Offeror may have existing or new relationships. OTDA will review the nature of any such new relationship and reserves the right to terminate the Agreement for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Signature: _____

Date: _____

Name: _____

Title: _____

Note: This form must be signed by an authorized executive or legal representative (person that is authorized to bind the Offeror contractually).

Subcontractor and Supplier Identification Form

Instructions:

The Subcontractor and Supplier Identification Form must be submitted with any bid, proposal, or proposed contract. This form must contain a detailed description of the supplies and/or services to be provided by each Subcontractor or Supplier utilized under the contract. Offerors must indicate by checking the box(es) below which business designation(s) each listed Subcontractor/Supplier meets. Attach additional sheets if necessary. Failure to submit this form may result in the Offeror's application being deemed non-responsive.

Identify **ALL** subcontracting and supplier purchasing opportunities.

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State Small Businesses and New York State Certified Service-Disabled Veteran-Owned Businesses (SDVOBs) in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Offerors need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use New York State Certified Minority- and Women-Owned Business Enterprises (MWBES) in purchasing commodities that are of equal quality and functionality, and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize MWBES, consistent with current State law.

Public Procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Offeror Information:

Name:	
Address:	
Email:	
Telephone #:	
Federal ID #:	
Region/Location of Work:	

Procurement Title or Contract #:	
----------------------------------	--

Subcontractor/Supplier Information:

Vendor 1:

Business Name:	
Address:	
Email:	
Telephone #:	
Federal ID #:	
Business Designation (check all that apply):	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> NYS Small Business
Detailed Description of Service/ Product to be Provided:	
Estimated Dollar Value of Subcontract (over the term of the contract):	

Vendor 2:

Business Name:	
Address:	
Email:	
Telephone #:	
Federal ID #:	
Business Designation (check all that apply):	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> NYS Small Business
Detailed Description of Service/ Product to be Provided:	

Estimated Dollar Value of Subcontract (over the term of the contract):	
--	--

Vendor 3:

Business Name:	
Address:	
Email:	
Telephone #:	
Federal ID #:	
Business Designation (check all that apply):	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB <input type="checkbox"/> NYS Small Business
Detailed Description of Service/ Product to be Provided:	
Estimated Dollar Value of Subcontract (over the term of the contract):	

Preparer's Information:

Name:	
Title:	
Email:	
Telephone #:	
Date:	
Signature:	



Division of Minority
and Women's
Business Development

Your MWBE Utilization and Reporting Responsibilities Under Article 15-A

The New York State Contract System ("NYSCS") is your one stop tool compliance with New York State's MWBE Program. It is also the platform New York State uses to monitor state contracts and MWBE participation.


GETTING STARTED

To access the system, you will need to login or create a user name and password at <https://ny.newnycontracts.com>. If you are uncertain whether you already have an account set up or still need to register, please send an email to the customer service contact listed on the Contact Us & Support page, or reach out to your contract's project manager. For verification, in the email, include your business name and contact information.

VENDOR RESPONSIBILITIES

As a vendor conducting business with New York State, you have a responsibility to utilize minority- and/or women-owned businesses in the execution of your contracts, per the MWBE percentage goals stated in your solicitation, incentive proposal or contract documents. NYSCS is the tool that New York State uses to monitor MWBE participation in state contracting. Through the NYSCS you will submit utilization plans, request subcontractors, record payments to subcontractors, and communicate with your project manager throughout the life of your awarded contracts.

There are several reference materials available to assist you in this process, but to access them, you need to first be registered within the NYSCS. Once you log onto the website, click on the **Help & Support >>** link on the lower left hand corner of the Menu Bar to find recorded trainings and manuals on

all features of the NYSCS. You may also click on the  icon at the top right of your screen to find videos tailored to primes and subcontractors. There are also opportunities available to join live trainings, read up on the "Knowledge Base" through the Forum link, and submit feedback to help improve future enhancements to the system. Technical assistance is always available through the **Contact Us & Support** link on the NYSCS website (<https://ny.newnycontracts.com>).

For more information, contact your project manager.

SDVOB UTILIZATION PLAN

☐ Initial Plan ☐ Revised plan Contract/Solicitation # _____

INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS **Certified** Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

BIDDER/CONTRACTOR INFORMATION		SDVOB Goals In Contract
Bidder/Contractor Name:	NYS Vendor ID:	%
Bidder/Contractor Address (Street, City, State and Zip Code):		

Bidder/Contractor Telephone Number:	Contract Work Location/Region:
-------------------------------------	--------------------------------

Contract Description/Title:

CONTRACTOR INFORMATION

Prepared by (Signature):	Name and Title of Preparer:	Telephone Number:	Date:
--------------------------	-----------------------------	-------------------	-------

Email Address:

If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form.

SDVOB Subcontractor/Supplier Name:	
------------------------------------	--

Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
---	-----------------------------	----------------

Address:	Email Address:
----------	----------------

Detailed description of work to be provided by subcontractor/supplier:
--

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%

SDVOB Subcontractor/Supplier Name:	
------------------------------------	--

Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
---	-----------------------------	----------------

Address:	Email Address:
----------	----------------

Detailed Description of work to be provided by subcontractor/supplier:
--

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%

FOR OTDA USE ONLY

OTDA Authorized Signature:	<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted as Noted	<input type="checkbox"/> Notice of Deficiency
NAME (Please Print):	SDVOB %/\$ _____	Date Received:	Date Processed:

Comments:

NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf

Note: All listed Subcontractors/Suppliers will be contacted and verified by OTDA

ADDITIONAL SHEET

Bidder/Contractor Name:	Contract/Solicitation # _____
--------------------------------	--------------------------------------

SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %		
SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %		
SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %		
SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %		
SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %		

CONTRACTOR'S MONTHLY SDVOB COMPLIANCE REPORT (DUE ON THE 7TH DAY OF EACH MONTH FOR THE PRECEDING MONTH'S ACTIVITY AS EVIDENCE TOWARDS ACHIEVEMENT OF THE SDVOB GOALS ON THE CONTRACT)

Contract No.: _____

Contractor/Vendor Name, Address and Phone No.:	Contractor/Vendor Federal ID No.:		SDVOB Goals		Reporting Period	
	Description of Project:		%		Month	Year
Firm Name, Address and Phone Number (List All Firms)	Description of Work or Supplies Provided	Designation		Payment This Month	Contract Amount	
Federal ID No.:		<input type="checkbox"/> SDVOB <input type="checkbox"/> Sub <input type="checkbox"/> Broker <input type="checkbox"/> Joint Venture <input type="checkbox"/> Written Contract	<input type="checkbox"/> Supplier <input type="checkbox"/> Team <input type="checkbox"/> Other <input type="checkbox"/> No Written Contract	<input type="checkbox"/> No Payment This Month		
Federal ID No.:		<input type="checkbox"/> SDVOB <input type="checkbox"/> Sub <input type="checkbox"/> Broker <input type="checkbox"/> Joint Venture <input type="checkbox"/> Written Contract	<input type="checkbox"/> Supplier <input type="checkbox"/> Team <input type="checkbox"/> Other <input type="checkbox"/> No Written Contract	<input type="checkbox"/> No Payment This Month		
Federal ID No.:		<input type="checkbox"/> SDVOB <input type="checkbox"/> Sub <input type="checkbox"/> Broker <input type="checkbox"/> Joint Venture <input type="checkbox"/> Written Contract	<input type="checkbox"/> Supplier <input type="checkbox"/> Team <input type="checkbox"/> Other <input type="checkbox"/> No Written Contract	<input type="checkbox"/> No Payment This Month		
Federal ID No.:		<input type="checkbox"/> SDVOB <input type="checkbox"/> Sub <input type="checkbox"/> Broker <input type="checkbox"/> Joint Venture <input type="checkbox"/> Written Contract	<input type="checkbox"/> Supplier <input type="checkbox"/> Team <input type="checkbox"/> Other <input type="checkbox"/> No Written Contract	<input type="checkbox"/> No Payment This Month		
<div style="display: flex; justify-content: space-between;"> <div>Signature _____</div> <div>Print Name and Title _____</div> <div>Date _____</div> </div>						
Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract.					For OTDA Use Only	
					Reviewed By:	Date:

APPLICATION FOR WAIVER OF SDVOB PARTICIPATION GOAL

(must be submitted before requesting final payment on the Contract)

Section 1: Basic Information

Contractor's Name:		Federal Identification Number:	
Street Address:		E-Mail Address:	
City, State, Zip Code:		Telephone:	
Contract Number:		SDVOB CONTRACT GOALS	
		%	

Section 2: Type of SDVOB Waiver Requested

<input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised SDVOB percentage:	%
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Please explain the reason for the waiver request:

Section 3: Supporting Documentation

Provide the following documentation as evidence of your good faith efforts to meet the SDVOB goals set forth in the contract and in support of your waiver application:

- ☐ **Attachment A.** Copies of solicitations to SDVOBs and any responses thereto.
- ☐ **Attachment B.** Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- ☐ **Attachment C.** Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OTDA with certified SDVOBs whom OTDA determined were capable of fulfilling the SDVOB goals set forth in the contract.
- ☐ **Attachment D.** Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- ☐ **Attachment E.** Other information deemed relevant to the request.

Section 4: Signature and Contact Information

By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote SDVOB participation pursuant to the SDVOB requirements set forth under the solicitation or Contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.

Prepared By: (Signature)	Date:
Name and Title of Preparer (Print or Type)	

Reviewed By:	Date:
Decision: <input type="checkbox"/> Full SDVOB waiver granted <input type="checkbox"/> Partial SDVOB waiver granted; revised SDVOB goal: _____ % <input type="checkbox"/> SDVOB waiver denied	
Approved By:	Date:
Date Notice of Determination Sent:	
Comments	

Appendix G – Glossary/Acronyms

Acronym	Term	Definition
ADA	Americans With Disabilities Act	Prohibits discrimination against people with disabilities in employment, transportation, public accommodation, communication, and governmental activities.
AES	Advanced Encryption Standard	A specification for the encryption of electronic data.
AppReg Numbers	Application Registration Numbers	The identifier used by Upstate districts to register a client's application (in WMS) for benefits.
ANSI	American National Standards Institute	The administrator and coordinator of the United States private sector voluntary standardization system.
API	Application Programming Interface	An API is code that lets two software programs communicate with one another.
ATM	Automated Teller Machine	A card driven device for dispensing cash. Used in the EBT.
	Authorized Representative Card	Households can designate a responsible individual to access benefits for the household on their behalf. These authorized representatives can be issued their own CBIC card to access the household's benefits.
BGP	Border Gateway Protocol	A standardized exterior gateway protocol that allows the exchange of routing and reachability information among Autonomous Systems (AS) on the Internet
BIN	Bank Identification Number	The number assigned by ANSI used to identify the owning organization of Debit and Credit cards. The number is the first six digits of the PAN.
CAV	Card Authentication Value	A 3 character, numeric, AES encrypted field on track 2 of CBICs.

Acronym	Term	Definition
CBIC	Common Benefit Identification Card	The card used in the delivery of SNAP, TANF, S-EBT and MA/HBE benefits to the households of New York State.
CBIC Cards or Cards or CBICs:		Means any and all cards produced through this procurement.
CBIC System	Common Benefit Identification Card System	The State system that generates card numbers and transmits pertinent card data to external sources, such as the CBIC card Contractor, EBT contractor and Medicaid. This system also maintains a history of card production.
CIN	Client Identification Number	An 8-character alphanumeric value assigned as a unique identifier to recipients of SNAP, TANF, and MA benefits in New York State.
	Custom Message	Printed on any and all card carriers.
CSC	Card Security Code	This is usually a 3 - or 4 - digit number, which is not part of the credit card number. The CSC is typically printed on the back of a credit card. See: CVV.
CVC	Card Verification Code	This is an extra code printed on your debit or credit card. With most cards (Visa, MasterCard, bank cards, etc.) it is the final three to four digits of the number printed on the signature strip on the reverse of your card. See: CVV.
CVV	Card Verification Value	Security code assigned to a card by the vendor and derived from the expiration date and other card data.
dCCV	Dynamic Card Verification Value	This refers to a security enhancement introduced by card schemes for EMV (Europay, Mastercard, and Visa) compliant cards. Dynamic CVV involves replacement of the static CVV or CSC (Card Security Code) at the back of the payment card with a randomly generated number at time intervals, which, in some solutions, can be modified by customers.

Acronym	Term	Definition
DIN	DOCCS Department Identification Number	Incarcerated Individuals are issued a “DIN” that identifies them throughout the Department of Corrections facilities and system.
DOH	Department of Health	The New York State Department responsible for overseeing the MA program and its electronic systems.
EBT	Electronic Benefits Transfer	The system and process for delivering SNAP and TANF benefits for those found eligible by the districts of New York State.
EEOC	Equal Employment Opportunity Commission	Federal enforcement agency enacted to ensure that employers follow and abide by the rules set forth in the Civil Rights Act of 1964.
eMedNY	Electronic Medicaid, New York	The Electronic Medicaid System used to verify recipient eligibility and make payments to medical providers in New York State.
EMV	Europay, Mastercard, and Visa	This refers to the Europay, Mastercard, and Visa chip technology and standards.
EPS	Enterprise Payment System	Allows United States Postal Service customers to pay for products and services through an Enterprise Payment Account (EPA) funded as an Automated Clearing House (ACH) Debit or Trust Account. The EPS payment account management provides enhanced security features, centralized balance and account management, and a self-service customer experience.
HBE	Health Benefit Exchange	The New York State designed and implemented system to address the Patient Protection and Affordable Care Act of March 2013.

Acronym	Term	Definition
HEAP	Home Energy Assistance Program	A federal benefit program targeted at assisting households for heating and cooling needs.
HIPAA	Health Insurance Portability and Accountability Act	Mandates the use of standards for the electronic exchange of health care data.
HRA	Human Resources Administration	The New York City agency, which is responsible for determining eligibility for SNAP, TANF and for some individuals, MA benefits.
HSRP	Hot Standby Router Protocol	Provides near 100% network redundancy for IP networks, ensuring that user traffic immediately and transparently recovers from first hop failures in network edge devices or access circuits.
HTTP	Hypertext Transfer Protocol	An application-level protocol for distributed, collaborative, hypermedia information systems.
HTTPS	Hypertext Transfer Protocol Secure	A combination of the Hypertext Transfer Protocol with the SSL/TLS protocol to provide encryption and secure identification of the server.
iCVV	Integrated Card Verification Value	This refers to a security enhancement introduced by card schemes for EMV (Europay, Mastercard, and Visa) compliant cards. It is an evolution of the traditional CVV, designed to be encoded on the Track 2 equivalent data of EMV chips, thereby increasing the security of chip-based transactions, and typically employs a service code of 999. Designed for chip-based transactions, not used in magnetic stripe or card-not-present scenarios.
IEDR	Imaging Enterprise Documents Repository	An enterprise document repository and image capture system for SNAP, TANF, HEAP, and MA programs supported by the districts and administered by OTDA and DOH.

Acronym	Term	Definition
IEC	International Electrotechnical Commission	This is an international standards organization that prepares and publishes international standards for all electrical, electronic and related technologies – collectively known as "electrotechnology". The IEC also manages four global conformity assessment systems that certify whether equipment, system or components conform to its international standards.
IES	Integrated Eligibility System	Project currently underway in NYS to create on system for all Assistance programs (TANF, SNAP, WIC, MA).
	Inbound Record	Data sent from the vendor to NYS.
INCITS	International Committee for Information Technology Standards	This is the central U.S. forum dedicated to creating technology standards, which develops and promotes the adoption of formal information and communications technology (ICT) standards with global relevance and reach and advances the U.S. position on standards for ICT products and services in the international arena.
ITS	Information Technology Services	The New York State entity charged with implementing and managing technology for New York State.
ISO	International Standards Organization, AKA International Organization for Standardization	An international standard setting body composed of representatives from various national standards organizations.
	Key Staff	The staff identified in Appendix W Section W.
LRC	Longitudinal Redundancy Check	One of the industry standard fields on a debit or credit cards magnetic stripe.
MA	Medicaid	A program that provides medical services for low-income New Yorkers.

Acronym	Term	Definition
MAN	Metropolitan Area Network	A computer network that connects users to resources in a specific geographic area or region larger than a LAN but smaller than a WAN.
MWBE	Minority and Women-Owned Business Enterprises	Any business/enterprise that is at least 51 percent owned by, or in the case of a publicly owned business at least 51 percent of the stock is owned by, citizens or permanent resident aliens who are women or members of a minority, as defined by state law.
NFC	Near Field Communication	This refers to the tap-to-pay technology and Near Field Communication standards.
NIST	National Institute of Standards and Technology	The National Institute of Standards and Technology (NIST) is an agency of the United States Department of Commerce whose mission is to promote American innovation and industrial competitiveness. NIST's activities are organized into physical science laboratory programs that include nanoscale science and technology, engineering, information technology, neutron research, material measurement, and physical measurement. From 1901 to 1988, the agency was named the National Bureau of Standards.
NYC OTC or NYC OTC CBIC	New York City Over the Counter CBIC Site	This refers to the Over-the-Counter Common Benefit Identification Card issuance location in New York City. See: Exhibit 13 of this procurement.
OSC	New York Office of the State Comptroller	The New York State government office responsible for approving all vendor contracts.
OSS	Onsite Scanning	Electronic scanning of OTDA case documents as performed in district offices.
OTC	Over The Counter	The mechanism of delivery of plastic CBIC cards in a face-to-face environment in New York State.

Acronym	Term	Definition
OTDA	Office of Temporary and Disability Assistance	The New York State Office responsible for overseeing the district's delivery of SNAP and TANF programs, along with programs for the delivery of services to families. The OTDA also provides substantial computer support for the delivery of these benefits along with MA benefits.
PAN	Primary Account Number	A 19-digit number which uniquely identifies an account in the EBT System, which is printed on the surface of CBICs and encoded on the magnetic stripe of the CBIC.
PIN	Personal Identification Number	A system generated or client selected number used to verify identification of a client in order to access benefits or account information.
Printer Pooling	Printing Technology	The ability of the software application to send records to multiple peripheral devices (in this case printers) attached to the system.
POS	Point of Sale	A process and device authorizing TANF and SNAP benefits in the commercial environment.
PVC/PET	Polyvinylchloride/ Polyethylene Terephthalate (PET)	Two materials used in the creation of plastic card bodies.
	Outbound Record	Data sent from NYS to the vendor.
OTC Referral Scanning	Referral Document Scanning	The scanning of OTC Card Referral documents upon redemption for the CBIC card into an image capture database for archiving. This is part of the CBIC Card Vendors Admin System.
	Remedial changes	Changes needed to make the system perform or function in the way it was designed and must not result in additional costs to the OTDA.

Acronym	Term	Definition
RESTful API	RESTful Application Programming Interface	RESTful Application Programming Interface (API) is an architectural style for an application programming interface that uses HTTP requests to access and use data. That data can be used to GET, PUT, POST and DELETE data types, which refers to reading, updating, creating, and deleting operations related to resources. RESTful APIs are also referred to as RESTful web services and REST APIs.
RFP	Request for Proposal	A document issued by a State agency or Office in order to obtain competitive bids for systems or services to be delivered on behalf of that agency.
S-EBT	Summer Electronic Benefit Transfer	Federal benefits issued to NYS children eligible for Free and Reduced Price Meals to assist with food costs over the summer break from school.
SFTP	Secure File Transfer Protocol	A network protocol that provides file access, file transfer, and file management functionality over any reliable data stream.
SNAP	Supplemental Nutrition Assistance Program	A federal benefit program used by New York and other States for the delivery of federally mandated food benefits.
SOA	Service Oriented Architecture	Service Oriented Architecture (SOA) is a business-centric IT architectural approach that supports integrating business as linked, repeatable business tasks, or services.
SOW	Scope of Work	Appendix W of this procurement.
SOAP	Simple Object Access Protocol	A protocol specification for exchanging structured information in the implementation of Web services in computer networks.
	Special Message	Printed on only certain cohort and sent depending on a code.
	Start Up Date	The date, after the transition is completed, when the Contractor begins to provide the Services under this Contract.

Acronym	Term	Definition
SSD	Social Service District, AKA District(s) or district(s)	New York State County district offices for the Department of Social Services (DSS). When used in this Agreement this may also include other Programs set up as Districts in the system.
TANF	Temporary Assistance to Needy Families	A category of assistance required by Federal and State laws and delivered by the districts of New York State.
	Vault Card	Card issued from the district to access benefits prior to receipt of permanent card. These cards expire after 90 days from issuance.
VRRP	Virtual Router Redundancy Protocol	This is a computer networking protocol that provides for automatic assignment of available Internet Protocol (IP) routers to participating hosts. This increases the availability and reliability of routing paths via automatic default gateway selections on an IP subnetwork.
WAN	Wide Area Network	Any internet or network that covers an area larger than a single building or campus.
WMS	Welfare Management System	The NY State computer system developed for the purpose of maintaining an eligibility file and benefit authorization system for services delivered by the districts of New York State.
WSDL	Web Services Description Language	An XML based language for describing Web services and how to access them.
XML	Extensible Markup Language	A markup language designed to carry data.

Appendix H Deliverables

Deliverable number	Item	Days/Date from OSC Approval
1	Detailed draft work plan as described in Section IV.B.3.e. of the RFP	30 Days
2	Weekly updates to draft work plan and schedules	Weekly
3	Copies of all subcontracts for OTDA review/approval	30 Days
4	General design documents	30 Days
5	Identification of primary mailed card site	30 Days
6	Identification of secondary (backup) location for mailed cards	30 Days
7	Detailed design documents, database conversion agreements and conversion plan, draft	30 Days
8	All systems, user, and acceptance test plans including the schedules and test scripts	30 Days
9	Detailed equipment list	30 Days
10	Provide resumes, as per Appendix W, to OTDA for Key Staff for review and approval.	58 Days
11	Inventory control procedures, draft (Vault Cards and Permanent Plastic)	74 Days
12	Detailed design documents, database conversion agreements and conversion plan, final	74 Days
13	Detailed listing of consumables, proof of purchase, inventory design documents	74 Days
14	User Test System networked and available for State use	74 Days
15	Test Reports	74 days and Ongoing as needed
16	Backup and recovery plans	74 Days
17	Identify operations staff for mailed card production and for OTC site in New York City. Submit Organizational Chart	74 Days
18	Training Plans and Training Manuals	74 Days
19	Operations Procedure Manuals and Inventory Control Procedures, final	74 Days

Deliverable number	Item	Days/Date from OSC Approval
20	Database Conversion Reports	74 Days
21	Equipment proof of delivery and maintenance contracts	104 Days
22	Finalized complete systems documentation, Quality Assurance and Control Manual	158 Days
23	Issue Escalation Flow Chart and Contact Data	158 Days
24	Written certification that Primary, Back-Up, and OTC sites are ready for card production	158 Days
25	Successful Completion of User Acceptance Test Requirements as specified in SOW Section III.L.	170 Days
26	Production Start Date	180 Days

Appendix I New York State Insurance Requirements

Prior to the commencement of work, the Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of the Contract, and any renewal or extensions thereof, policies of insurance as set forth in this Appendix I. All insurance required by the Appendix I shall be written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York with an A.M. Best Company rating of "A-" Class "VII" or better or as acceptable to the Office of Temporary and Disability Assistance (OTDA).

The OTDA may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit; or other documents demonstrating the company's strong financial rating. If during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the Insurance must be replaced, on or before the renewal date of the policy with Insurance that meets the requirements above.

The Contractor shall deliver to the OTDA evidence of the insurance required by this Appendix I in a form acceptable to the OTDA. These policies must be written in accordance with the requirements of the paragraphs below, as applicable. Acceptance and/or approval by the OTDA does not, and shall not be construed to, relieve the Contractor of any obligations, responsibilities, or liabilities under the Contract.

The Contractor shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract, and any extension or holdover thereof.

General Conditions

A. Conditions Applicable to Insurance.

All policies of insurance required by this Contract must comply with the following requirements:

- 1. Coverage Types and Policy Limits.** The types of coverage and policy limits required from the Contractor are specified below in paragraph B. *Specific Coverages and Limits.*
- 2. Policy Forms.** Except as otherwise specifically provided herein or agreed to in writing by OTDA, all policies of insurance required by this section shall be written on an occurrence basis. Under certain circumstances, the OTDA may elect to accept policies written on a Claims-Made basis provided that, at a minimum, the policy remains in force throughout the performance of the services and for three (3) years after completion of the Contract. If the policy is cancelled or not renewed during that time, the Contractor must purchase, at its sole expense, Tail Coverage sufficient to cover the 3-year period after completion of the Contract. Written proof of this extended reporting period must be provided to the OTDA prior to the policy's expiration or cancellation.

3. Certificates of Insurance/Notices. The Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to OTDA, (i.e., an ACORD Certificate), before commencing any work under this Contract and thereafter, pursuant to the timelines set forth in Section A.13 below. Certificates shall reference the Contract number and shall name the OTDA as the Certificate holder. Certificates shall be mailed to the: **Office of Temporary and Disability Assistance, Bureau of Contract Management, 40 North Pearl Street, 12D, Albany, NY 12243** as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to the OTDA and in accordance with the New York State Insurance Law (i.e.: an ACORD Certificate);
- Disclose any Deductible, Self-Insured Retention, Aggregate Limit or any exclusion to the policy that materially changes the coverage required by the Contract;
- Specify the Additional Insureds and Named Insureds as required herein;.
- Refer to this Contract by number and any other attachments on the face of the certificate;
- Be signed by an authorized representative of the insurance carriers; and
- Contain the following language in the Description of Operations/Locations/Vehicles section: Additional Insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the Additional Insureds.

ONLY original documents (Certificate(s) of Insurance, any Endorsements and other attachments) or electronic versions of the same that can be directly traced back to the Insurer, Agent or Broker via e-mail distribution or similar means will be accepted.

4. Primary Coverage. All liability insurance policies (with the exception of Professional Liability) shall provide that the required coverage shall be primary and non-contributory coverage to other insurance available to OTDA. Any other insurance maintained by OTDA shall be excess of and shall not contribute with the Contractor's insurance.

5. Breach for Lack of Proof of Coverage. The term of the Contract shall not commence if the coverage provisions and limits of the policies provided by the Contractor do not meet the provisions and requirements of this section or proof of compliance is not provided to the OTDA. In addition, the failure to comply with the requirements of this section at any time during the term of the contract, and any extension or holdover thereof, shall be considered a breach of the terms of the Contract and shall allow the OTDA to avail itself of all remedies available under the contract, at law or in equity.

6. Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable Deductibles or Self-Insured Retentions for each listed policy. Deductibles or Self-Insured Retentions above \$100,000.00 are subject to approval from the

OTDA. Such approval shall not be unreasonably withheld, conditioned, or delayed. The Contractor shall be solely responsible for all claim expenses and loss payments within the Deductible or Self-Insured Retentions. If the Contractor is providing the required Insurance through Self-Insurance, evidence of the financial capacity to support the Self-Insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.

7. Subcontractors. Prior to the commencement of any work by a subcontractor, the Contractor shall require such subcontractor to procure policies of Insurance that comply with the requirements of this section, as applicable, and maintain the same in force during the term of any work performed by that subcontractor. Required Insurance limits should be determined commensurate with the work of the subcontractor. An Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor, pursuant to the timelines set forth in Section A.13 below, as applicable, and to the OTDA upon request. For subcontractors that are Self-Insured, the subcontractor shall be obligated to defend and indemnify the above-named Additional Insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such Insurance policies.

8. Waiver of Subrogation. The Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the Contractor's right of Subrogation against The People of the State of New York, the New York State Office of Temporary and Disability Assistance and their officers, agents, and employees, or, if such waiver is unobtainable provide one of the following to the OTDA prior to the commencement of the Contract: (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York and the New York State Office of Temporary and Disability Assistance and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York and the New York State Office of Temporary and Disability Assistance and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

9. Additional Insured. The Contractor shall cause to be included in each of the liability policies required below, ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage, such as the combination of the CG 20 10 12 19 and CG 20 37 12 19) and form CA 20 48 10 13 (or a form or forms that provide equivalent coverage), naming as Additional Insureds: The People of the State of New York, the New York State Office of Temporary and Disability Assistance and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to the OTDA prior to the commencement of the Contract and pursuant to the timelines set forth in Section

A.13. below. A blanket Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage is also acceptable. For Contractors that are Self-Insured, the Contractor shall be obligated to defend and Indemnify the above-named Additional Insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this section had the Contractor obtained such Insurance policies.

10.Excess/Umbrella Liability Policies. Required Insurance coverage limits may be provided through a combination of primary and Excess Liability and Umbrella Liability policies. If coverage limits are provided through Excess Liability and Umbrella Liability policies, then a Schedule of Underlying Insurance listing policy information for all underlying Insurance policies (Insurer, policy number, policy term, coverage and limits of Insurance), including proof that the Excess Liability and Umbrella Liability Insurance follows form, must be provided upon request.

11.Notice of Cancellation or Non-Renewal. Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of Insurance, the Contractor shall provide the OTDA with a copy of any such notice received from an Insurer together with proof of replacement coverage that complies with the requirements of this section.

12.Policy Renewal/Expiration. Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this solicitation and any Contract resulting from this solicitation shall be delivered to the OTDA. If, at any time during the term of this contract, and any extension or holdover thereof, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Contract or proof thereof is not provided to the OTDA, OTDA shall have the right to avail itself of all remedies available under the contract, at law or in equity, including requiring the Contractor immediately cease work under the contract. In such case, the Contractor shall not resume work under the Contract until authorized to do so by the OTDA. Any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by the Contract or not providing proof of the same in a form acceptable to the OTDA, shall not give rise to a delay claim or any other claim against the OTDA.

13.Deadlines for Providing Insurance Documents after Renewal or Upon Request. As set forth herein, certain Insurance documents must be provided to the OTDA after renewal or upon request. This requirement means that the Contractor shall provide the applicable Insurance document to the OTDA as soon as possible but in no event later than the following time periods:

- For Certificates of Insurance: five (5) business days from request or renewal, whichever is later;
- For information on Self-Insurance or Self-Insured Retention programs: fifteen (15) calendar days from request or renewal, whichever is later;

- For other requested documentation evidencing coverage: fifteen (15) calendar days from request or renewal, whichever is later;
- For Additional Insured and waiver of Subrogation endorsements: thirty (30) calendar days from request or renewal, whichever is later; and
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: five (5) business days from request or renewal, whichever is later.

Notwithstanding the foregoing, if the Contractor shall have promptly requested the Insurance documents from its Broker or Insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its Insurer and submit them to the OTDA, the OTDA shall extend the time periods set forth above for a reasonable period, that shall in no event exceed thirty (30) calendar days from request or renewal, whichever is later.

B. Specific Coverages and Limits

The types of insurance and minimum policy limits shall be as follows:

1. Workers' Compensation

For work to be performed in New York State, the Contractor shall provide and maintain full New York State (NYS listed in item 3a of the policy's Information Page) coverage during the life of this Contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

If the Contract involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act and/or Jones Acts policy as applicable must be provided. Any waiver of this requirement must be approved by OTDA and will only be granted in unique or unusual circumstances.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

- a. **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
- b. **Form SI-12** – Certificate of Workers' Compensation Self-Insurance; or **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-insurance; or
- c. **CE-200** – Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier.

2. Disability Benefits

For work to be performed in New York State, the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by OTDA and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the Workers' Compensation Board:

- a. **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
- b. **Form DB-120.2** – Certificate of Participation in Disability Benefits Group Self Insurance; or
- c. **Form DB-155** - Certificate of Disability Benefits Self-Insurance; or
- d. **CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier.

3. Commercial General Liability

Commercial General Liability Insurance, (CGL) covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this contract, using form CG 00 01 12 07 or a policy providing equivalent coverage. The limits under such policy shall not be less than the following:

- Each Occurrence limit - \$2,000,000
- General Aggregate – \$4,000,000
- Products/Completed Operations – \$2,000,000
- Personal Advertising Injury – \$1,000,000
- Damage to Rented Premises – \$50,000
- Medical Expense – \$5,000

Coverage shall include, but not be limited to, the following:

- premises liability;
- independent contractors/subcontractors;
- blanket contractual liability, including tort liability of another assumed in a contract;
- defense and/or indemnification obligations, including obligations assumed under this contract;
- cross liability for additional insureds;
- products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by the contract;
- explosion, collapse, and underground hazards, contractor means and methods; and

- liability resulting from Section 240 or Section 241 of the New York State Labor Law.11.

The following ISO forms must be endorsed to the policy if applicable:

- a. CG 20 10 11 85, or an equivalent – Additional Insured - Owner, Lessees or Contractors (Form B).
- b. CG 25 03 11 85 or an equivalent – Designated Construction Project(s) general aggregate limit (only required for construction contracts).

Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

Policies shall name the Office of Temporary and Disability Assistance as Additional Insured, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term. This coverage is applicable for contracts involving the erection, demolition, repairing, altering, painting, cleaning or pointing of a building or structure.

The CGL policy, and any umbrella/excess policies used to meet the “Each Occurrence” limits specified above, must be endorsed to be primary with respect to the coverage afforded the Additional Insureds, and such policy(ies) shall be primary to, and non-contributing with, any other insurance maintained by OTDA. Any other insurance maintained by OTDA shall be excess of and shall not contribute with the Contractor’s or Subcontractor’s insurance, regardless of the “Other Insurance” clause contained in either party’s policy(ies) of insurance, if applicable.

When the work involves construction or demolition within 50 feet of rail stations, yards, tracks, or other railroad property, the exclusion for work done within 50 feet of railroad property (the “Railroad” exclusion) must be deleted. Also see requirements for Railroad Protective Liability insurance.

4. Commercial Automobile Liability

Commercial Auto Liability insurance covering liability arising out of the use of any motor vehicle in connection with the contract, including owned, leased, hired and non-owned vehicles bearing or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least two million dollars (\$2,000,000) and shall name OTDA as additional insured. The limits may be provided through a combination of primary and umbrella/excess liability policies. If the Contract involves the removal of hazardous waste or otherwise transporting hazardous materials, pollution liability coverage for covered autos shall be provided by form CA 99 48 03 06 or CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached.

5. Professional Liability

The Contractor and any subcontractor retained by the Contractor to work on the Contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of five million dollars (\$5,000,000) each claim issued to and covering damage for liability imposed on the Contractor by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this contract. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase, at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

If applicable, the Contractor shall provide coverage for its negligent act, error or omission in rendering or failing to render professional services required by this Contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants.

6. Technology Errors and Omissions Liability Insurance.

The Contractor shall maintain, during the term of the contract, Technology Errors and Omissions Liability Insurance providing coverage for damages arising from computer related services, including, but not limited to, one or any combination of the following: (A) consulting, (B) data processing, (C) programming, (D) system integration, (E) hardware development, (F) software development, (G) installation, (H) distribution or maintenance, (I) systems analysis or design, (J) training, (K) staffing or other support services, (L) cloud computing services, and (M) any electronic equipment, computer software developed, manufactured, distributed, licensed, marketed or sold. Technology Errors and Omissions Liability Insurance will be maintained with a limit of not less than five million dollars (\$5,000,000) for each occurrence or claim arising out of and attributable to the Contractor's work.

This policy must include coverage for third-party fidelity, including cyber theft. If the policy is written on a Claims-Made basis, the Contractor must provide to the Agency proof that the policy provides the option to purchase Extended Reporting Period ("tail coverage") providing coverage for no less than one (1) year after work is completed in the event that coverage is canceled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

7. Data Breach/Cyber Liability.

The Contractor shall maintain during the term of this Contract and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect Confidential Information and failure of the security of the Contractor's computer systems or the State's systems due to the actions of the Contractor which results in unauthorized access to State Data. Cyber Liability Insurance will be maintained with a limit of not less than ten million dollars (\$10,000,000) per claim. The Cyber Liability policy must include, at a minimum, coverage for the following (or their functional equivalent):

- Security and privacy liability
- Privacy regulatory defense and penalties
- Privacy notification costs;
- Regulatory defense and penalties;
- Website media liability; and
- Cybertheft of agency property and data
- Media liability
- Event management costs (Including forensics)
- Notification and monitoring expenses
- Extortion, including the payment of ransom demands
- Business and network interruption and recovery
- Data Restoration
- Failure to protect confidential information, including personally identifiable nonpublic information
- Dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons
- Liability arising from the introduction of a computer virus into, or otherwise causing damage to, the State's or a third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon
- Liability arising from theft, dissemination, and/or use of confidential information stored or transmitted in electronic form, including but not limited to money and securities
- Network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure
- Professional Liability

If the policy is written on a claims made basis, Contractor must submit to the State an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

8. Crime

CRIME INSURANCE, on "loss sustained form" in an amount not less than five million dollars (\$5,000,000) including coverage for:

- Employee Theft;
- Forgery or Alteration;
- Inside the Premises - Theft of Money and Securities;
- Inside the Premises - Robbery or Safe Burglary of Other Property;
- Outside the Premises;
- Computer Fraud; and
- Money Orders and Counterfeit Paper Currency.

Policy must allow for reporting of circumstances or incidents that might give rise to future claims. The policy must include an extended reporting period of no less than three years with respect to events which occurred but were not reported during the term of the policy. It is important to remember for this line of coverage that no two policies are identical and terminology can be confusing. Due to this fact and the potential risks including security, privacy, media/content, regulatory actions; consultation with your respective Insurance Analyst and Legal counsel is recommended.

OTDA, including its affiliates and subsidiaries, must be included as “Loss Payees” as respects this specific amount as their interests may appear. Any warranties required by the insurer must be disclosed and complied with. Said insurance shall extend coverage to include the principals.

9. Umbrella and Excess Liability

When the limits of the CGL, Auto, and/or Employers’ Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary. Any insurance maintained by the OTDA or any additional insured shall be considered in excess of and shall not contribute with any other insurance procured and maintained by the Contractor including primary, umbrella and excess liability regardless of the other insurance clause contained in either parties policy.

Appendix O

Service Levels and Performance Standards

Performance Standards

The Contractor's Services must meet the performance requirements, specifications, and standards set forth in the Contract. In addition, section 4 below sets forth certain Performance Standards which have associated "liquidated damages" that OTDA may impose for failure to meet a Performance Standard. As used herein, any such "liquidated damages" shall have no actual cash value except as a deduction against a monthly invoice, be subject to applicable caps as set forth herein, and shall only be applied for Services rendered during the Term of this Contract.

Section 1. Reporting of Performance Standards

The Contractor shall submit with each monthly invoice a compliance report (the "Compliance Report") identifying each Performance Standard set forth in Section 4 and associated service level achieved or not, during the month.

Each Compliance Report must provide in detail the actual measure of performance for each specific Performance Standard in Section 4.

The Compliance Report must include a computation of the amount of the liquidated damages if the Contractor failed to meet a Performance Standard in Section 4.

In the event a monthly invoice fails to include a Compliance Report for the given month, then OTDA may deem the invoice to be incomplete, resulting in non-payment, without interest accrual, until a satisfactory Compliance Report is submitted to OTDA.

Section 2. Liquidated Damages and Corrective Action Plan

If the Contractor fails to achieve a Performance Standard set forth in Section 4, as measured by either Contractor's Compliance Report or the result of OTDA's monitoring, then OTDA in its sole discretion may:

- A. require the Contractor to develop and implement a Corrective Action Plan (CAP) addressing such failure(s). The CAP must be delivered to the OTDA Project Manager within five (5) business days of receipt of a written request by OTDA thereof. If the Contractor fails to deliver the CAP within five (5) business days of the request, OTDA may instead assess the appropriate liquidated damages as specified in Section 4 below, or
- B. Assess liquidated damages as described in Section 4.

If a performance failure has been determined to occur based either on Contractor's Compliance Report or as a result of OTDA's monitoring, and OTDA has required the Contractor to submit a CAP under Section 2.A. above (as opposed to OTDA assessing

liquidated damages under Section 2.B. above), and such failure as set forth in the CAP remains uncured for 10 business days, then the applicable liquidated damages credit shall be assessed by OTDA.

In the event that the Contractor fails to satisfactorily perform a contractual service not included in Section 4, then OTDA may withhold a commercially reasonable amount of funds until OTDA determines that such failure has been adequately cured by the Contractor. Such withholding of funds may only occur after OTDA notifies the Contractor in writing of such a failure and the Contractor fails to materially cure such failure within 10 Business Days of receipt of notification of such failure. In the event OTDA determines that such failure is not materially cured within such 10-Business Day period, then OTDA may withhold a commercially reasonable amount of funds until the failure is so cured. The amount of money withheld by OTDA shall represent the reasonable value of such failure. OTDA shall pay the Contractor any withheld funds when it deems that the associated failure has been materially cured.

Notwithstanding the terms set forth herein, in no event shall the value of all aggregate liquidated damages (credits) under the Contract for failures to achieve Performance Standards exceed a total of \$40,000 per day ("Liquidated Damages Super Cap").

Section 3. Calculation of Liquidated Damages

OTDA may apply the liquidated damages below as a deduction from the Contractor's monthly invoice as described herein for failure to meet a Performance Standard in Section 4. These liquidated damages are not a penalty but shall be in lieu of other remedies and may be deducted from payments due or to become due to Contractor. When a benchmark is measured monthly and a period begins after the first day of a month or ends before the last day of a month, then such period shall be measured and adjusted to reflect the number of days during the month in which the Performance Standard applies, and the pro-rata liquidated damage/credit (if any), based upon the number of days during such abbreviated monthly period.

Section 4. Performance Standards and Associated Liquidated Damages

#	Performance Standard	Benchmark/ Threshold Measurement and Frequency	Liquidated Damages / Calculations
1	<p>Mailed Cards Produce and mail within the continental United States, upon receipt of all card request data, within two (2) business days or within the lesser time-frame, if committed to in Contractor's Proposal. Contractors committing to a lesser timeframe will be held to the standard of the lesser timeframe. Appendix W § III.F.1.a) and § III.F.1.c)(2) detail Contract Minimum Time-Frame Requirements. Delays caused by network issues out of the control of the Contractor will not be considered a performance standard failure. See Appendix W § III.F.1.a) and § III.F.1.c)(2)</p>	<ul style="list-style-type: none"> Measurement of this standard will be as follows: <ul style="list-style-type: none"> i. The business date on which each record is received by the Contractor will be considered day zero. ii. Day one will be the first business day following day zero. iii. Day two will be the first business day following day one. iv. Cards will be considered delayed if mailed one or more days 	<p>Delays in mailing cards within the requirements detailed in Appendix W § III.F.1.a) and § III.F.1.c)(2), or the lesser timeframe if committed to by the Contractor, in their proposal and as reflected on the Mailed Card Issuance Monitoring Report, will result in liquidated damages being assessed as follows:</p> <ul style="list-style-type: none"> i. One (1) day of delay--No charge to the State for the card production and postage costs for all cards delayed. ii. Each additional day of delay--No charge to the State as above and subject to the computed delay penalties as listed below: <ul style="list-style-type: none"> Computed damages are equal to the cost of the number of cards delayed times the number of total days delayed minus one (1). Example: 5,000 cards delayed for 3 days will be assessed at the rate of the cost of one card times 5,000 times 2 (10,000 cards). The price per card in effect at that point of time in the life cycle of the contract will be used in determining damages. The postage rate in effect at the time of delayed mailing will only apply to the initial count of cards that would have been mailed. Example: 5,000 cards delayed for 3 days

#	Performance Standard	Benchmark/ Threshold Measurement and Frequency	Liquidated Damages / Calculations
		<p>beyond the requirements detailed in Appendix W §III.F.1.a) and § III.F.1.c)(2)</p> <ul style="list-style-type: none"> Monthly 	<p>equates to damages assessed as follows:</p> <p>5,000 cards times 2 equals 10,000 cards</p> <p>Postage would only apply to the initial 5,000 cards reported late.</p>
2	<p>OTC Production at the New York City OTC Site</p> <p>Produce and have ready for client pickup at the Contractor issuance window(s) located at the NYC OTC site completed CBICs customized with the individual's demographics within forty-five (45) minutes of receipt of the referral or the lesser time if committed to in the Contractor's Proposal. See, Appendix W §III.F.2.c).</p>	<ul style="list-style-type: none"> 100% of all CBICs at NYC's OTC Site The time tracking system on which the performance standard will be measured is from the point in time that the referral is received at the Contractor issuance window. Monthly 	<p>Liquidated damages may be assessed by OTDA at the rate of \$300 for each percentage below the 100% standard for each day of the month in which the standard is not met. On days when the vault card system needs to be operated due to failure of the Contractor system, then liquidated damages may be assessed at the rate of \$1,500 per hour, that the vault card system must be operational, except where the Contractor demonstrates that the failure to meet a standard was caused by factors beyond his responsibility or control, (e.g. interruption of State system that provides Contractor relevant card data).</p>

#	Performance Standard	Benchmark/ Threshold Measurement and Frequency	Liquidated Damages / Calculations
3	Record Process Inbound records confirming card production are used by the OTDA CBIC System to provide information to local workers regarding card issuance status. Contractor assures that, each card produced will generate a record to OTDA confirming the production of that card. Card request records for which OTDA has not received an inbound record confirming production of the card within three (3) days of transmission of the card request record to Contractor will be considered “not produced” if the record was not superseded by a subsequent request. See, Appendix W, §II.A.	<ul style="list-style-type: none"> • 100% of those missing record(s) • Monthly 	For those missing record(s), liquidated damages may be assessed by OTDA at the rate of two (2) times the value of the associated card(s). Assessment of these damages does not preclude OTDA from assessing liquidated damages for mail delays.
4	Duplicate Cards Contractor assures that there will not be any duplicate cards produced from a single card request record. This assessment will not be applied if the Contractor is able to prevent and document that the duplicate card was not mailed or	<ul style="list-style-type: none"> • 100% of duplicate cards • Monthly 	Liquidated damages may be assessed by OTDA at the rate of \$10.00 per duplicate card.

#	Performance Standard	Benchmark/ Threshold Measurement and Frequency	Liquidated Damages / Calculations
	delivered to the client. Evidence of duplicate cards may be, but are not limited to, the return of the card to the OTDA project staff for destruction by SSD staff, the inclusion of a card record on multiple reports to the state, or the detection of duplicate inbound "card produced" records if it is conclusively shown the duplication event occurred. See Appendix W § III.F.1.a).		
5	Card Standards The Contractor agrees they must produce cards that meet all the standards defined in Appendix W. Cards with any or all of the following defects will be considered unacceptable: <ul style="list-style-type: none"> i. Incorrect or unreadable magnetic stripe ii. Incorrect or unreadable client information iii. Incorrect, missing or unreadable graphics, text or other required data/information iv. Incorrect or unreadable 	<ul style="list-style-type: none"> • 100% of those missing record(s) • Monthly 	Liquidated damages may be assessed by OTDA at the rate of \$10.00 per unacceptable card.

#	Performance Standard	Benchmark/ Threshold Measurement and Frequency	Liquidated Damages / Calculations
	<p>chip</p> <p>v. Card does not comply with ISO and/or ANSI Standards</p> <p>vi. Card does not meet durability Standards</p> <p>Evidence of unacceptable cards may be, but are not limited to, the cards being returned to the OTDA project staff by SSD staff and found not to conform to the above requirements. See Appendix W.</p>		
6	<p>Availability of the Card Administration System</p> <p>The Contractor assures that the Administrative System will be available for all functionality by OTDA 24/7/365. See Appendix W §III.Q.</p>	<ul style="list-style-type: none"> • 100% • Daily 	Failure to comply with these timeframes and all other Administrative System requirements will be assessed and charged at \$250 per day.
7	<p>Availability of the User Test System</p> <p>The Contractor assures that a fully supported User Test System will be available for the life of the Contract and any extension thereof.</p> <p>Complete end-to-end testing of</p>	<ul style="list-style-type: none"> • 100% • Daily 	Failure to comply with requirement will be assessed and charged at \$250 per day.

#	Performance Standard	Benchmark/ Threshold Measurement and Frequency	Liquidated Damages / Calculations
	all components of the system will be available during the period of user and acceptance testing prior to system start up, and for the duration of the Contract and any extensions. The card-printing component of the User Test System may be suspended at any time at OTDA's discretion. OTDA will give the Contractor advanced notice to make this component available when needed. Appendix W §III.L.		
8	Reporting Requirements Delay in the production and distribution of the daily and monthly reports as described in §III.T. of this SOW. See Appendix W §III.T.	<ul style="list-style-type: none"> • All monthly reports will be due by the 14th day of the month following the reporting period. • All daily reports will be due to OTDA by the 3rd day following the day for which the report was produced. 	Liquidated damages for late reports may be assessed according to the following schedule: <ul style="list-style-type: none"> i. \$500 a day for failure to comply with each of the monthly compliance reporting requirements as listed in §III.T. of the SOW. ii. \$250 a day for failure to comply with all other report requirements listed in §III.T. of the SOW iii. Reports deemed to be inaccurate must be replaced at no additional cost to OTDA. Inaccurate reports will be considered not produced and subject to the liquidated damages stated above.

#	Performance Standard	Benchmark/ Threshold Measurement and Frequency	Liquidated Damages / Calculations
		<ul style="list-style-type: none"> Date of receipt of the electronic reports on the State server provided for this function will constitute the delivery date of the report. 	
9	Failure to meet the contract start-up date for card production	<ul style="list-style-type: none"> Per failure Daily 	The Contractor agrees to be assessed all incremental costs per cards for retaining the previous contractor's services or any other contractor services times the actual card production volume during the delay plus \$5,000/day plus any other costs incurred by OTDA or NYC HRA, one time or per card, for the continued production of CBIC.
10	Availability of Contractor's Network The Contractor's network or back-up network must be available 24/7/365. See Appendix W §III.S.4.	<ul style="list-style-type: none"> Per failure Hourly 	Failure of the Contractor's ability to distribute data to all Contractor sites may result in liquidated damages being assessed at the rate of \$1,500 per hour.

Appendix T

Draft Agreement

State of New York
Office of Temporary and Disability Assistance
Contract Number CXXXXXX

Common Benefit Identification Card

THIS AGREEMENT (hereinafter "Agreement" or "Contract") is made by and between the New York State Office of Temporary and Disability Assistance (hereinafter "OTDA") whose main office and principal place of business is 40 North Pearl Street, Albany, New York, 12243, and **Enter Contractor Name here** the Contractor (hereinafter "Contractor" or "Vendor") whose office is located at **Enter contractor's address here** is effective as of the date of approval by the New York State Office of the State Comptroller after execution by all parties.

W I T N E S S E T H

WHEREAS, OTDA requires Common Benefit Identification Card; and

WHEREAS, to meet this requirement OTDA, issued a Request for Proposal (RFP), for the purposes of entering into an Agreement for the Common Benefit Identification Card; and

WHEREAS, the Contractor reviewed and analyzed the OTDA's needs as contained in said Common Benefit Identification Card, and submitted a Proposal; and

WHEREAS, the Contractor is engaged in the business of providing services, with the skills necessary to fulfill the needs pursuant to the terms of this AGREEMENT; and

WHEREAS, based upon the evaluation of various proposals submitted in response to the Common Benefit Identification Card, it has been determined that the Contractor's proposal offered the best value solution and it would be in the best interest of OTDA to retain the Contractor to perform the Services in accordance with the terms and conditions of this Agreement.

WHEREAS, the OTDA, in reliance upon the expertise of the Contractor, selected the Contractor as the successful respondent to the required Services, and desires to engage the Contractor to fulfill the OTDA's needs under the terms and conditions hereinafter set forth; and

WHEREAS, the Contractor is ready, willing and able to provide such Services.

NOW, THEREFORE, in consideration of the terms set forth and the mutual covenants and obligations of the parties, the parties do hereby agree as follows:

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Contents

ARTICLE 1: AGREEMENT DURATION AND AMENDMENT	4
ARTICLE 2: MERGER OF DOCUMENTS/CONFLICTS OF CLAUSES	4
ARTICLE 3: COMPENSATION	4
ARTICLE 4: PAYMENT AND INVOICES	5
ARTICLE 5: MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISE (MWBE) REPORTING REQUIREMENTS	9
ARTICLE 5a: PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES	10
ARTICLE 6: NOTICES	12
ARTICLE 7: SERVICES	12
ARTICLE 8: CONFLICTS OF INTEREST	13
ARTICLE 9: RESPONSIBILITY TERMS	14
ARTICLE 10: TRANSITION	15
ARTICLE 11: RECORDS	15
ARTICLE 12: LETTER OF CREDIT	16
ARTICLE 13: LOBBYING CERTIFICATION	16
ARTICLE 14: OTHER AGENCY USE	17
ARTICLE 15: CHANGE ORDERS	17
ARTICLE 16: MISCELLANEOUS PROVISIONS	19
ARTICLE 17: ENTIRE AGREEMENT AND APPROVALS	20

ARTICLE 1: AGREEMENT DURATION AND AMENDMENT

THIS AGREEMENT shall commence upon November 25, 2025, or the date of final required approval by the Office of the State Comptroller (OSC), whichever is earlier, and shall continue for the transition period of up to six (6) months plus a five (5)-year term, subject to the termination provisions of Appendix B, Section 35.

OTDA shall have the right to re-negotiate the terms and conditions of the Agreement in the event applicable New York State or Federal statutes, policy, rules, regulations and/or guidelines are altered from those existing at the time of the execution of this Agreement, in order to be in continuous compliance therewith. It shall be understood that, in the event OTDA and the Contractor are unable to mutually agree to a set of terms and conditions through re-negotiation, the terms and conditions required to continue the Agreement in compliance with revised State or Federal statutes, policy, rules, regulations and/or guidelines shall be decided by the Commissioner of OTDA or his/her duly authorized representative(s) or designee(s).

Unless otherwise provided, this Agreement is subject to amendment only upon mutual consent of the parties, reduced to writing and approved by OSC.

ARTICLE 2: MERGER OF DOCUMENTS/CONFLICTS OF CLAUSES

This Agreement shall be deemed inclusive of the following documents. Only documents expressly mentioned below shall be deemed part of this Agreement.

Conflicts between these documents shall be resolved in the following order of precedence:

- A. Appendix A – Standard Clauses for New York State Contracts
- B. Amendments to this Contract (if any)
- C. AGREEMENT – (This Document)
- D. Appendix B-1 OTDA Security and Confidentiality Terms
- E. Appendix B – OTDA Terms and Conditions
- F. Appendix C – Offeror's Certified Statements, as completed by the Contractor
- G. Appendix P as completed by the Contractor and approved by OTDA
- H. The RFP, including all RFP amendments, the Questions and Answers, all Appendices, Attachments and Exhibits
- I. Contractor's Proposal, including all Appendices, Attachments and Exhibits as completed by the Contractor

The document most recent in time in each category above shall take precedence over any conflicting document included in such category.

ARTICLE 3: COMPENSATION

OTDA shall compensate the Contractor pursuant to this Agreement in accordance with the Financial Proposal as set forth in the Contractor's Proposal, (Appendix P).

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Pricing adjustments for years two (2) through five (5) of the Agreement can be requested by the Contractor and must be submitted in writing sixty (60) days prior to the yearly anniversary of the contract start date. Pricing shall be subject to an increase or decrease consistent with the percentage change in the Consumer Price Index (CPI-U) for the twelve (12) month period ending 3 months prior to the expiration date (for example, a Contract ending in March, the lookback period shall be the preceding 12 months of January-December). Such adjustments will be limited to no more than 3% per contract year. CPI-U means the annual rate of increase in the US City Average Index for all urban consumers (CPI-U) for the category of all items before seasonal adjustments, as reported by the U S. Department of Labor, Bureau of Labor Statistics.

ARTICLE 4: PAYMENT AND INVOICES

The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed.

Vendor Maintenance and the Statewide Financial System:

The contractor must maintain up to date vendor files as required by the New York State Office of the Comptroller (OSC), including the requirement to file a Substitute Form W-9. Vendors that are not currently registered with a New York Statewide Financial System (SFS) Vendor File will need to complete an [AC3237-S New York State Substitute Form W-9](#) and return it to OTDA's Bureau of Contract Management to initiate the creation of a New York State Vendor File.

The SFS Self-Service Portal online application is the preferred method to perform updates to a vendor's New York State vendor account information on the Vendor File. If you have not already signed up for this convenient and helpful tool, information on doing so is also available on the State Comptroller's website at: www.osc.state.ny.us/vendor_management. Any changes to your business name, structure, taxpayer ID or any other change that may require a new vendor file should be reported to OTDA promptly. Technical questions regarding your SFS Vendor Profile can be directed to: HelpDesk@sfs.ny.gov.

Invoicing:

The Contractor shall submit only ONE complete and accurate monthly invoice (with ONE unique invoice number) for all services/cumulative periods of services rendered during that month; along with a completed Claim for Payment Form ([AC 3253-S](#)). Invoices must be sent to OTDA's designated payment office, the New York State Business Services Center (BSC) in order to receive payment. Payments to the Contractor shall be based on the prices and/or rates set forth in APPENDIX P attached hereto and should be invoiced at the proper rate.

Invoices/Claims for Payment not received by OTDA within 183 days of the good or service being provided may not be paid. Any dispute or unresolved payment issue must

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be brought to the attention of OTDA in writing within one calendar year of the date of service to receive consideration by OTDA.

If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by OTDA. Monthly invoicing shall be submitted in arrears by the Contractor.

Invoices must contain:

- The Contractor's legal business name,
- remit-to address,
- NYS Vendor ID#,
- Invoice Date (the date the invoice was created),
- A Unique Invoice Number,
- Contractor Contact Information,
- The Agency you are Billing (OTDA)
- Unit ID# TDA01,
- The NYS Contract ID Number for this Agreement (#####),
- The period of service for which the claim is made or reference to deliverable completed,
- A description of each invoiced item or service,
 - The date(s) of service,
 - the rate(s) charged as per Appendix P,
 - the unit of measure, and
 - the quantity of the item or service
- The cumulative invoice total being requested

If prompt payment discounts are applicable, the terms of the discounts **MUST** be included on all invoices as well as the amounts due if OTDA meets the terms, and the date for which the prompt payment discount(s) expires.

Invoices that do not comply with the above guidelines may be rejected and returned to the vendor for corrections.

The contractor shall send the Invoice and Claim for Payment Form to the BSC using the following guidelines:

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- Send only one invoice per email to AccountsPayable@ogs.ny.gov. The subject field should include: agency name and invoice number.
- Invoices must be in a non-editable format (preferably a PDF).
- Excel and Word files should be converted to PDF to ensure data presentation/integrity.
- Do not send zip files, encrypted, or password protected emails.
- Invoices should not include confidential information, such as social security numbers, patient names, and medical diagnosis.
- Preferably emails are under 20 mb and less than 100 pages.
- Invoices should not include gif files or pictures.
- DO **NOT** send Backup documentation to the BSC.

The contractor shall also concurrently supply the OTDA with a copy of the complete Invoice package, which was sent to the BSC, and all contractually required supporting documentation to the contact listed below:

A. Preferred Method: Email to OTDA at otda.sm.cees.ebt@otda.ny.gov with a subject field as follows for invoices:

Subject: Unit ID: TDA01 Contract #CXXXXXX

B. Alternate Method: Mail to OTDA at the following U.S. postal address:

NYS Office of Temporary and Disability Assistance
Attn: Jeffrey Handford
Office of Temporary and Disability Assistance
Employment and Income Support Programs
40 North Pearl Street, Floor 11C
Albany, New York 12243

The Contractor shall submit backup documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be complete and provided in a manner satisfactory and acceptable to OTDA. Additional supporting documentation may be requested by OTDA to support the invoice, as deemed necessary.

Additionally, the OTDA may at its discretion, withhold any payment due under this Agreement until such time as the Contractor has submitted to OTDA all Deliverables, including reports, which are due prior to invoice including those in accordance with the requirements of Appendix Z. These include when applicable, but are not limited to:

- Receipts
- timecards
- Reports
- Consultant Disclosure Form B

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- MWBE Contractors Compliance Reports

Any outstanding MWBE and SDVOB Contractor's Compliance Reports, if applicable, will be due when submitting the invoice for the final month of services rendered under the contract.

Form B must be received by the OTDA by the defined due date of April 30th. For contracts that end prior to March 31 of any calendar year, the Form B will be due when submitting the invoice for the final month of services rendered under the contract.

The State shall not be liable for the payment of any taxes under this Agreement, however, designated, levied, or imposed. No person, firm, or corporation is exempt from paying the State truck mileage, unemployment insurances taxes and other Federal, State, and local taxes to which the Contractor is subject.

The State represents that the Contractor is not liable for the payment of any transfer taxes including, but not limited to, sales taxes upon goods or services purchased for or provided for the State. For purposes of tax-free transactions under the Internal Revenue Code, the New York State Registration Number is 14740026K.

The State may, in its discretion, automatically generate a voucher in accordance with the contract. The State reserves the right to require the Contractor to submit billing invoices electronically.

Electronic Payments:

Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check. OSC's ePayments enrollment can be initiated and/or updated in the contractor's SFS Vendor Self-Service Portal.

Non-Compliance:

In the event that the Contractor submits an inaccurate or incomplete invoice, OTDA may refuse to pay the invoice and may return it to the Contractor with a written explanation for the decision to refuse payment. The Contractor must submit a corrected invoice within 30 days. OTDA reserves the right to deem the Contractor non-compliant and to terminate the contract if, after having been giving notice and an opportunity to cure, the Contractor fails to submit accurate and complete invoices on more than 3 occasions during the term of the contract.

Timeliness of Payments:

Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

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Lack of submission of any contractually required supporting documentation or inaccurate or incomplete invoices, may “stop the clock” on the invoice until proper documentation is submitted or issues are resolved.

Contractor Inquiry on Paid Invoices through SFS:

The Contractor may view payments and view other pertinent information in the SFS Vendor Portal. Advantages of using the SFS website include but are not limited to:

- 24/7 online access,
- Ability to create detailed reports in a few easy steps,
- Track and receive payments,
- Check Status of Purchase Orders,
- Maintain vendor information,
- See when your invoice will be paid,
- Review details about a payment you received

The contractor’s designated user can access the SFS Vendor Portal at: <https://esupplier.sfs.ny.gov>. Technical assistance can be obtained by contacting: HelpDesk@sfs.ny.gov.

For additional payment questions on previously submitted invoices or past due invoices, you may also contact the BSC at APInquiries@ogs.ny.gov.

ARTICLE 5: MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISE (MWBE) REPORTING REQUIREMENTS

The Contractor shall comply with New York State Executive Law Article 15-A, Appendix Z, and OTDA’s New York State Contract System compliance and reporting requirements as set forth below:

- A. OTDA has developed compliance requirements to ensure that (i) all Contractors as defined under Executive Law § 310 (3) (to include those who submit bids/proposals in an effort to be selected for Contract award as well as those successful Offerors/ proposers with whom OTDA enters into State Contracts, as defined in Executive Law § 310 (13) [hereinafter “Contractors”], as well as proposed or actual “Subcontractors”, as defined in Executive Law § 310 (14) shall comply with requirements to ensure Equal Employment Opportunities for Minority Group Members and Women, and, (ii) the meaningful participation of certified Minority or Women-owned Business Enterprises (MWBEs) in the OTDA procurement process. Contractors participating in and/or selected for procurement opportunities with OTDA shall fulfill their obligations to comply with applicable Federal, State and Local requirements concerning Equal Employment Opportunity and opportunities for Minority and Women Business Enterprises, including but not limited to the Statute and its implementing regulations as

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promulgated by the New York State Division of Minority and Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-145. Please refer to Appendix Z, attached and incorporated by reference herein, for the specific EEO/MWBE requirements.

- B. To streamline MWBE compliance tracking, vendors may now report payments and track goals using an electronic monitoring and compliance system. The New York State Contract System will allow vendors to electronically update their contact information, provide Subcontractor payment data for Contract audits and provide revenue and payment data for concession audits. The system will also allow Subcontractors to enter the system to verify receipt of Contractor payments. Data is to be submitted without change to the Contractor's MWBE Utilization Plan nor the MWBE participation goals as specified in the RFP or Contract, unless otherwise authorized by OTDA. The electronic monitoring and reporting system can be viewed at <https://ny.newnyContracts.com>. The Vendor Guide and Vendor Training Manual are available on the OTDA's internet site at <http://otda.ny.gov/Contracts/mwbe/forms.asp>.
- C. Please refer to Appendix Z for the specific EEO/MWBE requirements and associated forms required by this procurement. These forms are to be submitted without change to the MWBE participation goals as specified in the RFP or Contract, unless otherwise authorized by OTDA. The forms that are identified in Appendix Z are also available on OTDA's Internet site at <http://otda.ny.gov/Contracts/mwbe/forms.asp>.

For purposes of this Contract, OTDA hereby establishes an overall goal of **30%** for MWBE participation, **15%** for New York State certified Minority Business Enterprise ("MBE") participation and **15%** for New York State certified Women Business Enterprise ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A Contractor ("Contractor") on the subject Contract ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as Subcontractors or suppliers in the performance of the Contract and the Contractor agrees that OTDA may withhold payment pending receipt of the required M/WBE documentation. The New York State MWBE Directory can be viewed at: <https://ny.newnyContracts.com>. For guidance on how OTDA will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

ARTICLE 5a: PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. OTDA recognizes the need to promote the employment of service-

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disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OTDA contracts.

- A. Contractor agrees, to the maximum extent practical and consistent with legal requirements of the State Finance Law, the Executive Law and any implementing regulations, to use NYS certified Service-Disabled Veteran-Owned Business Enterprises (SDVOBs) in purchasing and utilizing commodities, services and technology that are of equal quality and functionality to those that may be obtained from non-SDVOBs.
- B. Contractor acknowledges being subject to the provisions of Executive Law Article 17-B and the applicable regulations (9 NYCRR Part 252), and that the directory of NYS certified SDVOBs is located at: <https://online.ogs.ny.gov/SDVOB/search>.
- C. Contractor acknowledges that the SDVOB utilization goal for this Agreement is **6%**.
- D. Contractor further acknowledges that this requirement is separate and distinct from the similar requirement elsewhere in this Agreement to utilize small, minority and women- owned businesses (M/WBEs), consistent with current State law (Executive Law, Article 15-A).
- E. Contractor agrees to report on actual participation by each SDVOB during the term of the contract to OTDA on a quarterly basis according to policies and procedures set by OTDA in Appendix Y of this contract.
- F. Contractor agrees that, following contract execution, if OTDA determines that the contractor may not have acted in good faith, has failed, is failing, or is refusing to comply with the participation or utilization contractual goals for SDVOB participation, OTDA may, after giving the contractor an opportunity to be heard, make a determination that Contractor has failed to meet the contract goals and may be in breach of contract.

Upon determination that the Contractor is in breach of contract, as set forth in this Article, OTDA may require the submission of a corrective action plan for meeting the contractual goals, and may also assess actual damages as authorized by regulation [9NYCRR Section 252.2 (s)] based on the actual cost incurred by the State agency, related to the State agency's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified service-disabled veteran-owned business enterprise programmatic goals.

Information about SDVOB certification and set asides for SDVOB participation in public procurement can be found at: <https://ogs.ny.gov/veterans>, which provides certification information and guidance for State agencies in making determinations and administering set asides for procurements from SDVOBs.

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ARTICLE 6: NOTICES

Any notice or other communication given pursuant to this Agreement shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five days following the deposit of same into the United States Postal Service mail (certified mail, return receipt requested, or first class postage prepaid), upon read receipt if sent via email, or upon actual receipt by the intended party if the same is sent by overnight mail service, addressed to such party at the address set forth in this Agreement. Either party may designate a different address by notice to the other given in accordance herewith.

Notices to OTDA shall be addressed as follows, unless directed otherwise:

OTDA:

NYS Office of Temporary and Disability Assistance
Attn: Jeffrey Handford
40 North Pearl Street, Floor 11C
Albany, New York 12234
Telephone Number: (518) 473-4757
E-Mail Address: otda.sm.cees.ebt@otda.ny.gov

Should either party change their contact information, they must send notification of such change to the other party within 15 business days of such change.

Unless otherwise noted, all communications with the Contractor shall be to the person designated in the RFP document section NOTICE TO BIDDER, Bidder Information.

ARTICLE 7: SERVICES

OTDA hereby retains the Contractor to perform the Services, and the Contractor agrees to perform the Services, which shall include all deliverables, work and/or work products as described in Appendix W (Scope of Work).

Nothing contained herein shall prohibit OTDA from Contracting at any time with third parties or from performing any of the work itself or through other State entities, for any Services that otherwise may be requested or required of the Contractor pursuant to this Agreement, and the Contractor shall not assert an exclusive right to perform such Services.

The Contractor shall provide to OTDA, upon request, Services and commodities at the rates contained in Appendix P, or less.

The Contractor accepts sole and complete responsibility for the timely accomplishment of all activities required under this Agreement and to provide the Services and commodities as specified in accordance with the Appendices W and P.

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The OTDA Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the Contractor's facilities.

The Contractor agrees to strict adherence to the requirements outlined throughout the RFP and notably in Appendix W (Scope of Work).

Upon expiration of this Agreement, the Contractor agrees to cooperate in assisting OTDA with transition of the Services provided through this Agreement to any new Contractor selected for subsequent Contract periods.

ARTICLE 8: CONFLICTS OF INTEREST

- A. The Contractor has provided a form ("Offeror Assurance of No Conflict of Interest or Detrimental Effect"), signed by an authorized legal representative, authorized to bind the Contractor Contractually, attesting that the Contractor's performance of the Services does not and will not create a conflict of interest with, nor position the Contractor to breach any other Contract currently in force with the State of New York, and that the Contractor will not act in any manner that is detrimental to any State project on which the Contractor is rendering Services.
- B. The Contractor hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify OTDA immediately of any actual or potential conflicts of interest by completing and submitting an updated form entitled, "Contractor's Certification/Acknowledgements/Understanding". The Contractor shall also notify OTDA of any new potential conflicts of interest and of any new Contractor staff that are prior OTDA employees during the term of the Contract, by submitting an updated form entitled, "Contractor's Certification/Acknowledgements/Understanding".
- C. In conjunction with any subcontract under this Agreement, the Contractor shall obtain and deliver to OTDA, prior to entering into a subcontract, a "Offeror Assurance of No Conflict of Interest or Detrimental Effect" form, signed by an authorized executive or legal representative(s) authorized to bind the Subcontractor Contractually. The Contractor shall also require in any Subcontracting Agreement that the Subcontractor, in conjunction with any further Subcontracting Agreement, obtain and deliver to OTDA a signed and completed, "Offeror Assurance of No Conflict of Interest or Detrimental Effect" form, for each of its Subcontractors prior to entering into a subcontract.
- D. OTDA and the Contractor recognize that conflicts may occur in the future because the Contractor may have existing, or establish new, relationships. OTDA will review the nature of any relationships and reserves the right to terminate this

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Agreement for any reason, or for cause, if, in the judgment of OTDA, a real or potential conflict of interest cannot be cured.

ARTICLE 9: RESPONSIBILITY TERMS

- A. The Contractor shall at all times during the Contract Term remain responsible. The Contractor agrees, if requested by the Commissioner of OTDA or his/her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. The Contractor represents that it has, to the best of its knowledge, truthfully and thoroughly completed the Contractor's Vendor Responsibility Questionnaire ("Responsibility Questionnaire") provided to the Contractor by OTDA prior to execution of this Agreement. The Contractor further represents that as of the date of execution of this Agreement, there are no material events, omissions, changes, or corrections to such document requiring an amendment to the Responsibility Questionnaire.
- C. The Contractor shall provide to OTDA updates to the Responsibility Questionnaire if any material event(s) occurs requiring an amendment or as new information related to such Responsibility Questionnaire becomes available. The Contractor shall, on an annual basis from the anniversary date of execution of this Agreement, re-certify such Responsibility Questionnaire, noting any changes, whether material or non-material, or submit a certification of "no change" to OTDA.
- D. Notwithstanding Subsection (B) hereinabove, OTDA reserves the right, in its sole discretion, at any time during the term of this Agreement, (i) to require updates or clarifications to the Responsibility Questionnaire, (ii) to inquire about information included in or omitted from the Responsibility Questionnaire, and (iii) to require the Contractor to provide such information to OTDA within a reasonable timeframe to be established at OTDA's sole discretion.
- E. OTDA reserves the right to make a final determination of the Contractor's non-responsibility ("Determination of Non-Responsibility") at any time during the term of this Agreement based on (i) any information provided in the Responsibility Questionnaire and/or in any updates, clarifications, or amendments thereof; or (ii) the Contractor's failure to disclose material information; or (iii) OTDA's discovery of any other material information which pertains to the Contractor's responsibility.
- F. Suspension of Work (For Non-Responsibility): The Commissioner of OTDA or his/her designee, in his/her sole discretion, reserves the right to immediately suspend any or all activities under the Contract resulting from this RFP, at any time, when he/she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such

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notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OTDA or his/her designee issues a written notice authorizing a resumption of performance under the Contract.

- G. Termination (For Non-Responsibility): Upon written notice to the Contractor, and a reasonable opportunity for the Contractor to be heard with appropriate OTDA officials or staff, the Contract may be terminated by the Commissioner of OTDA or his/her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OTDA or his/her designee to be non-responsible. In such event, the Commissioner of OTDA or his/her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies of breach. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

ARTICLE 10: TRANSITION

The Contractor recognizes that the Services provided under this Agreement are vital to the OTDA and must continue without interruption. The transition represents a period when all goods and/or services must be turned over to the State, a third party designated by the State, or the successor contractor, during or at the end of the Contract. The Contractor shall fully cooperate to facilitate a smooth and orderly transition, so that the services required are uninterrupted and are not adversely impacted by the change in Contractor. Upon the appointment of the successor entity, Contractor shall provide access for such successor entity to all necessary records and information in the Contractor's possession relating to the Services provided under this Agreement. This includes, but is not limited to, a complete transfer of all data, files, reports, and records generated during the term of the Contract. The Contractor shall maintain the appropriate number of staff to adhere to the contractual obligations and provide the same level of service during the transition period as is set forth in the Contract.

ARTICLE 11: RECORDS

The Contractor agrees to maintain all Records, including all program records and Protected Information (PI), as defined in Appendix B-1, for the period provided in Section 10 of Appendix A (Standard Clauses for New York State Contracts) of this Agreement or for a period of six years following the Agreement's termination or final payment hereunder, whichever occurs later (the "Records Retention Period").

Such obligation to maintain Records for the Record Retention Period herein shall be separate and apart from the Contractor's obligation to: i) return Records to OTDA, and/or ii) destroy and/or sanitize Records, as set forth in Appendix B-1.

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Furthermore, OTDA may require Contractor to maintain, collect, preserve and produce Records and data associated with matters which are, or which may reasonably be believed to be, in litigation for the period of litigation plus fifteen (15) years thereafter.

Electronic copies of any Records related to this Agreement may be substituted for the originals with the prior written approval of OTDA, provided that the copy procedures are accepted by OTDA as reliable and are supported by an adequate retrieval system.

The Contractor, during the term of this Agreement and during the Record Retention Period, shall also make available all Records for audit by duly authorized representatives of OTDA, the United States Government, or other entities authorized by law. Records subject to audit must be retained for a period of not less than three (3) years following the conclusion of the audit.

Retention and access to Records must be in full compliance with all applicable laws, rules and regulations and policies as arising hereunder or relating hereto.

The Contractor shall be responsible for assuring that the provisions of this Article shall apply to any subcontract related to performance under this Agreement.

ARTICLE 12: LETTER OF CREDIT

The Letter of Credit required under the RFP Section III. H. will be provided to OTDA at the sole expense of the Contractor. The institution that holds the Letter of Credit may not have any financial affiliation with the Contractor. The OTDA will be entitled to demand payment from said Letter of Credit in the event liquidated damages are assessed during the term of the Agreement and/or for damages or losses incurred as a result of the Contractor's non-performance or poor performance. In the event of damages occurring as a result of non-performance, and/or in the event of breach of this Agreement resulting in damages to the OTDA, the OTDA may demand disbursement of all or any portion(s) of the face value of the Letter of Credit to recover said damages and/or liquidated damages. Such disbursements, pursuant to demand of all or any portion(s) of the face value of the Letter of Credit, may be affected by the OTDA's submission of written notice(s) to the institution that issued the Letter of Credit on behalf of the Contractor. Partial disbursement(s), pursuant to demand, shall not terminate the Letter of Credit, but the balance shall be diminished by any amounts disbursed and shall otherwise remain in effect. In the event that the OTDA elects to exercise its option to extend the Agreement beyond the Contract Term, the Contractor shall provide documentation not less than thirty (30) days prior to any such extension, evidencing the fact that said letter of credit have been extended to be coterminous with the contract.

ARTICLE 13: LOBBYING CERTIFICATION

Section 1352 of Title 31 of the U.S. Code requires that funds appropriated to a federal agency be subject to a requirement that any Federal Contractor or grantee (such as OTDA) must be required to certify that no Federal funds will be used to lobby or influence a Federal officer or a Member of Congress. The certification that OTDA has

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been required to sign for the U.S. Health and Human Services Administration for Children and Family Services provides that the language of this certification (shall) be included in the award documents for all sub-awards at all tiers (including Subcontracts, sub-grants, and Contracts under grants, loans and cooperative Agreements) and that all sub-recipients shall certify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Contractor understands and agrees to the Federal requirements for certification and disclosure.

ARTICLE 14: OTHER AGENCY USE

Upon request by any other New York State Agency, the Contractor shall enter into an Agreement with such agency for the purchase of the goods and services that are the subject of this Agreement. Such new Agreement shall provide that the cost of such goods and services to the agency entering into such Agreement shall be the same as charged to OTDA under this Agreement except that the Contractor shall be permitted to negotiate an increase in price to the extent it can show an increase in the cost of providing goods and services which can be attributed to the fact that the agency requires the Contractor to be obligated to standard Contractual provisions that are more onerous than those contained in Appendix A. In the event that a volume discount is applicable to the increase in services due to other agency use, both OTDA and the other agency shall share in the cost savings.

Upon request by a local social services district, New York City Human Resources Administration (NYC HRA) or its designated purchasing agent, the Contractor shall enter into an Agreement with such district or agent for the purchase of the goods and services that are the subject of this Agreement. Such new Agreement shall provide that the cost of such goods and services to the district/agent entering into such Agreement shall be the same as charged to OTDA under this Agreement except that the Contractor shall be permitted to negotiate an increase in price to the extent it can show an increase in the cost of providing goods and services which can be attributed to the fact that the municipality constituting the local social services district requires the Contractor to be obligated to standard Contractual provisions are more onerous than those contained in Standard New York State Appendix A. In the event that a volume discount is applicable to the increase in services due to other agency use, both OTDA and the other agency shall share in the cost savings.

ARTICLE 15: CHANGE ORDERS

A. No Cost Changes to the Program System Baseline

The program and system baseline will be established upon acceptance of the Transition and approval of all Takeover activities.

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After the initial baseline is established, any modifications to the program, procedures, application programs or system design or functionality will require OTDA approval and be defined as a Change Request.

Change Requests whether Contractor-initiated or OTDA-initiated will be documented, tracked, and managed in accordance with an approved Change and Release Management plan. The Contractor must work with the OTDA to ensure that sufficient testing is conducted to ensure that no changes will negatively impact system functionality, OTC or mailed card production. All changes must be fully tested and approved by the OTDA before being put into production.

i. Remedial changes

Remedial changes are defined as changes needed to make the system perform or function in the way it was designed and must not result in additional costs to the OTDA. Either the OTDA or the Contractor may identify the need for a remedial change and each party must give the other immediate notification of such need for remedial changes. The Contractor must provide immediate oral and written electronic notification that must be followed up with written documentation within seven (7) calendar days of the initial notice. Remedial changes must be tested and implemented as soon as possible or on a schedule to be approved by the OTDA.

ii. Software Release Management

The Contractor must manage software releases in a manner that ensures high-quality products with minimal deficiencies.

At the time a newly modified software version is introduced, the Contractor must provide documentation to the OTDA that the Contractor has modified the correct software version. This applies to all changes, regardless of type. The Contractor must deliver software to the OTDA accompanied by a Release Impact Statement.

iii. Release Impact Statement

For every release, the Contractor must provide a Release Impact Statement that includes the Program release number; the Program release date to baseline; and date of Program release on the production environment. The Impact statement must also include back-out plans for the release; updated reference materials and user manuals; new version(s) of software distribution instructions, contact name and if applicable; and expectations and responsibilities of the OTDA during the planning and rollout of new releases.

B. Reimbursable Change Orders

OTDA and the Contractor may mutually agree on other project-related tasks above, which, although consistent with the intent of the Contract, are not required to be performed within the current Contract ("Change Orders"). Prior written approval from OTDA shall be required for all Change Orders. Work performed outside the scope of the Agreement or without the prior approval of OTDA shall not be subject to charge by the Contractor.

Either party may initiate the Change Order process by providing the other party with the OTDA Change Order Form. A Change Order Form shall also include a proposed development, and implementation schedule for completing the Change Order and a detailed price quote, utilizing the Change Order pricing as submitted by the Contractor in Appendix P, including the number of hours required to perform the Change Order. Payment terms for Change Orders shall be as set forth in each approved Change Order Form. For personal services, payments to the Contractor shall be based on the hourly rates as contained in Appendix P, Change Order Pricing. The Contractor agrees to make available to OTDA the necessary internal Contractor documentation such as Contractor employee timecards and subcontractor timecards to support the hours billed. Any applicable non-personal services charges (such as equipment, COTS license fees, etc.) shall be billed at cost as evidenced by invoicing to be submitted by the Contractor. The OTDA reserves the right to require reasonable evidence, including the requirement that the Contractor follow formal bidding procedures, and that all tasks performed are obtained from the best available source at an optimum cost when applicable. To the extent a Change Order reduces costs, then OTDA and the Contractor shall share equally in such cost reductions.

A Change Order which requires funding beyond that allocated for the Contract or additional work or services beyond what may be done by Change Orders, i.e., not consistent with the intent of the Contract, shall be in the form of an amendment to the Contract, subject to OSC and AG approval, as necessary.

ARTICLE 16: MISCELLANEOUS PROVISIONS

A. THE NEW YORK STATE PRINTING AND PUBLIC DOCUMENTS LAW

The New York State Printing and Public Documents Law at Section 7, requires that all lithographic inks used in the production of New York State printing must contain the following minimum percentages of vegetable oil: News Inks – 40%; Sheet Fed Inks – 20%; Forms Inks – 20%; and Heat Set Inks – 10%.

B. SEVERABILITY

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other

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term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

C. SURVIVAL

The provisions of Appendix A, Appendix B, and Appendix B-1 shall survive the expiration or termination of this Agreement.

ARTICLE 17: ENTIRE AGREEMENT AND APPROVALS

All provisions stated in the Common Benefit Identification Card RFP are incorporated into this Agreement and are part of the Contractual obligations under this Agreement, unless explicitly stated herein that such provision(s) is deemed excluded from this Agreement.

This Agreement, attachments and the appendices attached hereto constitute the entire Agreement between the parties with respect to the subject matter; all other prior agreements, representations, statements, negotiations and undertakings are superseded hereby. Any provision of this Agreement that imposes or contemplates continuing obligations on a party will survive the expiration or termination of this Agreement. It is understood that unless the context clearly indicates otherwise, all references herein to this Agreement shall be deemed to include the Attachments and Appendices attached hereto, subject to Article 2 (Merger of Documents/ Conflicts of Clauses) of this Agreement.

Appendix W – Scope of Work

Appendix W – Scope of Work.....	1
I. Introduction	3
II. Operational Roles for Card Production	3
A. Card Contractor Responsibility	3
B. New York State Responsibility	5
C. New York City Human Resources Administration (HRA) Responsibility.....	6
III. Detailed Requirements	7
A. Back-Up Site	7
B. Card Standards.....	7
C. Card Types.....	9
D. Client CBIC and Authorized Representative Cards.....	9
E. Vault Cards	10
F. Card Delivery	10
G. Provision and Maintenance of CBIC Generation Equipment	23
H. Products and Features.....	23
I. Customized Text Data on CBIC Card	23
J. Format of the Card Number on the Plastic Cards	24
K. ISO Standards	25
L. User Test System	27
M. Return Mail Control System	29
N. Vault Card Requirements	29
O. Systems Security	31
P. Systems Back-up	32
Q. The Administrative System	33
R. Administrative System Security.....	34
S. Network Requirements, JSON Rest Web Services.....	35
T. Network Requirements, File/Record Transfers	38
U. Reporting	38
V. Acceptance Testing.....	42
W. Project Staffing Requirements	46

Exhibits

Exhibit 1	Production Volumes
Exhibit 2	Mailed Cards Return Address File
Exhibit 3	Card Production Volumes
Exhibit 4	Card Design Graphics
Exhibit 5	Card Carrier Examples
Exhibit 6	NYS Counties and NYC Centers Distributing Vault Cards
Exhibit 7	Inbound and Outbound Layouts for Card Contractor
Exhibit 8	Monthly Return Mail Volumes
Exhibit 9	Return Codes and Error Response Definitions
Exhibit 10	Card Standards
Exhibit 11	Batch Card Request Layout
Exhibit 12	Vault Card Issuance Tracking and Inventory Control
Exhibit 13	Human Resources Administration Over-the-Counter Card Production Site

I. Introduction

The purpose of this RFP titled "Common Benefit Identification Card (CBIC) Request for Proposal" is to secure the services of a vendor, hereinafter referred to as the Contractor, to provide the services and functions described throughout this RFP for the production of CBICs. In support of the Electronic Benefits Transfer (EBT) Program, the CBIC card and the temporary vault card must conform to the financial industry standards for debit cards, including the capability to support chip cards and Near Field Communication (NFC) tap-to-pay technology to protect recipient from benefit theft to the extent that OTDA indicates the production of such cards, and must be compatible with ATMs and the commercial Point of Sale (POS) debit infrastructure nationwide. The CBIC Contractor must be able to provide any of the card types and associated technologies at any point during the contract as described herein. However, anticipated usage and projected order volumes are based on historic information only and are not a guarantee of future need. Furthermore, the Contractor must be able to meet OTDA's future needs, as required by new legislation or Executive Order, or as technological advances emerge.

The Contractor will:

- A. produce, support, and mail CBICs statewide,
- B. produce same day Over-The-Counter (OTC) CBICs in New York City, and
- C. provide and distribute temporary benefit access cards, herein known as "vault cards" to Social Service Districts (SSDs) statewide, for normal and disaster issuance purposes.

II. Operational Roles for Card Production

A. Card Contractor Responsibility

The Contractor will be responsible for all functions as described in Section III. Detailed Requirements, including but not limited to the following functions:

1. During Transition, provide all the deliverables required in Appendix H pursuant to the timeframe provided therein. For the draft work plan, specific dates associated with the draft work plan must be provided to OTDA within thirty (30) calendar days of OSC approval of the signed Contract.
2. Provide and maintain all equipment used in the generation of CBICs, as described in Section III.G. (Provision and Maintenance of CBIC Generation Equipment), for the duration of the contract at no additional cost.
3. Equip and have total operational responsibility for all Contractor-provided card production systems and system hardware and software components needed at the OTC CBIC issuance location in NYC ("NYC OTC CBIC Site" or "NYC OTC Site") in order to print OTC CBICs, and as defined in Section III.F.2.e)(4)(b) (Equipment and Supplies Requirements), herein.

4. Each card will have a card security code (otherwise known as a Card Verification Value (CVV), Card Security Code (CSC), or Card Verification Code (CVC)) which is a security feature often used for card not present transactions where a personal identification number (PIN) cannot be manually entered. In addition, contactless tap to pay or chip transactions will electronically generate their own code, such as integrated Card Verification Value (iCVV) or a dynamic CVV.
5. Each card will have a printed expiration date with the industry standard of 12/2049, unless requested otherwise by OTDA.
6. Calculate Card Authentication Value (CAV) value on each card. Maintain the security of the Office of Temporary and Disability Assistance (OTDA) CAV encryption keys and keep the encryption keys in the hardware security module as documented in ISO Standards, Section III.K.3. (Card Authentication Value).
7. Produce and provide all mailed, OTC CBICs and vault cards (including all Magnetic Stripe Only Cards, Magnetic Stripe Cards with EMV Chip, and Magnetic Stripe Cards with EMV Chip and NFC Tap-To-Pay), in compliance with American National Standards Institute (ANSI) and International Standards Organization (ISO) standards, as defined in Exhibit 10 (Card Standards) and Sections III.B., III.K.1. and III.V.5. of this Scope of Work (SOW).
8. Issue OTC CBICs within 45 minutes or less as defined in Section III.F.2.c)(9).
9. Maintain a scanning application at the NYC OTC CBIC site to scan referral documents used in the OTC CBIC issuance process into the CBIC Administrative System (Administrative System) associated with the redeemed client card record that resulted from the referral process.
10. Print cards and place in the mail stream upon receipt of mailed card request data from OTDA as documented in section III.F.1. a) and Section III.F.1. c)(2).
11. Provide and distribute vault cards in compliance with Section III.F.3. (Vault Card Inventory for SSDs Statewide and NYC OTC Site), as needed, to all upstate SSD offices and NYC sites.
12. Provide and maintain an Inventory Tracking and Control System for tracking vault card inventories and issuances as specified in Section III.F.3.c).
13. Process and destroy returned mailed cards and “found cards” as described in Section III.M.
14. Accept and store mailed card request records from OTDA via the real-time interface 24 hours a day, 7 days a week, 365 days a year, as detailed in Section III.S.3.b).

15. Each card produced must generate a record to OTDA confirming the production of that card. These inbound records confirming card production are used by OTDA's CBIC System to provide information regarding card issuance status. Card request records for which OTDA has not received an inbound record confirming production of the card within three (3) days of transmission of the card request record to Contractor will be considered "not produced" if the record was not superseded by a subsequent request.
16. Upon contract termination, ensure the CBIC card data, and referral images are successfully transferred to the new Contractor, OTDA or any other designated recipient, as directed by OTDA.
17. Upon contract termination, the Contractor must cooperate with OTDA and any other designated recipient as directed by OTDA, in providing an initial load (a "conversion file") including, but not limited to: card history, SSD current return addresses, or any other contents in the Administrative System as requested by OTDA. The Contractor will create and implement a conversion plan in cooperation with OTDA, the new Contractor, or any other designated recipient as directed by OTDA.
18. Provide a secure web-based Administrative System as defined in section III.Q.
19. Provide Operation and Contract Management reports as described in Section III.U, to be filed and recorded in compliance with Section III.T.
20. Provide, maintain and support a user test system that will mimic all aspects of the production system as defined in Section III.L. (User Test System).
21. Provide and maintain the communications networks and back-up networks that will move data between the Contractor's various locations, including, but not limited to: Datacenters, the OTC site, the primary mailed card site and the secondary mailed (or back-up) site as required in Sections III.A, III.P. and III.S.4.
22. The Contractor will employ five (5) staff to operate five (5) windows at the NYC OTC site. The five (5) windows are highlighted in Exhibit 13 which provides a layout of the NYC OTC site.
23. OTDA may direct the Contractor to close an OTC site no less than ninety (90) days from receipt of a "Notice of Closure" by the Contractor.

B. New York State Responsibility

New York State will be responsible for the following functions:

1. Identify all individuals in need of a CBIC.
2. Differentiate those recipients needing a CBIC to be mailed from those needing OTC CBICs.

3. Differentiate those who will get an Europay, Mastercard, and Visa (EMV) “Chip” enabled and Magnetic Stripe card from those who will get a standard Magnetic Stripe only card.
4. Identify the correct mailing address for CBICs to be mailed.
5. Assign unique numbers to each CBIC.
6. Assign unique card verification value (CVV) to each CBIC.
7. Assign expiration date to each CBIC.
8. Pass Card Request records to the Contractor.
9. Pass Vault Card Issuance records to the Contractor for tracking and control purposes.
10. Allow SSD users to request replacement cards.
11. Support a CBIC card inquiry process and make it available to eligibility workers statewide.

C. New York City Human Resources Administration (HRA) Responsibility

The HRA and its staff will be responsible for the following functions concerning the New York City CBIC card issuance at the NYC OTC site, including:

1. Acquiring and maintaining real estate and all related aspects of the physical location of the New York City CBIC OTC facility, including providing electricity for all Contractor systems associated with this contract, to be used in the NYC OTC site.
2. Staffing the NYC OTC site with appropriate HRA workers and supervisors that will work alongside the Contractor’s employees operating the OTC windows.
3. General supervision of all staff at the NYC OTC site.
4. Providing a network linking PCs at the site with the New York City IT Network.
5. Cooperating with the Contractor in all activities needed to successfully operate the NYC OTC site.
6. Providing security for the NYC OTC site.
7. Be the “first contact” for clients arriving at the site.
8. Make decisions regarding the appropriateness of servicing specific clients.
9. Initiate card request (referral) transactions for clients arriving on site.
10. Assist clients with Personal Identification Number (PIN) selection process.
11. Operate the Emergency Vault Card System, in accordance with III.F.2.d, when required during failures of the permanent CBIC production systems.

III. Detailed Requirements

A. Back-Up Site

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 more than five hundred (500) miles 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.

Mailed card production at both sites must meet performance standard requirements described in this RFP. The Contractor must submit production samples of products for third-party testing according to a pre-defined OTDA schedule to assure ISO standards as provided in Exhibit 10 (Card Standards) are being met. Schedule to be determined (TBD) during design phase.

B. Card Standards

1. Magnetic Stripe Cards

All magnetic stripe cards provided and produced must conform to Quest rules see website: <https://quest.nacha.org/operatingrules>; and all ISO/ANSI/IEC standards and ANSI/INCITS Durability Standards as defined in Exhibit 10 (Card Standards) relating to Magnetic Stripe Cards. The Contractor is responsible for obtaining the latest versions of these and any other standards regarding banking compatible access cards. These standards are available from the American National Standards Institute see website: <https://ansi.org> and the International Organization for Standardization see website: <http://www.iso.org/iso/home.htm>. All cards provided and produced will contain "Hi-Coercivity" (Hi-Co), track two magnetic stripes. Magnetic Cards with any or all of the following defects will be considered unacceptable:

- a) Incorrect or unreadable magnetic stripe
- b) Incorrect or unreadable client or authorized representative information
- c) Incorrect or unreadable expiration date or CVV.
- d) Incorrect, missing or unreadable graphics, text or other required data/information.
- e) Card does not comply with ISO and/or ANSI standards.
- f) Card does not meet the following durability standards.

- (1) Durability of Cards must meet a four (4) year minimum life span with normal usage for the card plastic, and magnetic stripe. Normal usage includes a minimum of thirty (30) swiped card reads per month and the associated wear of removal and re-insertion to a wallet or purse.
- (2) Contractor must provide documentation of ISO test validation of the proposed card construction to validate the product being offered is able to meet the durability standards listed above. This applies also to changes in plastic construction and plastic providers during ordering cycles throughout the life of the contract. See Exhibit 10 for required ISO card certification requirements and standards including but not limited to durability certification testing parameters.

2. Magnetic Stripe Cards with EMV Chip and NFC Tap-To-Pay

All Magnetic Stripe Cards with chip and tap-to-pay technology, provided and produced must conform to Quest rules see website: <https://quest.nacha.org/operatingrules>; and all ISO/ANSI/IEC standards and ANSI/INCITS Durability Standards as defined in Exhibit 10 (Card Standards). The Contractor is responsible for obtaining the latest versions of these and any other standards regarding banking compatible access cards. These standards are available from the American National Standards Institute see website: <https://ansi.org> and the International Organization for Standardization see website: <http://www.iso.org/iso/home.htm>.

Cards with any or all of the following defects will be considered unacceptable:

- a) Incorrect or unreadable magnetic stripe
- b) Defective or unreadable EMV chip
- c) Incorrect or unreadable client information
- d) Incorrect or unreadable expiration date or CVV
- e) Defective or unreadable EMV chip
- f) Defective or unreadable NFC tap-to-pay chip
- g) Incorrect, missing or unreadable graphics, text or other required data/information.
- h) Card does not comply with ISO and/or ANSI standards.
- i) Card does not meet the following durability standards.
 - (1) Durability of Cards must meet a four (4) year minimum life span with normal usage for the card plastic, EMV chip, tap to pay chip, and magnetic stripe. Normal usage includes a

minimum of thirty (30) swiped, chip inserted and removed, or tapped card reads per month and the associated wear of removal and re-insertion to a wallet or purse.

- (2) Contractor must provide documentation of ISO test validation of the proposed card construction to validate the product being offered is able to meet the durability standards listed above. This applies also to changes in plastic construction and plastic providers during ordering cycles throughout the life of the contract. See Exhibit 10 for required ISO card certification requirements and standards including but not limited to durability certification testing parameters.

C. Card Types

The Contractor must be able to produce the following card types and technologies to support differing inventories of cards and differing speeds in which to produce such cards. OTDA will indicate to the Contractor which types of cards Contractor shall produce. OTDA may change the card type at any time through the Contract. If OTDA elects to change the card type during the life of the Contract, then Contractor may be permitted to first finish using existing stocks. Changes can include but are not limited to the addition, deletion, or change in location to data elements on the front or back of the cards. These are the card types:

1. Client CBIC card magnetic stripe only
2. Client CBIC card magnetic stripe with EMV Chip
3. Client CBIC card magnetic stripe with EMV Chip and NFC tap-to-pay
4. Authorized representative CBICs card magnetic stripe only
5. Authorized representative CBICs card magnetic stripe with EMV Chip
6. Authorized representative CBICs card magnetic stripe with EMV Chip and NFC tap-to-pay
7. Vault cards with magnetic stripe
8. Vault cards with magnetic stripe and EMV chip
9. Vault cards with magnetic stripe and EMV chip with NFC tap-to-pay

See Exhibit 4 for examples of the card designs.

D. Client CBIC and Authorized Representative Cards

1. Text

Text displayed on the client CBIC and the authorized representative CBIC is different. During the course of the contract, OTDA reserves the right to change the text displayed on the cards **at no additional cost**.

2. Graphics

During the course of the contract, OTDA reserves the right to change the graphics on the cards **at no additional cost**.

The Contractor is responsible for providing a final camera-ready proof of the front and back of each card type for OTDA approval before startup and at each change in the graphics for the life of the contract.

Contractor will be responsible for providing full ISO certification test verification if graphics changes are required to validate the new plastic meets ISO standards listed in Exhibit 10 (Card Standards).

The graphic printing of the card number on the front of the card will incorporate embedded spaces to ease client and worker reading of card numbers for keyed transactions. The card numbers printed on the front of the card will only include the first 19 digits.

3. Braille Markings

At OTDA's request, the Contractor must be able to provide mailed CBIC cards with braille markings that meet ADA requirements.

E. Vault Cards

The Contractor must provide inventories of vault cards as described in Section III.F.3. OTDA will provide the text and graphics for both the front and back of the vault card.

OTDA reserves the right to change, **at no additional cost**, the text, graphics, and the numbering routine of the vault card prior to printing any order.

Timely shipments, meaning received by the SSD within two weeks from orders being submitted, will be made to replace depleted inventory, resupply cards to districts during disasters or to support new programs.

In the event that additional vault card inventories are required outside the normal resupply process, the Contractor will provide all purchasing, inventory control and distribution services as is done for existing vault cards, **at no additional cost to the State**.

Separate inventories will differ only in graphics and card numbering. They will conform to all standards, as defined in Exhibit 10 (Card Standards).

F. Card Delivery

1. Mailed Cards

Contractor must support the issuance of CBICs via the US mail. The following details the requirements of mailed CBICs:

a) Production Requirements

All cards must be produced and mailed within the continental United States within two (2) calendar days upon receipt of card request data according to the section III.F.1.c)(2) (Card Mailing Requirements). Contractors committing to a lesser timeframe will be held to the standard of the lesser timeframe, including through the Appendix O Service Levels and Performance Standards. Contractor must identify the locations of the primary and secondary mailed card productions sites.

The Contractor must be able to meet and exceed by 100% the volume detailed in Exhibit 1 of this RFP, within the timeframes set forth herein.

There must not be any duplicate cards produced from a single card request record. This assessment will not be applied if the Contractor is able to prevent and document that the duplicate card was not mailed or delivered to the client. Evidence of duplicate cards may be, but are not limited to, the return of the card to OTDA's project staff for destruction by SSD staff, the inclusion of a card record on multiple reports to the state, or the detection of duplicate inbound "card produced" records if it is conclusively shown the duplication event occurred.

b) Large Quantity CBIC Issuance

Should circumstances require the replacement of the existing production cards, the Contractor must be able to acquire the plastic, print and mail an additional volume, above otherwise required volumes, of 4,000,000 cards in a period of time not to exceed four (4) months. (Reasons for such issuance may include required changes to the graphics of the cards, replacement of Hi-Co cards with IC (integrated circuit), NFC cards, or Tap (contactless payment – radio-frequency identification) style cards, and other requirements as deemed appropriate by OTDA, DOH; or OTDA's establishment of a new group of recipients needing cards). Contractor is free to subcontract to meet the additional card production volumes of this section. OTDA must approve such proposed Subcontractor. Contractor is required to build all necessary interfaces with the Subcontractor and make mutual arrangements for the supply of all needed consumables if needed.

Should circumstances require the emergency issuance of cards as determined by OTDA, the Contractor must be able to acquire the plastic, print and mail an additional volume of 2,000,000 cards in a period of time not to exceed ten (10) weeks. Contractor is free to subcontract to meet the additional card production volumes of this section. OTDA must approve such proposed Subcontractor. Contractor is required to build all necessary interfaces with the

Subcontractor and make mutual arrangements for the supply of all needed consumables.

In the event that the need to produce both the 4,000,000 cards, as well as 2,000,000 emergency cards occurs simultaneously, OTDA may, at its sole discretion, put the 4,000,000 card order on hold until the emergency order is completed.

Irrespective of the need to implement the mass card issuances described in this section, the Contractor remains required to meet and exceed by 100% the average daily volumes as displayed in Exhibit 3.

c) Postage and Mailing Requirements

(1) Postage Requirements

OTDA will pay postage costs directly to the United States Postal Service (USPS) for the Contractor to provide clients with cards. The envelopes provided by the Contractor must contain OTDA's indicia. The number of pieces containing OTDA's indicia will be used to determine the deductions to be made from OTDA's USPS Enterprise Payment System (EPS) account.

The Contractor will ensure that OTDA will receive a written "monthly postage report" by the 5th day of each month for the life of the contract resulting from this RFP. The report will be in a format agreed to by OTDA and will contain an accounting of that previous month's postage usage. OTDA's Contract Manager will conduct a review and reconcile. Any discrepancies in this report will be the responsibility of the Contractor. OTDA will continually monitor postage and as necessary, add funds to the EPS account.

(2) Card Mailing Requirements

OTDA requires that mailed card requests are processed so that cards are in the United States Post Office (USPO) mail stream within two (2) Business Days (Saturday is considered a Business Day) after receipt of all data required to print the card as follows:

- (a) Monday card request, in the mail on Wednesday or earlier.
- (b) Tuesday card request, in the mail on Thursday or earlier.
- (c) Wednesday card request, in the mail on Friday or earlier.
- (d) Thursday card request, in the mail on Saturday or earlier.

(e) Friday card request, in the mail on Monday or earlier. **

(f) Saturday card request, in the mail on Tuesday. **

(g) Sunday card request, in the mail on Tuesday or earlier.

** In weeks with a Monday holiday: The Friday/ Saturday card schedule will receive 1 additional day to have the cards in the mail for the following Monday (observed) holidays:

Monday Holidays recognized by NYS/OTDA:

(i) Martin Luther King Jr's Birthday

(ii) Washington's Birthday (President's Day)

(iii) Memorial Day

(iv) Labor Day

(v) Columbus Day

Non- Monday Holidays recognized by NYS/OTDA:

(vi) New Year's Day

(vii) Juneteenth

(viii) July 4th

(ix) Veterans Day

(x) Thanksgiving Day

(xi) Christmas Day

It will be the card vendor's responsibility to adjust production schedules for non-Monday holidays to assure adherence to the mailing schedule above.

For this contract requirement, Sunday processing is not normally required. Saturday is considered a business day. OTDA reserves the right though to initiate Sunday card production if circumstances require, i.e. disasters, system failures, mass card issuance requirements, etc.

(3) Envelopes and Postal Supplies

The Contractor is fully responsible for providing all mailing necessities, including but not limited to envelopes which must be specifically designed to meet the needs of the card carrier and the display of address and return address and all postal regulations. Envelope design must be approved by OTDA prior to purchase.

"Return Service Requested" will be pre-printed on the envelopes as well as whatever "Presort" postage paid information is needed in the upper right-hand corner.

OTDA will provide the Indicia that must be printed on all envelopes.

d) Card Carrier

Each mailed CBIC card must be affixed to a pre-printed informational card carrier document (Card Carrier) to be designed by OTDA in conjunction with the Contractor. OTDA must participate fully and approve of the design and implementation of such processes.

Changes at any point in the term of the contract to the content, layout, or parameters of the Card Carrier will be made **at no additional cost to OTDA**.

The following details the requirements of the Card Carrier.

(1) Text

The Contractor is responsible for providing the pre-printed Card Carriers. OTDA will provide the text for these carriers. Samples of the current carriers are in Exhibit 5. Contractor will provide via email a camera-ready proof for approval of each Card Carrier for review by OTDA prior to obtaining inventory.

All data needed to customize each Card Carrier (with the exception of the return address, sequence number within the day's work, card issuance date, "custom messages" and "special messages" and machine ID used for card printing) will be sent from OTDA to the Contractor on the same file as data needed for text on the card.

The return address will be obtained from the parameter file, the contents of which is defined in Section III.Q.1.a), using the SSD and local office ID entered on the data file as the access key.

Changes at any point in the term of the contract to the content, layout, or parameters of text to be written on the Card Carrier will be made **at no additional cost to OTDA**.

The text or data fields will include at a minimum:

- (a) Client Name
- (b) 'Care of' name (when appropriate)
- (c) Open text field to specify a Special Program (i.e. "Summer EBT")
- (d) Authorized representative name (when appropriate)
- (e) Client Identification Number (client cards only)
- (f) Street address

- (g) City/town
- (h) Apartment number
- (i) Zip code
- (j) Return address
- (k) Special messages if present
- (l) Custom messages if present
- (m) Case number
- (n) Last 4 digits of the card number
- (o) Card production date
- (p) SSD
- (q) Local Office (Center in NYC)
- (r) Unique card production machine ID (sufficient to identify sources of card print problems)
- (s) Sequence number within batch.

(2) Custom Messages

The Contractor must be able to print custom messages and special text messages on the Card Carrier. Text will be stored in the parameter file and individual specific indicators on the card request file will instruct the Contractor to provide a free form field for custom message wording. See Exhibit 5 for the current print location of all variable data on the Card Carrier. There are two text fields for custom messages. One field prints on all Card Carriers. The other field prints only on those carriers so indicated on the Card Request record sent from OTDA to the Contractor.

(3) Mail Card Carrier Process

Automated processes shall exist to ensure that an individual's card is mounted to that individual's Card Carrier.

e) Inserts

OTDA may opt to include client notification letters (Inserts) to be mailed along with the CBIC card and Card Carrier. The Contractor will be required to print and place inserts into the mailing envelopes along with the printed card and Card Carrier at the request of OTDA. The Contractor must be capable of allowing these Inserts to be inserted into select client mailing envelopes or all client mailing envelopes as determined by OTDA.

In most cases, inserts are to include images printed duplex (front & back of sheet) on 8.5" x 11" paper in black ink and ranging from 1 to 2 or more sheets. White 20lb paper stock with the highest percentage of recycled content possible, should be used for Inserts, unless colored paper is requested. Inserts are generally provided in English and Spanish but must be provided in additional languages, if requested by OTDA.

f) Protective Sleeves

The Contractor must be able to provide protective sleeves of material of their choosing for all Cards, that meet all current Federal or State requirements at the time the Cards and sleeves are issued. If directed by OTDA, the Contractor must include protective sleeves in the mailing envelopes. This optional service, if selected by OTDA, would be paid through the bid sleeve prices. The Contractor must mail sets of protective sleeves to the SSD, as directed by OTDA. The protective sleeve may be separately inserted in the mailing envelope or attached to an Insert in the card mailing envelope. OTDA will supply the Contractor with the text that will appear on the protective sleeves. The intent of the protective sleeve is to protect the card graphics, the EMV chip, the tap chip, and the magnetic stripe.

2. New York City OTC Cards

Contractor must support the issuance of OTC Cards in New York City (NYC). The following details the requirements of card issuance at the NYC OTC site.

a) Distribution and Availability Requirements

OTC card issuance will occur at a NYC location acquired by and operated by the HRA. Currently the NYC location is open for clients Monday to Friday 8:30 am to 5:00 pm. At the discretion of the HRA, site hours may change over the life of the contract. In emergencies, as determined by OTDA or HRA, the site may be required to operate on weekends, holidays and after normal business hours.

All clients admitted prior to closing time must be provided with CBIC servicing. The number of clients served on a daily basis is presented in 3 of this RFP.

Authorized Contractor staff will have access to the OTC site for the duration of the contract or as long as HRA authorizes, whichever is shorter. Contractor will provide HRA with a list of Authorized Contractor Staff and update HRA with any changes to their status as soon as possible but no later than 14 days when the change in their status is effectuated.

b) Card Issuance Requirements

All cards must be fully customized using individual text data received from OTDA's CBIC System.

OTDA will transmit, and the Contractor will accept, store, and respond in real time to OTC card requests up to 24 hours a day, 7 days a week, 365 days of the year. At the point in time when these OTC card request records are created, OTDA's CBIC System will also print a corresponding OTC referral document. This document will contain the relevant client number and referral number. The referral will be handed to and signed by the client who will bring it to the Contractor's CBIC OTC issuance window. The Contractor is required to store an OTC card request for 30 calendar days or until the card is redeemed.

The Contractor's system must be able to meet and exceed by 100% the highest daily average volume for OTC cards detailed in Exhibit 3 of this RFP, within the timeframes set forth herein.

c) OTC Card Process

Upon client arrival at the OTC site or HRA's Job/Work Centers, HRA staff will evaluate the client for appropriateness for service. If found appropriate, HRA staff will access OTDA's CBIC System and will request a referral. This action will transmit a card request record to the Contractor which will include a referral number. The client will then be instructed by HRA staff to go to the Contractor's OTC issuance window and present their HRA-generated referral, at which point the Contractor will immediately begin the process to print the card. The Contractor must create the permanent card within 45 minutes of receipt of the referral at the Contractor issuance window or within the lesser timeframe Offerors committed themselves to in their bid proposal.

Following card production on site:

- (1) Card Carriers for the cards will be provided by the Contractor and made available with each OTC card issued. The Card Carriers need not be client customized, but must contain the standard information printed on all mailed Card Carriers. Inserts are included only in mailed CBIC Cards, the OTC does not receive printed copies.
- (2) Protective sleeves for the CBIC Cards will be provided by the Contractor and made available with each OTC card issued. OTDA will supply the Contractor with the text that will appear on the sleeves.
- (3) After the Contractor worker produces the CBIC card and receives confirmation from HRA confirming the client's identity, a Contractor worker will sign the referral document

and have the client sign the referral document. Then the CBIC card will be handed out.

- (4) All problems with card data will be referred to HRA staff on site for resolution.
- (5) After the completion of the card issuance process, the corresponding referral document will be scanned by the Contractor into the Contractor's Administrative System, associated with the client's card record and presented for review from the Administrative System. Upon successful scanning of the document into the Administrative System, the original paper referral is to be destroyed by shredding.
- (6) At the end of each business day, after the last client has left the site, all cards created but not picked up by a client must be shredded by the Contractor. A log of these shredded cards shall be maintained, indicating whether the card is a 1st copy that needed to be reprinted due to poor quality, or is one that was printed, but the client left the building without receiving it.
- (7) At the end of business operations each day, all referral documents not scanned will be scanned into the Administrative System and a report will be generated confirming that the referral documents scanned match the cards issued for the day.
- (8) Contractor must exercise information security procedures pursuant to this Agreement, NYS ITS policies, and applicable law, to ensure that client data is protected. This must include, but is not limited to, such steps as the secure destruction of any consumables such as printer ribbons or documentation that may compromise client data security. Contractor shall implement its proposed plan for achieving this. Such plan should align with the NYS Sanitization/Secure Disposal standard (NYS-S13-003) for MODERATE impact data (see NYS Information Classification Standard NYS-S14-002).
- (9) Card Issuance Turnaround Time

The Contractor must issue completed CBICs to individuals in no more than 45 minutes of their arrival at the Contractor's issuance window in the NYC OTC site or within the lesser timeframe Offerors committed themselves to, on a first in first out basis. Turnaround is measured from receipt of the client referral at the Contractor issuance window until the card is printed and handed to the client.

Offerors committing to a lesser timeframe will be held to the standard of the lesser timeframe, including through the Appendix O:

Service Levels and Performance Standards. The commitment must be exact in terms of the number of minutes committed to as measured by time of the day the client arrives at Contractor issuance window to the time of day the card is printed and issued to the client (the transaction is closed out). 100% of all cards must be produced and ready for OTC delivery within the timeframe committed to by the Contractor.

The time tracking system on which the performance standard will be measured is from the point in time that the referral is received at the Contractor issuance window. Delays caused by network issues out of the control of the Contractor will not be considered a performance standard failure. A mechanism must exist which will store the client arrival time at the Contractors OTC intake window, which will be independently measured and recorded. This mechanism must not be affected by the unavailability of the Contractor's card production system. A mechanism for keeping the systems' clocks in synch (the client arrival clock and the card issuance clock) must be in place and displayed during acceptance testing. A manual system (if necessary) to issue any cards already produced and awaiting issuance when an interruption occurs must be in place and displayed during acceptance testing. A detailed monthly report will be transmitted to OTDA indicating time of referral receipt at Contractor issuance window vs. card issuance time, for contract compliance purposes.

(1) PIN Issuance

PIN selection will be an HRA function.

(2) Printer Pooling

Card printing hardware at the OTC site must support printer pooling so as to reduce the risk of downed equipment crippling site operations.

d) OTC Cards Emergency Back-up Systems

The HRA will operate the emergency vault card system and distribute vault cards to clients. When unable to produce and issue CBIC cards, but a Vault Card is issued, Contractor will continue to provide each client with a Card Carrier and a protective sleeve if required by HRA.

e) OTC Contractor and HRA Responsibilities

(1) On-Site Security

Security will be provided by HRA.

(2) New York City HRA On-Site Staff

HRA will supply PCs for the HRA staff.

(3) Separation of Duties

Contractor staff will not be permitted to access State or City supplied hardware for transactions that update the database.

(4) Location and Maintenance

Location and maintenance of the OTC site will be provided by HRA.

(a) Physical Site Requirements

Contractor must clearly delineate all requirements of their staff at the OTC site, including the numbers of staff and their computer and associated network requirements.

The Contractor will be provided adequate floor space and furniture in the OTC facility to house Contractor staff and equipment. If the Contractor determines that modifications to the space are necessary, it shall be the Contractor's responsibility to make such modifications and incur any associated costs.

(b) Equipment and Supplies Requirements

The Contractor is responsible for the acquisition and maintenance of all Contractor PCs, and equipment needed for the production of OTC CBICs.

All needed hardware, software, and supplies for Contractor staff and for card production processes must be provided by the Contractor and described in detail.

The Contractor will be required to provide the equipment and supplies it needs to provide the OTC services described herein, including, but not limited to, to facilitate the destruction of unclaimed or malformed CBICs and scanned referral documents at the OTC site. At a minimum, this equipment will consist of card production workstation(s) capable of producing fully functional cards. The equipment must enable card production with all requested features, including but not limited to: chip insert, magnetic stripe swipe or card tap to pay. Devices, such as keyboard card readers or wedge readers, and scanners must be capable of scanning the referral documents into the Administrative System and a commercial shredding unit that aligns with the NYS Sanitization/Secure Disposal standard (NYS-S13-003) for MODERATE impact data, capable of shredding the plastic cards, referral documents and consumables used in day-to-day operations.

(c) Contractor Staffing Requirements

- (i) Staffing must be such that all maintenance of Contractor hardware and software can be done on site by individuals capable of maintaining all Contractor PCs on site and any and all equipment needed to print the cards.
- (ii) Staffing for the direct supervision of Contractor OTC employees must be located on site;

(5) Computer/Network Access Requirements

All computers/workstations/peripherals provided by the Contractor for the Contractor's staff must provide access to the Contractor's card production system in order to process client referral documents and initiate the production of OTC CBICs. Contractor is responsible for secure configuration of all assets and software. Computer hardware, software, network access, and administrator/user access will follow and comply with all relevant OTDA & NYS ITS policies. At a minimum centralized patch management, access management, and vulnerability scanning are required to keep all assets and software up to date. Contractor should plan according for updating and replacing software and assets so that there is not any risk of unsupported or end of life (EOL) assets and software.

3. Vault Card Inventory for SSDs Statewide and NYC OTC Site

a) Delivery

Vault cards must be delivered upon request by a mutually agreed to mechanism to all SSDs statewide for the life of the contract. This includes the NYC OTC site and any Center that HRA designates to issue vault cards. A predefined shipment amount must be supplied to each SSD or HRA with each shipment. The Contractor must notify the SSD or HRA, as appropriate, of each shipment by email to the identified responsible party in each SSD or HRA.

b) Vault Card Ordering

OTDA will provide volume requirements that must be delivered to each SSD and HRA, along with a contact name, phone number and email address for the person(s) in each district who will be responsible for receipt of the cards. The Contractor must maintain this list and keep it current. The vault card re-order process will be defined by OTDA and will be incorporated with the Automated Vault Card Inventory Tracking and Control System required by the card Contractor. OTDA reserves the right to modify the predefined volume requirements at any time **at no additional cost to OTDA.**

c) Vault Card Inventory Tracking and Control System

When vault cards are issued at SSDs and the NYC OTC site, a vault card activation transaction will be sent from OTDA's CBIC System to the Contractor for inventory control purposes.

The Contractor must provide and maintain an automated Vault Card Inventory Tracking and Control System for tracking vault card inventory at all locations. See Exhibit 12 for system design parameters. At a minimum, this system will:

- (1) Maintain data on vault cards as they are distributed to SSDs and HRA. Log and maintain individual vault card issuance data it receives from OTDA's CBIC System in a searchable format for use by OTDA staff.
- (2) Initiate re-stocking of inventory for locations in need of vault card supply based on pre-determined thresholds supplied by OTDA. The threshold levels must be capable of being modified at any time during the term of the contract at no additional charge to NYS.
- (3) Provide reporting for reconciliation of vault card supply vs. vault cards issued at all locations.
- (4) Provide access to the system by authorized OTDA, SSD and HRA staff.
- (5) Provide error reporting for non-current vault card activations. (Non-Current refers to vault cards that may have existed from a previous inventory range which is no longer used by the current card Contractor).
- (6) Provide reporting for District Vault Inventory being activated outside of that district.

The Contractor must maintain and make available for audit, the security measures/processes and inventory control processes/procedures at the central vault card distribution location. The Contractor must maintain complete inventory records. Reporting requirements for vault card activities are defined in Section III.U.1.i) and III.U.1.j) of this SOW.

d) Inventory Transfer

OTDA's existing inventory of vault cards may be transferred from OTDA's previous card Contractor to the Contractor prior to startup of the card system. If OTDA chooses to migrate the existing inventory of vault cards to the new vendor's system, this inventory will be stored securely by the Contractor and used along with inventory created by the Contractor. Exhibit 1 of this RFP details the approximate current monthly usage rate of vault cards in each upstate SSD and in NYC.

e) Disaster Vault Card Inventory

OTDA will be using the current Vault Card for delivering access to disaster benefits. The SSD on hand inventory levels are adjusted to reflect a percentage above the actual district usage levels to allow the SSD to issue initial disaster benefits to affected individuals. An emergency resupply plan to address expedited re-orders and deliveries of vault cards to disaster-stricken district(s) must be included in the proposed system design.

4. Vault Card Usage for Additional Program Areas

In the event OTDA chooses to expand vault card usage to additional program areas, the Contractor may be required to develop additional inventories of vault cards, with different graphics and their own range of card numbers. Such expansion of vault card usage, even if differing graphics were not required, would substantially increase the volume required. OTDA will provide the Contractor with reasonable development time in the event vault card expansion is required. All pricing for expanded vault card usage or separate vault card inventory must be included in the RFP proposal.

G. Provision and Maintenance of CBIC Generation Equipment

The Contractor is responsible for providing, maintaining and upgrading any and all equipment, hardware, computers and software needed for carrying out the functions of the contract for the life of the contract, including any and all contract extensions. At no time will unsupported or End Of Life (EOL) assets and software be utilized. The functions include, but are not limited to the printing of CBICs, the Card Carriers, Inserts, protective sleeves, the stuffing and mailing of cards, generating reports for OTDA, and tracking of card request/delivery time at the OTC site. The cost of providing the equipment and maintaining the equipment must be included in the proposed card rate. At the end of the second year of the contract, and every year thereafter, OTDA and Contractor will evaluate the status of the equipment's ability to meet the contract requirements. The Contractor will upgrade any and all equipment, hardware, computers and software as deemed necessary by OTDA to meet the contract requirements, **at no additional costs to OTDA.**

H. Products and Features

Contractor must maintain a list of all proposed products or features to be used to provide the services required. For each product or feature listed, the technical publication must be provided, which contains a description of the product or feature. The technical literature provided must describe the product or feature so as to explain its use in the CBIC environment.

I. Customized Text Data on CBIC Card

All variable data needed to customize each CBIC plastic card will be supplied via transmission from OTDA with the exception of the date/timestamp of card printing.

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. The first change was made in order to increase font size for information that was difficult to read. The second change added a line of variable text to all cards indicating the date/time of issuance of the card. The third change was the removal of the gender. The fourth change was a redesign of the entire CBIC card body to support the New York State branding initiative in 2015. This historical perspective is not to be interpreted as a guarantee or inevitability, regarding the frequency of such future changes.

Text or data fields will include at a minimum:

1. Client CBICs
 - a) Last name
 - b) Middle initial
 - c) First name
 - d) Client Identification Number
 - e) Card number
 - f) Date/time stamp of card printing
 - g) CVV
 - h) Expiration Date
 - i) Special Program Name
2. Authorized Representative CBIC
 - a) Client last name
 - b) Client first name
 - c) Authorized representative last name
 - d) Authorized representative first name
 - e) Card number
 - f) Date/time stamp of card printing
 - g) CVV
 - h) Expiration Date
 - i) Special Program Name

J. Format of the Card Number on the Plastic Cards

The card number must be printed in flat graphics on two (2) locations on the front of the card. See descriptions are card designs in Exhibit 4 of this RFP for the layout of the client CBIC, the authorized representative CBIC, and the vault card. Font size shall facilitate ease of reading for keying purposes. The card number will be blocked into groups of six (6), four (4), four (4), three (3) and two (2) numbers also for ease of reading.

K. ISO Standards

The Contractor will ensure that all required physical and digital CBIC elements are included, produced, tested and managed in a manner consistent with the applicable ISO Standards and in accordance with the ISO standards referenced in Exhibit 10. This obligation applies to at minimum, the following card features:

1. Writing Data to the Magnetic Stripe on Card Without Chip or Tap-To-Pay (excluding Vault Cards, which needs to comply with Section III.N.)

The process for writing data to track two (2) of the magnetic stripe shall be incorporated into the card customization process in a manner that shall ensure that the printed card number on the front of the card is identical to the card number data written to the magnetic stripe. The encoding process must be in line with the encoding standards of magnetic stripe cards used in the financial industry. OTDA does not use tracks one or three of the magnetic stripe at this time.

ISO standard 7813 defines the data structure of the magnetic stripe. OTDA shall use, at a minimum, the user fields listed below and reserves the right to use the remaining fields as defined in that standard at no additional charge. OTDA cards are numbered as follows:

ISO standard "start sentinel"

Characters 1-19	Primary Account Number (PAN). (Supplied by OTDA with each card request transaction.)
Character 20	Field separator. Industry standard. "="
Character 25 - 27	Service code. Constant. "120"
Character 28-30	CAV (Card Authentication Value) Contractor computed security field using the Advanced Encryption Standard (AES) and OTDA's encryption keys.

OTDA will provide AES keys to the Contractor.

Keys must be kept secure.

ISO standard "end sentinel"

ISO standard "Longitudinal Redundancy Check" (LRC).

2. Writing Data to the Magnetic Stripe on Cards With Chip or Tap-to-Pay

The process for writing data to track two (2) of the magnetic stripe shall be incorporated into the card customization process in a manner that shall ensure that the printed card number on the front of the card is identical to the card number data written to the magnetic stripe. The encoding process must be in line with the encoding standards of magnetic stripe cards used in the financial industry. OTDA does not use tracks one or three of the magnetic stripe at this time.

ISO standard 7813 defines the data structure of the magnetic stripe. OTDA shall use, at a minimum, the user fields listed below and reserves the right to use the remaining fields as defined in that standard at no additional charge. OTDA cards are numbered as follows:

ISO standard "start sentinel"

Characters 1-19	Primary Account Number (PAN). (Supplied by OTDA with each card request transaction.)
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Character 20	Field separator. Industry standard. "=
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Character 21-24	Expiration date. Industry standard constant. "4912"
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Character 25 - 27	Service code. Constant. "220"
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Character 28-30	CAV (Card Authentication Value) Contractor computed security field using the Advanced Encryption Standard (AES) and OTDA's encryption keys.
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OTDA will provide AES keys to the Contractor.

Keys must be kept secure.

ISO standard "end sentinel"

ISO standard "Longitudinal Redundancy Check" (LRC).

3. Card Authentication Value (CAV)

The Contractor will have the sole responsibility for the computation of the CAV using the AES. Contractor must successfully demonstrate the ability to generate the CAV during the acceptance test phase of the procurement. OTDA will provide AES encryption keys to the Contractor. The two (2) encryption keys must be stored separately. No single person should know or have in their possession both keys.

4. Card Verification Value (CVV)

The Contractor will implement CVV on chip cards consistent with applicable ISO standards for CVV.

5. Card Magnetics Feature

A high coercivity (Hi-Co) magnetic stripe is required. All card stripe Magnetic encoding must meet the required encoding level for use in the financial industry.

6. Chip Pay Feature

The Contractor will implement chip features consistent with applicable ISO standards for Chip and related security standards.

7. Near Field Communication (NFC) Tap-to-Pay Feature

The Contractor will implement Near Field Communication (NFC) Tap to Pay features consistent with applicable ISO standards for tap to pay and related security standards.

L. User Test System

1. System Requirements

A user test environment must be available to OTDA that emulates production as described throughout Section III. of this SOW. Equipment, communications and all processes and functionality supporting this environment must exist for the life of the contract and for any extensions of the contract, beginning with the user-test phase. The user test system must be supported on a database and program suite that is separate from any database supported by the Contractor for Contractor's own development and testing purposes. Hardware for the test system may be shared with hardware used for the Contractor's own development and testing.

The user test system will be used by State staff to validate all aspects of the Contractor's system and the interfaces that drive that system. User testing will begin prior to acceptance testing, will continue during acceptance testing, and will be used for the life of the contract in order to validate any changes or fixes made to the Contractor's system, the State CBIC System which supplies card request/update records to the Contractor.

2. System Availability

A fully supported User Test System as described in Section III.L.1. of this document must be available for the life of the contract and any extension thereof.

Complete end-to-end testing of all components of the system must be available during the period of user and acceptance testing prior to system start up, and for the duration of the contract and any extensions. The card-printing component of the User Test System may be suspended at any time at OTDA's discretion. OTDA will give the Contractor advanced notice to make this component available when needed.

All functionality and connectivity to OTDA must be supported in the test system. Processing inbound and outbound records from, and to, OTDA in the test system must be supported 24 hours a day, 7 days a week, 365 days of the year. Printing of cards in this system must be available during normal business hours during the user test phase of the contract resulting from this RFP. After the user test phase, card printing may be suspended from this system at OTDA's discretion, although all file maintenance activities must continue to be supported 24 hours a day, 7 days a week, 365 days of the year. If card production is needed after the user test phase, the Contractor must provide card production within one business day of OTDA's request.

User test cards, when produced, will be boxed each day, and sent to OTDA's project office in Albany, NY via Priority Mail or express mail (e.g. Federal Express)

The card-printing component of the User Test System may be suspended at any time at OTDA's discretion. OTDA will give the Contractor advanced notice to make this component available when needed.

3. OTC Test Device

A single OTC device/workstation, consisting of a duplicate set of equipment that mirrors the functionality at the OTC site, must be provided to OTDA for test purposes at its offices in Albany, New York. The Contractor must provide the network interface to all hardware associated with that device, i.e. card printer and PC. In the event that the Contractor builds an "open system" interface, then network configuration and card printer will suffice. The OTC test device will be available for use during normal business hours for the life of the contract and any extensions. This

device will be for development and test only and have no connection to the production system. **All maintenance of, and consumable supplies for, this equipment will be provided to OTDA at no additional cost.**

M. Return Mail Control System

The Contractor must provide a central location and return address information for the return of cards in New York City that are undeliverable via the USPS. In addition, the Contractor will accept “found cards” sent from NY State Agencies and will process and destroy these cards in the same manner as returned mail cards. Volume statistics for current return of mailed cards for New York City cards are in Exhibit 8 of this RFP. OTDA retains the option of using this system for upstate SSDs and other programs as directed by OTDA, as well as for New York City.

The Contractor must process the returned mail and provide a mail return control system as follows:

1. Identifying Returned Cards

All CBIC envelopes, cards and/or Card Carriers must be machine readable so as to enable a system to identify returned cards and the client owner of each card. Bar codes or an Optical Character Reader mechanism may be used in this process; however, it must not interfere with post office bar code processes. Alternatively, the card’s magnetic stripe may be used in this process.

Equipment supplied for mechanically reading the CBIC cards and/or envelopes (such as bar code and/or magnetic stripe readers) must reside at a single Contractor site. Data from the process will be transmitted to OTDA.

2. Card Disposal

Each day, subsequent to the creation of the daily returned mail file, all returned cards and Card Carriers must be shredded by the Contractor.

3. Equipment Maintenance

Contractor must provide and maintain all equipment associated with the feature described in this section.

4. Additional Returned Mail

On occasion, the Contractor will receive mail or items from clients or others that has been addressed to the return address on the card envelope. Contractor must immediately forward this mail to an address provided by OTDA.

N. Vault Card Requirements

Vault cards are plastic financial transaction cards that must conform to ISO/ANSI standards as defined in Exhibit 10 (Card Standards) and this SOW. Only track two (2) is encoded. The Contractor must provide vault cards in bulk. They will be pre-numbered, with the card number printed on the front and encoded on the magnetic stripe, and/or chip with tap-to-pay. During the course of the contract, OTDA reserves the right to change the text, graphics, or numbering on the cards **at no additional cost.**

1. General Requirements

The vault cards must meet the following general requirements:

- a) Preprinted card numbers (the first 19 digits) printed on the face of the card;
- b) Pre-encoded card numbers on magnetic stripe;
- c) Check digit calculation and generation;
- d) CAV calculation and generation;
- e) High coercivity (Hi-Co) magnetic stripe material

2. Card Numbering

OTDA will provide the beginning card number and the ending card number for the first shipment if the existing vault card inventory is not migrated. If migrated inventory is to be used, the first card number in the new order will follow the last card number from the migrated order. Subsequent shipments must begin with the number following the last number of the previous shipment. The Contractor will be responsible for the consecutive numbering of vault cards on all supplemental vault card orders for the life of the contract. The Contractor must ensure that duplicate numbering of the cards does not occur.

The Contractor may directly produce vault cards or outsource this function to a Subcontractor. Vault card numbers must be 30 characters long, as outlined below. Vault cards must be purchased or produced with this number encoded on the magnetic stripe and the first 19 characters printed on the front. ISO standard 7813 Table 2 for financial transaction cards applies.

Numbers on the magnetic stripe must be preceded by an ISO standard "start sentinel", followed by an ISO standard "end sentinel" and followed also by an ISO standard "Longitudinal Redundancy Check" (LRC). The 30 character sequence for the Vault Card Number is as follows:

Character 1-6 BIN (Bank Identification Number)

Constant for all cards in a shipment.

Character 7 Card Type

Constant for all cards in a shipment.

Character 8 - 16 Incremental number	Nine numeric. The first and last card will be specified by OTDA for the first vault card shipment. The Contractor will increment each card number by one (1) and be responsible for the consecutive numbering of all future vault card orders for the life of the contract.
Character 17 Check digit	Mod 10 calculated/generated using all numbers on the card from BIN to sequence number place holder. OTDA's check digit routine will be provided during the design phase of the project.
Character 18-19 Sequence number place holder	Constant, "00", for all vault cards.
Character 20 Field separator	Industry standard. "="
Character 21-24 Expiration date	Industry standard constant. "4912"
Character 25 - 27 Service code	Constant. "120" (Mag Stripe), Constant. "220" (Chip),
Character 28-30 CAV	Computed security field using the Advanced Encryption Standard (AES) and OTDA's encryption keys. OTDA will provide AES keys to the Contractor. Keys must be kept secure.

O. Systems Security

The Contractor must ensure that all segments of its card production system are available to authorized individuals only. This should be in accordance with NYS ITS Security Policies and Procedures, NIST standards, and industry best practice. The proposed connectivity solution must meet OTDA and ITS approval.

The Administrative Systems are to be made available only to authorized individuals for inquiry, management and Vault Card System use (If Vault Card System is a component of the overall Administrative System). User access must be limited to only those aspects of the system relevant to their job functions. Non-Administrative Users must also be limited to Update and/or Inquiry Only capabilities based on their job functions with the exception of agreed to roles that require additional permissions at the Administrative levels. All transactions on

the system must be self-auditing, creating a perpetual audit trail available for OTDA inspection. These transactions include, but are not necessarily limited to, card production transactions, inquiry and update to the card/ records, the parameter files, and the return mail control system. A systems trail must exist which permits access to the source and date-time stamp of the command initiating the transaction. At a minimum, password access with 2-factor (multi-factor) authentication is required to access the Administrative Systems.

Contractor must maintain a current list of users eligible to access/update or inquire against each segment of its system. All production records, including a list of authorized individuals, generated for OTDA must be managed in a manner consistent with the terms of the Contract, notably Appendix T Article 11 and Appendix B-1.

P. Systems Back-up

A complete test of the back-up systems and full recovery from backup, described below must be scheduled annually for the life of the contract and any extensions thereof. The first test must be scheduled within six months of start-up.

1. Mailed Cards

The Contractor must provide OTDA with and be prepared to implement a business continuity plan that ensures the ability to do full mailed card production in the event that the primary location becomes unavailable for a period exceeding one (1) business day. Offsite storage of a current version of the database, including all programs and card records must be made daily. Each day's transaction logs must also be stored offsite real time, so that the Contractor can build a current database from the previous day's database and the current day's transaction log. The plan must include offsite storage of all consumables. Contractor is free to use a secondary site as the back-up site when needed.

2. Mailed Cards Backlog Recovery

To ensure that the secondary site remains functional, a minimum of 10% of all mailed cards requested by OTDA must be printed and mailed from the secondary or back-up site each month. Contractor is free to print a larger percentage of mailed cards from their secondary site. Performance standards as specified in Appendix O for the primary site also apply to the back-up site. In the event that the Contractor needs to switch to the secondary site for mailed cards, that site must have the capacity to clear out any backlog of business in one calendar day, while maintaining OTDA set standards for current day card production as described in section III.F.1.c)(2).

3. OTC Back-up and Recovery

In the event of a failure of the Contractor's OTC System or its database, the Contractor must provide for the complete recovery of that system, its

database and the means for keeping that database current within one (1) hour (RTO).

Q. The Administrative System

Provide a secure web-based Administrative System that will provide the functionality described below, utilizing role-based security as defined during the detailed design phase of the project. Access to the Administrative System must align with the NYS Account Management/ Access Control Standard for privileged accounts. At a minimum access should align with NYS-S20-001: Digital Identity Standard with an IAL commensurate with the protected data and resources to which the accounts access. The use of strong, complex passwords, multifactor authentication and biannual account access reviews, access log audit and review are required by their Authenticator Assurance Level (AAL) in accordance with the NYS-S20-001: Digital Identity Standard.

1. Functionality

The Administrative System must be available for all functionality by OTDA 24 hours a day, 7 days a week, 365 days of the year, as is with card request transmissions.

- a) Provide the following functionality for the Parameter file:
 - (1) Maintain a file of SSD/local office return addresses to be used for mailed cards
 - (2) Maintain a file of Vault Card Re-Order District POCs (See Exhibit 12)
 - (3) Maintain a file of messages for printing on Card Carriers and/or Inserts
 - (4) Maintain value for “timeout” production of cards
 - (5) Provide Inquiry and/or Update capabilities for all values in the Parameter file to authorized users
 - (6) Provide mechanism to print the contents of the Parameter file
- b) Provide the following functionality for Reporting purposes:
 - (1) Allow access to administrative reports
 - (2) Provide mechanism for OTDA to grant user access and assign security roles
 - (3) Allow viewing of client card issuance history including request date, card production date and additional card details. Further definition will be completed during the detailed design phase of the project.
 - (4) Provide access to the Contractor’s project documents.

- (5) Vault Card Inventory Tracking and Control System as defined in section III.F.3.c) (can be and will be an independent application interface or incorporated into accessed through the Administrative System) log on screen.

2. Administrative System Controls and Parameter File Requirements

The Parameter file must follow and support the subsequent functionality/values:

- a) Administrative System Security as stated in Section III.O. and Section III.R. of this document.
- b) Updates to and Inquiry to the Return Address for each Local Office within each SSD

Each mailed CBIC card must have a return address derived from the Contractor's return address file using the SSD number and Local Office number on the card request record. The default value from the return address file will be used when the value of the Local Office field (within SSD) on the card request record cannot be found on the return address file. Exhibit 2 of this RFP further explains the structure of this file. OTDA staff will initially key in the detailed contents of this file prior to production start-up.

- c) Updates to and Inquiry to the Universal Notice Text

A 255-character alpha numeric and special character values must be available for entry on the Administrative System. These messages will be printed on each and every Card Carrier as it is customized for clients.

- d) Updates to and Inquiry to the Special Notice Text

A 255-character alpha numeric and special character values must be available for entry on the Administrative System. These messages must be printed on those Card Carriers when an indicator on the card request record from OTDA requests special notice. Contractor to provide a copy of the proof or mock-up of final carrier for review.

R. Administrative System Security

Access to the Administrative System must be secured as described in Section III.O. of this SOW. OTDA welcomes additional suggestions for further securing the Administrative System. Each update and inquiry function described in this RFP must be individually identified in the security system. The system must maintain a table of individuals authorized to access each function separately. Only persons identified and authorized by OTDA may make updates to that table. The Contractor can expect that at a minimum there will be one OTDA representative.

S. Network Requirements, JSON Rest Web Services

The movement of data between the Contractor's system and OTDA's CBIC System, will consist of real time transmissions 24 hours a day, 7 days a week, 365 days of the year.

OTDA routinely transmits all card requests as single individual requests real time via the Representational State Transfer Application Programming Interface (RESTful API) protocol. RESTful API allows program-to-program communication across the Internet using the current Web infrastructure. WS-Security for RESTful API should be addressed in the Contractor's technology plan and Information Security Plan. At a minimum the plans should consider measures such as access control, limiting privileges, length and volume restrictions for messages, and adherence to WS-Security protocols such as key management, whitelists, RESTful API header extensions for end-to-end RESTful API messaging security, XML Encryption and XML Signature.

Only in emergencies where there's a large backlog and when RESTful API fails, would OTDA transmit batches of card requests. In doing so, OTDA would bring down the RESTful API lines until the batches are fully transmitted.

The Contractor is expected to process requests in a manner that meets the performance standards and reporting standards of the contract as specified in Appendix O.

1. Web Service Layouts

The Contractor must be able to accept records in the format that is currently being used by OTDA. Current web service layouts for all data transferred between the Contractor System and OTDA's CBIC System at the time of this procurement are included in Exhibit 7 of this RFP.

With the possible addition of EMV Chip cards there has been a change to the web service layout. This additional field, which designates that a client will receive a EMV Chip card body is noted as new requirement in the layout.

2. Web Service Errors

All conditions which result in the Contractor rejecting an OTDA record must be pre-defined and must result in a response error message with an agreed upon error number and error definition.

For more information, refer to Exhibit 7 (Inbound and Outbound Layouts for Card Contractor) and Exhibit 9 (Return Codes and Error Response Definitions).

3. Data Transfer Responsibilities

a) OTDA's CBIC System Responsibilities

OTDA's CBIC System will:

- (1) Transmit to the Contractor card request records;

- (2) Transmit Vault Card Issuance records to the Contractor for tracking and control purposes.
- (3) Receive from the Contractor acknowledgment of each record successfully transmitted;
- (4) Receive from the Contractor a “card produced” record for each record resulting in card production; and
- (5) Receive from the Contractor error response records for each record that fails card production.

b) Contractor System Responsibilities

The Contractor shall administer and have responsibility for providing the Administrative System and connectivity to the system. The Administrative System must:

- (1) Be able to receive batch files and real time card request records from OTDA 24 hours a day, 7 days a week, 365 days of the year.
- (2) Respond to OTDA’s card issuance records confirming their receipt and later with card issuance records confirming issuance activities.
- (3) Respond to OTDA when appropriate with agreed-upon error response records for each record that fails card production.
- (4) Accept and process from OTDA vault card issuance records that are posted against the Contractor’s Vault Card Inventory Tracking and Control System.

Proposed networks must meet New York State Office of Information Technology Services (ITS) policies and standards found here <https://its.ny.gov/policies>. The Federal standards for required security standards can be found on the NIST website found here <https://csrc.nist.gov/publications/sp800>. FIPS 140 Standards documentation, the FIPS standards can be found here: <https://csrc.nist.gov/publications/PubsFIPS.html>

4. Network Responsibilities

The NYS ITS will be responsible for the installation and maintenance of all network capabilities that will move data between OTDA’s primary and backup Systems located in the State’s datacenter locations.

The Contractor will be responsible for providing all network capabilities that will move data between all components and locations of its system to include access to its Administrative System. Contractor is also responsible for the connections to each of the State’s datacenter locations and must agree to work with NYS ITS on finalizing these connections. The Contractor must provide details of this network capability in their proposal.

a) Bandwidth

The Contractor must be able to ensure any communications needed between its mailed card site and its OTC card site as well as all communications within each of its sites is adequately serviced. Networks should be sized according to required production standards listed in section III.F.1.a) and III.F.1.b).

b) Transport Medium

The hardware and software components that the user data will travel between each of the Contractor's sites must be described. This includes, but is not limited to; WAN, MAN, ATM, Routers, Switches and frame relay. TCP/IP must be the required network protocol.

c) Encryption

The network between the Contractor's sites and NYS must be encrypted end to end per the NYS Encryption standard NYS-S14-007. The Contractor must also encrypt their intern network where NYS protected information is accessed, stored or traverses.

d) Location

Contractor shall provide its services and card production to OTDA and OTDA's end users solely from manufacturing sites and data centers physically located within the continental United States, meaning the 48 contiguous States and the District of Columbia (CONUS).

e) Network Availability

Contractor support must be available whenever traffic is expected to be moving on its internal network. In the case of CBIC card production traffic from OTDA to the Contractor, data is moving on the network 24 hours a day, 7 days a week, 365 days of the year, with peak traffic occurring overnight, but with substantial traffic occurring during the business day. Support must consist of a list of contacts for fully trained staff, as described below (including name, phone number and e-mail address), an understood method of identifying the network, and escalation procedures to ensure resolution of the problem.

f) Staff Responsibility

The hardware and software components that comprise the Contractor's internal network must be defined. The staff responsible for the support of these components must be fully trained in their operation.

g) Network and Back-up Network

The Contractor is required to provide network connections between its Primary Site, its Back-Up Site, and the OTC site as well as all connectivity to the required Web Based Administrative System.

The Contractor will be required to provide connections to the State's primary and back-up data centers (section III.S.4.e)) and have a mechanism in place to switch to the State's back-up network following notification by the State of an outage on the primary network. The Contractor will also be required to provide network connectivity from the State's primary and back-up datacenters back to their primary and back-up datacenters. A fully capable back-up network between all Contractor nodes must also be provided and supported. The Contractor must propose solutions that include a backup for "last mile" connectivity to the OTC site which will be designed to provide redundant connection to the Contractor's processing network. These solutions may include cable, multiple network providers, or other means by which the OTC site remain in communication with the Contractor's primary and backup main sites (i.e. datacenters). All proposed solutions must meet State approval before implementation. The Contractor must be capable of switching to its back-up network within 45 minutes (or less) of a failure to the primary network. All back-up networks will be subject to business continuity tests twice a year as scheduled by OTDA.

The Contractor's network and back-up network must be available 24 hours a day, 7 days a week, 365 days of the year.

5. Communications Protocols

The Contractor must support the protocol standard as determined by Service Oriented Architecture (SOA) infrastructure. The SOA infrastructure currently supports RESTful API protocol.

T. Network Requirements, File/Record Transfers

The Contractor must be able to accept records in the format that is currently being used by OTDA, unless OTDA agrees otherwise. As necessary when RESTful API fails, OTDA may request card production through the batch process. RESTful API would be brought down until any backlog has been resolved. RESTful API to be restore thereafter. Current record layouts for all data transferred between the Contractor System and OTDA's CBIC System at the time of this procurement are included in Exhibit 11 of this RFP.

U. Reporting

The Contractor must supply/make reports available to OTDA as defined below via a secure electronic media such as HTTPS and SFTP, or another mechanism as agreed to during the design phase of the project.

Operational and contract management reports must be supported. Reports must be transmitted or available 365 days a year. All daily reports will be for calendar days (midnight to 11:59pm). The Contractor must only use agreed upon/known return/error response codes in all reports.

Report format will be agreed to during the design phase and may include PDF, Excel and TXT as directed by OTDA.

Daily and monthly reports will be considered to be deliverables under the contract. The manner of daily and monthly report delivery will be agreed to during the design phase and may include reporting via an administrative portal, secure file transfer (SFT), transmission by batch file, downloadable through secure online storage in pull down site, or other such software solution as agreed to during design delivery discussion.

1. Operational Reports

At a minimum, the following reports will be provided to OTDA:

a) Daily Card Print Summary Report

Summarizes numbers of cards produced by type (OTC, Chip, Tap-to-Pay, Magnetic Stripe, authorized representative, mailed, vault).

b) Daily Card Detail Reports

Individual daily report for each card type issued - (OTC, Chip, Tap-to-Pay, Magnetic Stripe, authorized representative, mailed, vault).

Report must include data that was used for card issuance or printed on each card and each Card Carrier as follows: client last name, client first name, client middle initial, care of name (if any), authorized representative name (if any), CIN, card number, date/time printed, case number, district, production location and postal rate (if mailed). Report should be static with a specified time frame.

c) Monthly Billing Report

Includes the number, card type, cost per card, special program code, total card expense of OTC and mailed cards generated for the month.

d) Monthly Detail and Summary Report

Provides summary of all card request records received during the month (including, special program codes, records accepted, rejected, acted upon, not acted upon) along with the action taken regarding each record.

e) Monthly Detailed Card Issuance Report

Provides detailed listing and summary total of each card issued. Includes CIN, card number, request date, issued date, issue method (OTC vs. mailed), card type and special program code.

f) Monthly Unproduced Mail Card Report

Provides detailed listing of card numbers and CINs of mailed card records in “unproduced” status.

g) Daily Returned Mail Report

Daily report listing all mailed cards returned and destroyed at the return card facility. Report to include client name, mailing address, card number, special program number, local office issuing card and worker who requested the card.

h) Monthly Returned Mail Report

Monthly Report listing by district with total number of mailed cards returned and destroyed at the return card facility. Report to include, special program code, total number of mailed cards returned, total number cards mailed and percentage of cards returned.

i) Monthly Vault Card Inventory Report

Listing of all vault card inventory activity for the month. Report must include by district the vault card reorder point, shipment size, starting inventory count, cards used, number received during month and inventory at end of month.

j) Monthly Vault Card Shipment Report

Detailed listing of all cards sent to SSDs and NYC OTC site during the month. This report must include, for each shipment, the date of the shipment, the name of the SSD or NYC, the card numbers sent, and the total number of cards sent.

k) OTC Scanned Referral Report

Provides detail and summary totals of scanned referral documents at the OTC site. Report to include summary of number of cards accepted, number of cards with associated referral document and number of cards without associated referral documents. Details of card without associated referral document will be listed with referral number, card number, CIN, case key, client name and referral barcode date/time.

l) OTC Manual Card Issuance Report

Provides detail and summary totals of OTC cards printed but issuance station/system is subsequently down and issuance process cannot be electronically completed but instead is manually completed. The report will list card number, client name, date/time referral accepted, date/time card given to client.

m) Vault Card Issuance Report

Provide a detailed listing of all vault cards issued for a selected/reported timeframe and selected district(s). Data elements

to include card number, district, date received, client name, client CIN or ARN and User ID.

2. Contract Management Reports

At a minimum, the following reports will be provided to OTDA:

a) Mailed Card Issuance Monitoring Report

Daily total and monthly summary of the total number of cards mailed. Report will reflect all cards mailed zero (0) days delayed beyond the mailed card committed to timeframe, one (1) day delayed beyond the committed to timeframe, two (2) days delayed, three (3) days delayed, four (4) days delayed, etc.

b) Records Posting Report – Processing of Card Request Files from OTDA

Displays total number of records posted per hour for each day of the month along with total records available to be posted per hour for each day of the month.

c) Administrative System Monitoring Report

Down time of the Administrative System must be reported monthly by day and with monthly totals within the following categories:

- (1) 7 AM to 8:59 PM Monday through Friday excluding holidays
- (2) 9 PM to 6:59 AM Monday through Friday excluding holidays
- (3) Weekends and all holidays

d) OTC Monthly Monitoring Summary Report

Provide a summary listing of the total number of OTC cards produced within and outside of the 45-minute turnaround time requirement by day of the month. For each day of the month include total number of cards produced, number and percentage of cards produced within 45 minutes and the number and percentage of cards produced in more than 45 minutes.

e) OTC Monthly Monitoring Detail Report

Provide a detailed listing of each OTC card produced outside of the 45-minute turnaround time requirement. For each card include date card produced, number of minutes of turnaround, CIN, card number, and OTC card production site.

f) Monthly Client Turnaround Report

Detailed listing of all client arrival records created as required in Section III.F.2.c)(9).

g) Monthly Network Downtime Report

Network down time must be reported monthly by day and with monthly totals. Details of each Network outage will include cause, the date/time of the beginning and ending of each instance of down time, and operational points effected. Network downtime is reported for both mailed card sites and the NYC OTC site.

h) Monthly Client Arrival Summary Report

Daily total and monthly summary of the total number of OTC cards requested, number of OTC card referrals processed, and number of OTC cards successfully produced.

i) Parameter File Report

Daily report listing general parameters, SSD parameters, and POC demographics as currently stored in the parameter files. Report to include the general parameters of purge period, OTC timeout, universal notice text and special notice text in one section, SSD parameters of district name, district number, POC email address, vault card delivery address and mailed card return address of district.

j) Daily shredded OTC Card Log Report

Daily report of all OTC cards produced but not picked up by client and shredded at close of business. Report should include card number, OTC site, date destroyed, reason destroyed and user id of person destroying card.

V. Acceptance Testing

1. Acceptance and Stress Testing

After approval of the contract by the State's Comptroller's Office and prior to operational cutover, the Contractor must demonstrate the ability to satisfactorily complete the acceptance test. This acceptance test must be run in the production environment.

Testing must include the full functionality of all mailed card production, OTC card production and Administrative Systems processes for one week's duration. This includes both the primary and backup mailed card production facilities. During this week, the Contractor must provide the following for the total number of card request records processed through WMS production for the week. At a minimum, this shall include:

- a) Acceptance of the manual load or systems transfer of return addresses, message texts, timeout values and purge values into the parameter files.
- b) Receipt of production card request data from OTDA for five consecutive business days, 24 hours a day, seven (7) days a week, 365 days of the year.

- c) Real time response indicating receipt of card request data.
- d) Daily runs of mailed and OTC CBIC production (for five consecutive days coinciding with the receipt of the production card data.
- e) Card mounting, stuffing, protective sleeve insertion and presorting for mailed cards.
- f) Card History inquiry and printing via the Administrative System.
- g) Responding to OTDA systems with affirmation of card production as outlined in Section III.S.3.b) of the SOW.
- h) Card conformance with all ISO standards, as defined in Exhibit 10 (Card Standards).
- i) All text, graphics, and numbering will be correct and legible.
- j) All inserts will be correct and legible.

In the event Contractor initially fails to successfully complete the acceptance test, OTDA may provide a cure period, the duration of which will be solely at the discretion of OTDA. Subsequent failure to complete the acceptance test will result in OTDA assessing the Letter of Credit for all incremental costs necessary to continue its current operations subsequent to the planned cutover date. In addition, OTDA reserves the right to award the contract to another Offeror if this acceptance test cannot be completed successfully.

2. Full Functionality of All OTC Processes Displayed

Contractor employees and any Subcontractors, if applicable, must be on site and trained. PCs shall be operational for all functionality. For the OTC site, a complete walkthrough of all Contractor processes must take place using either the test or production systems. Processes displayed will include at a minimum:

- a) Client arrival transactions;
- b) Card registration and printing in production volumes, and within timeframes committed to by Contractor; and
- c) Retention and filing of all OTC records to include the scanning of redeemed referral documents.

Separation of duties requirements must be adhered to.

3. Vault Cards

Full functionality of all vault card creation and inventory distribution for SSDs and HRA designated sites must be demonstrated. Specifically, the following must be presented:

- a) Card numbering must be correct;
- b) CVV

- c) Expiration date (and any other chip requirements here)
- d) CAV calculation must be correct;
- e) Cards must conform to ISO standards, as defined in Exhibit 10 (Card Standards) and this SOW, and be found acceptable by an independent testing service;
- f) Physical characteristics of the cards must conform to ISO standards;
- g) Inventory control processes must be acceptable to OTDA;
- h) Shipping processes must be acceptable to OTDA; and
- i) Staff assigned to distribution must be adequate and acceptable to OTDA.

4. Certification

Following the acceptance test, it will be the Contractor's responsibility to provide independent certification that both the proposed CBICs and vault cards meet the ISO standards and the New York State durability standard as defined in Exhibit 10 (Card Standards) and contained in Section III.B. of this SOW. This certification must be provided by a certified Card Testing facility experienced in full ISO testing of financial transaction cards, as approved by OTDA. Test results provided to OTDA must be on original documents from the testing company and be accompanied by information adequate to allow OTDA to independently contact the testers and verify the results. The Contractor's instructions to the testing company must include a requirement that the tester transmit or mail the benchmark results directly to OTDA upon completion. At its discretion, OTDA will be free to communicate directly with any testing organization chosen.

Specific items that must be addressed in the certification include the following:

- a) Electrical and Magnetic Characteristics and placement on the Card with or without Chip that will guarantee readability of the card in standard track 2 card readers. ISO 7811-6, ISO/IEC 7810:2019, ISO/IEC 10536-2
- b) Physical Characteristics of the Card with or without chip that will guarantee reliability when used in conjunction with card transport mechanisms used in ATM devices. The cards must be compatible with use in standard track 2 reading POS devices and in ATM machines. ISO 7810-6, 10536-2:1995, 10536-1:2000
- c) Electrical, Magnetic, and associated Physical Characteristics required for Near Field Communication and tap-to-pay which will guarantee functionality of contactless payment. ISO 14443
- d) Physical, Electrical, and Magnetic Characteristics of the Chip that will guarantee its ability to withstand exposure to magnetic field

strength of 640 kA/m, ultraviolet light exposure, and ability to operate normally after exposure to electrostatic discharge of up to 6 kV, following IEC 61000-4-2. ISO/IEC 10536-1:2000,

- e) Physical, Electrical, and Magnetic Characteristics of the Chip that will guarantee the chip is securely encapsulated to prevent damage during manufacturing, transportation, and usage, that the chip is aligned with specified coupling areas (inductive and capacitive) to ensure effective data transmission and power transfer, that the chip's coupling elements are centered within the designated areas on the card for optimal performance. ISO/IEC 10536-1:2000, Annex B, ISO/IEC 10536-2:1995, ISO/IEC 10536-3:1996,
- f) Cards must have access control mechanisms to protect sensitive data stored on the chip and the card with chip must include tamper detection mechanisms that disable the chip if unauthorized access or tampering is detected. ISO/IEC 7816-3, ISO/IEC 7816-4, ISO/IEC 7813.
- g) The card and reader must mutually authenticate each other before initiating any transaction with authentication protocols preventing man-in-the-middle attacks. Chip and data exchanged between it and card reader or contactless communications must be encrypted utilizing AES-256 for contactless communications and support secure key exchange protocols to prevent eavesdropping and data tampering and align with NIST standards. ISO/IEC 7816-4, ISO/IEC 10536, ISO/IEC 10536-3, NIST SP 800-57,
- h) Physical Security of Cards that will guarantee resistance to tampering with text printed on the cards.
- i) Quality of Flat Graphics on the card that will guarantee that text printed on the card is easily readable. Many transactions will take place using the printed material on the front of the card for keying purposes.
- j) All permanent plastic cards possess high coercivity magnetic media characteristics. ISO 7810-6
- k) The following tests will be conducted by the independent testing organization:
 - l) All tests listed in Exhibit 10 (Card Standards) (ISO/IEC/ANSI Standards Durability Standards INCITS 322:2015) according to card types as listed.

5. Ongoing Quality Assurance

To ensure card conformance to ISO standards and NYS Standards as defined in Exhibit 10 (Card Standards), the Contractor will provide OTDA with proof of ISO Standard Testing on a quarterly basis. See Exhibit 10

for required test parameters. Tests will be conducted by a 3rd party test facility to be decided by OTDA during contract implementation.

- a) Tests will be conducted on six (6) of ten (10) randomly selected mailed cards and six (6) of ten (10) OTC cards produced on the production hardware. For OTC cards, five (5) randomly selected cards from each of the two (2) locations is required.
- b) Upon Contractor receipt of each new vault card shipment, ten (10) randomly selected vault cards will be tested.

W. Project Staffing Requirements

Key Staff are those positions listed below that are critical and essential to the effective management and performance of the CBIC Project. Contractor shall assign staff to fill each of the Key Staff positions. It is essential that these Key Staff positions are filled with qualified, experienced staff committed to the success of supporting the State's mission critical applications.

OTDA must approve the four (4) individuals proposed for the Key Staff positions. Four (4) months prior to the start of each Key Staff's assumption of duties, the Contractor must submit to OTDA a resume for each of the Key Staff.

The Contractor shall replace any Key Staff discharged with an employee of equal or better qualifications. OTDA reserves the right to require the Contractor discharge, from performance of any or all duties under the contract, Key Staff for reasonable cause. A Key Staff replacement occurring at OTDA's request shall be completed within thirty (30) calendar days of the written receipt by the Contractor of OTDA's replacement request. If OTDA exercises its right under this provision, it agrees to provide written notice to the Contractor setting forth its reasons to discharge an employee.

In the event it becomes necessary to replace Key Staff during the term of this contract, the Contractor must:

- 1. Provide OTDA with written notification of such replacement;
- 2. Provide OTDA with documentation describing the circumstances of the need for the replacement;
- 3. Provide a completed candidate experience and reference information for the proposed replacement staff; and
- 4. Obtain prior written approval from OTDA.

Below is a list of the four (4) Key Staff positions that must be staffed by the Contractor on a full-time basis during the life of the Contract, including the Transition, Operations, and Turnover.

The required Key Staff positions are:

a) Project Manager

This individual will be responsible for the overall operation of the CBIC Project including mailed card production, OTC operations and vault card distribution. The Project Manager must be OTDA's primary contact for all operational, financial and administrative issues related to the CBIC Project. Desired three (3) years' of:

- (1) supervisory experience in a card production environment;
- (2) experience in the procuring or manufacturing of card production hardware;
- (3) experience in the operations and management of a debit, EBT or credit card issuance system, producing a minimum of 500,000 cards per year;
- (4) experience in the management of Subcontractors and their staff.

b) NYC OTC Site Supervisor

The OTC site in New York City must have a Site Supervisor. This individual must be responsible for supervising all Contractor staff or subcontractor staff on site and assuring that the day-to-day OTC operations run smoothly.

It is desired the individuals proposed have the following qualifications:

- (1) One-year operational experience where the principal activity requires face to face interaction with the general public; and,
- (2) Three years of supervisory experience managing multiple employees.
- (3) Computer literacy in dealing with minor maintenance issues (i.e. replacing printer cartridges, cooperating with "computer help desk" personal); and,
- (4) Experience with hardware and software systems utilized in debit/credit card production.

c) Mailed Card Production Manager

This individual is responsible for the overall mailed card operations.

It is desired the individuals proposed have the following qualifications:

- (1) Three-years operational experience in bulk and volume mail operations using the USPS; and
- (2) Three-years of supervisory experience managing multiple employees.
- (3) Three-years managerial experience in a high volume, debit/credit card production environment.

- (4) One-year experience with the USPS' regulations governing bulk and volume mail; and
- (5) Two-years experience with hardware and software systems utilized in debit/credit card production.

d) CBIC Technical Manager

It is required the Technical Manager has a minimum of 5 years of experience as a Technical Manager. Here, Technical Manager shall mean a professional who has experience in supervising information technology operations (overseeing network issues, database issues, hardware and software issues, etc) from start to completion by setting timelines, delegating tasks and coordinating teams.

The CBIC Project Technical Manager will be responsible for all the Contractor technical requirements on the CBIC project. The Technical Manager will work closely with the card Contractor's Project Manager, the NY State CBIC Project manager and the State's CBIC Technical Manager. The technical manager will be the single point of contact for NY State staff for all issues directly related to technical operations, i.e. Network issues, database issues, hardware and software issues, etc.

(1) It will be the Technical Manager's responsibility:

- (a) To assure that all communications networks are properly installed and correctly configured. Includes, primary networks, back-up networks, HSRP networks and all associated hardware and software used in the creation of said networks above.
- (b) To oversee all operational hardware and software, i.e. desktop card printers, referral document scanners, software applications for production of CBIC cards and software related to CBIC communications networks. Manage the conversion and implementation process of the NY State CBIC database. If database operations are being handled by a database group subcontracted by the Contractor, the Technical Manager will oversee the conversion and implementation process being performed by such group.

(2) It is desired individuals proposed for Technical Manager have 3 to 5 Years experience in:

- (a) designing, building and implementing communications networks, including Primary and back up communications networks.

- (b) RESTful API (Simple Object Access Protocol) and SOA (Service Oriented Architecture) communications protocols.
- (c) design and implementation of HSRP (Hot Standby Router Protocol) back up networks.
- (d) design and implementation of VRRP (Virtual Router Redundancy Protocol) protocols.
- (e) design and implementation of SFTP (Secure File Transfer Protocol) communication protocols.
- (f) database configurations.
- (g) the implementation of card production hardware, to include, Desktop Card printers, High Speed Document Scanners, associated software.
- (h) a card production environment managing technical operations. Mainly Over-the-Counter Card operations.
- (i) ability to manage single or multiple Subcontractors performing technical work or providing services similar to the New York State CBIC project.

Exhibit 1: Production Volumes

Definitions

CBIC Cards or Cards or CBICs: CBIC Cards or Cards or CBICs are any and all cards produced through this procurement.

Mailed Cards: Mailed cards are permanent CBIC cards that are mailed to recipients.

Over The Counter (OTC) Cards: Over The Counter CBIC cards are permanent plastic CBICs that are produced on a "while you wait" basis in 1 location in New York City operated by the Human Resources Administration.

Vault Cards: Vault Cards are plastic temporary CBIC cards that are pre-printed and pre-encoded with a card number but no client specific data. They are purchased in bulk and are used while clients await their permanent CBIC cards in the mail. Their usage is typically limited to 90 days. Vault Cards are also used as disaster cards in case of an emergency. OTDA requires an inventory of 600,000 Vault cards on hand at the vendor. As inventory levels dip below 650,000 new orders are placed to replenish the stock. OTDA can modify the inventory requirements in anticipation of any need or based on past usage.

EBT (SNAP / Cash) Cards: EBT Cards are permanent CBIC cards that clients in receipt of SNAP or cash assistance use to access benefits. These cards may contain the additional features of Chip, or Chip and Tap functionality (OTDA's option) as well as magnetic stripe. OTDA retains the right to use only magnetic stripe or return to using magnetic stripe only at any time during the contract as it sees appropriate. In the event of any card production change, OTDA will work with the vendor to ensure adequate levels of stock are on hand before any change in card production are enforced.

Summer EBT (SEBT) Cards: SEBT Cards are CBIC EBT Cards. Their delineation in the chart below is to reflect their effect on production numbers at any given time. SEBT cards are issued year-round to clients who may order them on their own but are typically mass issued during certain times. The chart below reflects 2 large issuances of SEBT cards (Winter 2023 & Summer/Fall 2024). However, in future years SEBT card issuance will closely follow the SEBT issuance period as required by USDA.

Medicaid (MA) only Cards: MA only cards are CBIC cards for clients who receive Medicaid, but do not receive, or are not a payee, on a SNAP or cash assistance case. MA only cards will be magnetic stripe only. If future developments require chipped cards for MA clients, OTDA will modify its card requests record to accommodate.

Authorized Representative Cards (Auth Rep): CBICs issued to Authorized Representatives (persons acting on behalf of recipients).

Total Card Production

Month	Mailed	OTC	Total	Vault Cards Issued*
November 2023	594,485	18,446	612,931	35,652
December 2023	224,302	17,686	241,988	34,225
January 2024	220,928	18,832	239,760	36,488
February 2024	203,585	17,775	221,360	35,962
March 2024	222,123	17,706	239,829	33,961
April 2024	197,193	18,370	215,563	35,465
May 2024	206,071	19,394	225,465	41,141
June 2024	185,052	18,997	204,049	38,882
July 2024	204,967	20,293	225,260	40,838
August 2024	1,024,884	19,289	1,044,173	39,775
September 2024	250,854	18,550	269,404	37,856
October 2024	262,957	20,033	282,990	40,212
Total	3,797,401	225,371	4,022,772	450,457

*Vault Card total is separate as they are not produced monthly, they are issued from inventory which is purchased separately

Mailed Card Breakdown

Month	EBT (SNAP / Cash)	SEBT	Auth Rep	MA only	Total Mailed Cards
November 2023	83,420	388,127	218	122,720	594,485
December 2023	85,804	23,290	207	115,001	224,302
January 2024	79,923	4,930	469	135,606	220,928
February 2024	83,531	4,169	244	115,641	203,585
March 2024	79,869	25,300	248	116,706	222,123
April 2024	78,108	1,577	223	117,285	197,193
May 2024	88,631	1,430	221	115,789	206,071
June 2024	83,025	1,614	247	100,166	185,052
July 2024	75,320	13,518	217	115,912	204,967
August 2024	103,114	804,816	244	116,710	1,024,884
September 2024	72,889	63,576	224	114,165	250,854
October 2024	86,632	54,991	471	120,863	262,957
Total	1,000,266	1,387,338	3,233	1,406,564	3,797,401

OTC Production Breakdown

Month	EBT (SNAP / Cash)	MA only	Auth Rep	Total OTC Cards
November 2023	17,325	1,056	65	18,446
December 2023	16,477	1,163	46	17,686
January 2024	17,360	1,420	52	18,832
February 2024	16,265	1,460	50	17,775
March 2024	16,194	1,476	36	17,706
April 2024	16,778	1,546	46	18,370
May 2024	17,784	1,555	55	19,394
June 2024	17,554	1,402	41	18,997
July 2024	18,535	1,723	35	20,293
August 2024	17,622	1,631	36	19,289
September 2024	17,150	1,362	38	18,550
October 2024	18,339	1,656	38	20,033
Total	207,383	17,450	538	225,371

Vault Card Production Breakdown

Dist.ID#	County	March 2024	April 2024	May 2024	3 Mo. Average
1	Albany	755	845	933	844
2	Allegany	54	59	66	60
3	Broome	223	192	371	262
4	Cattaraugus	140	177	177	165
5	Cayuga	169	192	155	172
6	Chautauqua	686	788	880	785
7	Chemung	415	418	431	421
8	Chenango	107	115	138	120
9	Clinton	232	239	277	249
10	Columbia	62	75	93	77
11	Cortland	132	150	164	149
12	Delaware	58	48	51	52
13	Dutchess	316	294	364	325
14	Erie	2,381	2,402	2,737	2,507
15	Essex	27	17	20	21
16	Franklin	99	98	141	113
17	Fulton	184	198	223	202
18	Genesee	84	91	114	96
19	Greene	79	71	86	79
20	Hamilton	5	2	4	4
21	Herkimer	137	174	185	165
22	Jefferson	277	252	343	291
23	Lewis	53	36	53	47

Dist.ID#	County	March 2024	April 2024	May 2024	3 Mo. Average
24	Livingston	95	105	83	94
25	Madison	94	101	93	96
26	Monroe	2,846	2,940	3,402	3,063
27	Montgomery	132	127	141	133
28	Nassau	747	783	826	785
29	Niagara	620	673	779	691
30	Oneida	702	731	928	787
31	Onondaga	1,180	1,310	1,566	1,352
32	Ontario	159	207	193	186
33	Orange	160	193	199	184
34	Orleans	84	92	89	88
35	Oswego	180	201	229	203
36	Otsego	90	83	84	86
37	Putnam	18	12	15	15
38	Rensselaer	339	436	425	400
39	Rockland	372	383	399	385
40	St. Lawrence	127	127	164	139
41	Saratoga	112	115	108	112
42	Schenectady	422	483	576	494
43	Schoharie	40	36	23	33
44	Schuyler	30	29	20	26
45	Seneca	72	73	69	71
46	Steuben	286	214	286	262
47	Suffolk	1,458	1,397	1,650	1,502
48	Sullivan	228	206	268	234
49	Tioga	39	50	57	49
50	Tompkins	214	199	229	214
51	Ulster	312	315	403	343
52	Warren	112	124	110	115
53	Washington	87	97	112	99
54	Wayne	99	100	102	100
55	Westchester	1,181	1,057	1,142	1,127
56	Wyoming	30	32	35	32
57	Yates	34	20	39	31
66	NYC	14,569	15,473	18,277	16,106
97	OMH	2	0	0	1
78	NY Health Exchange	14	8	14	12
Total		33,961	35,465	41,141	36,856

Exhibit 2: Mailed Cards Return Address File

District Number	District Name	Address To:	Address	City	State	Zip/Zip+4
2 Char.	25 Character Field	50 Character field	35 Character field	20 Character field	2 char.	9 Characters
Numeric	Alpha/Numeric	Alpha/Numeric	Alpha/Numeric	Alpha	Alpha	Numeric

Data required to populate this table will be provided by OTDA during system build out.

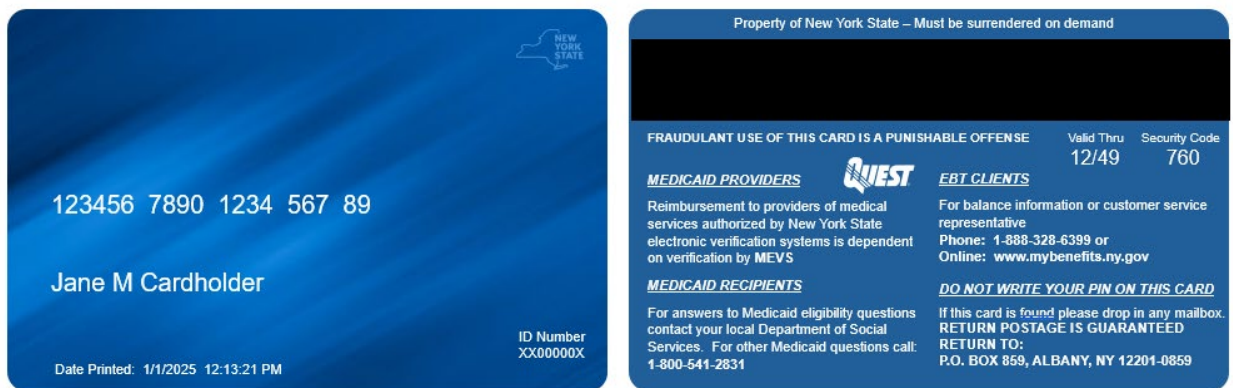
Exhibit 3: Card Production Volumes

Date	Mailed Cards	OTC Cards	Daily Totals
3/1/2024	8,872	889	9,761
3/2/2024	124	0	124
3/3/2024	0	0	-
3/4/2024	9,893	1,081	10,974
3/5/2024	7,019	940	7,959
3/6/2024	12,366	857	13,223
3/7/2024	9,699	887	10,586
3/8/2024	7,681	1,052	8,733
3/9/2024	372	0	372
3/10/2024	0	0	-
3/11/2024	12,139	1008	13,147
3/12/2024	9,577	988	10,565
3/13/2024	8,165	886	9,051
3/14/2024	10,538	829	11,367
3/15/2024	9,309	870	10,179
3/16/2024	124	0	124
3/17/2024	0	0	-
3/18/2024	12,123	922	13,045
3/19/2024	13,403	794	14,197
3/20/2024	10,280	763	11,043
3/21/2024	8,436	730	9,166
3/22/2024	8,082	772	8,854
3/23/2024	401	0	401
3/24/2024	0	0	-
3/25/2024	8,940	885	9,825
3/26/2024	13,341	706	14,047
3/27/2024	12,196	673	12,869
3/28/2024	13,480	497	13,972
3/29/2024	15,242	677	15,919
3/30/2024	321	0	321
3/31/2024	0	0	-
March Totals	222,123	17,706	239,829

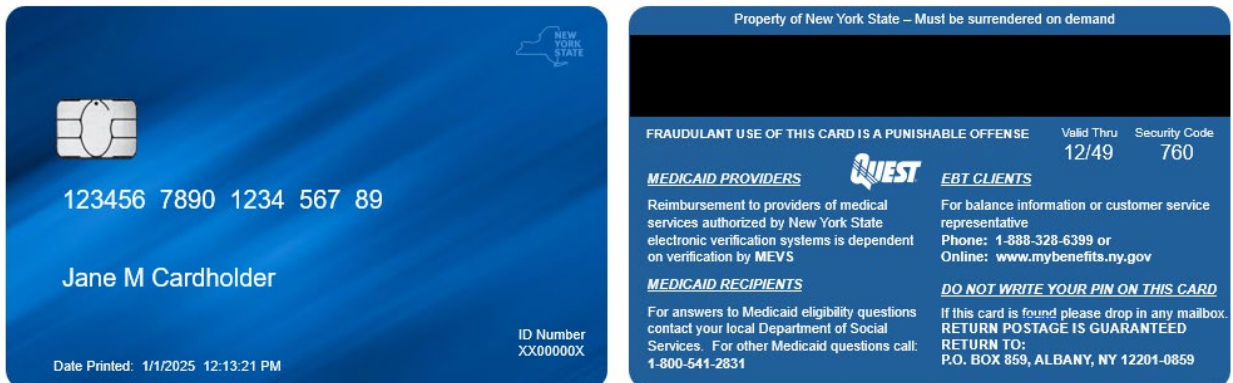
Exhibit 4 – Card Design Graphics

OTDA is interested in modifying the CBIC card design. These examples are only for informational purposes. OTDA will work with the selected vendor to design a new card that meets all information/data requirements and conforms to standards for layout and chip placement.

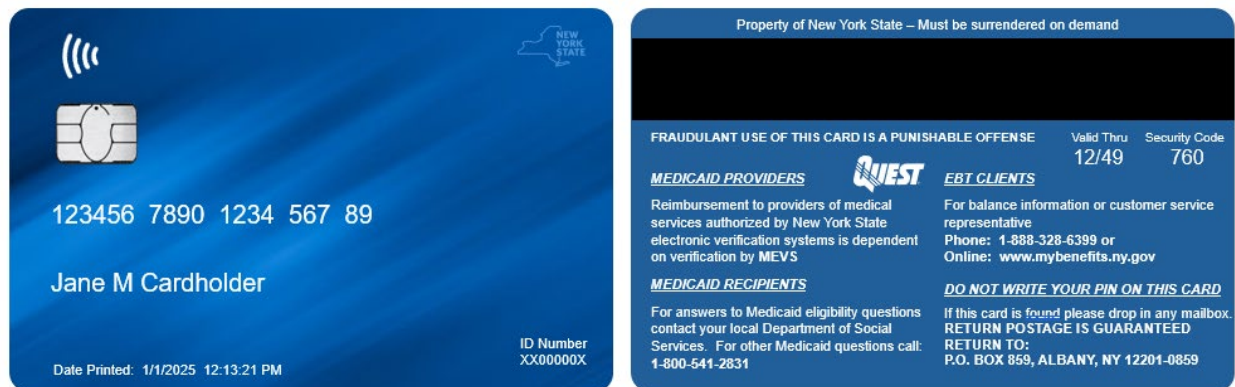
Permanent Card with Magnetic Stripe only:



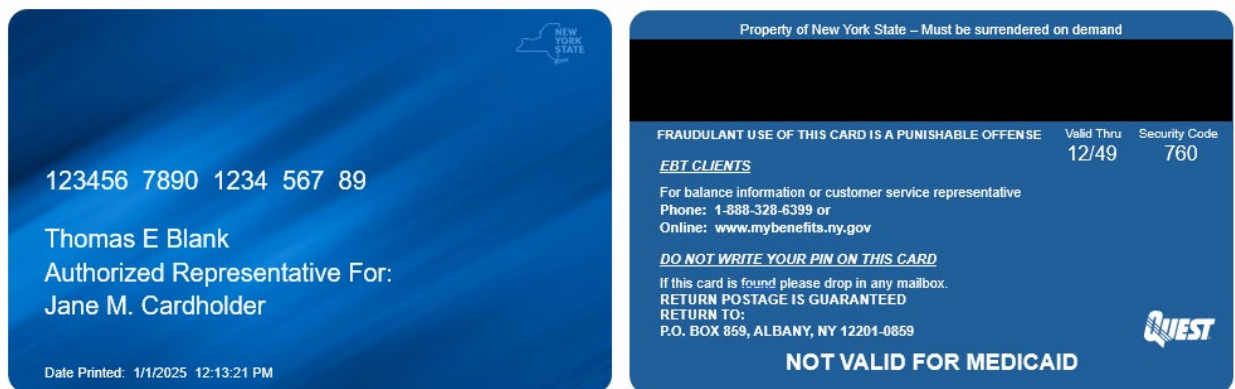
Permanent Card with EMV Chip and Magnetic Stripe:



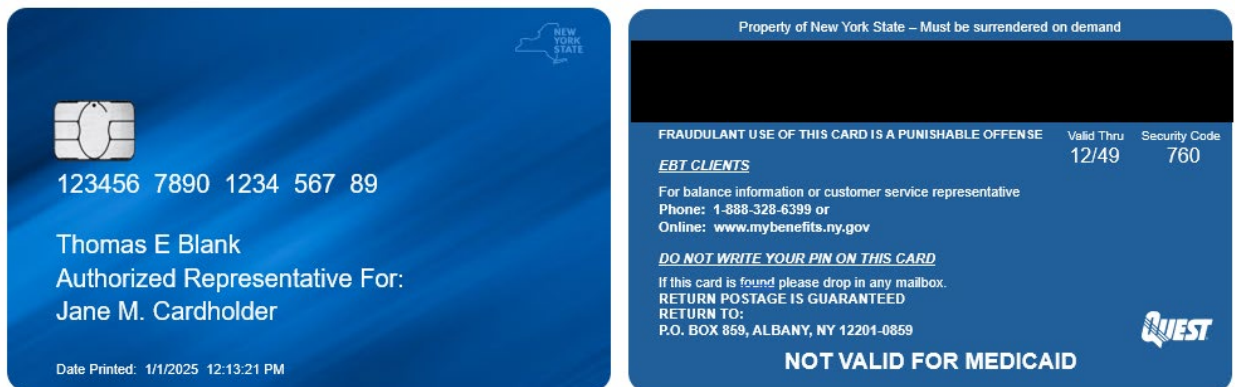
Permanent Card with EMV Chip, Tap, and Magnetic Stripe:



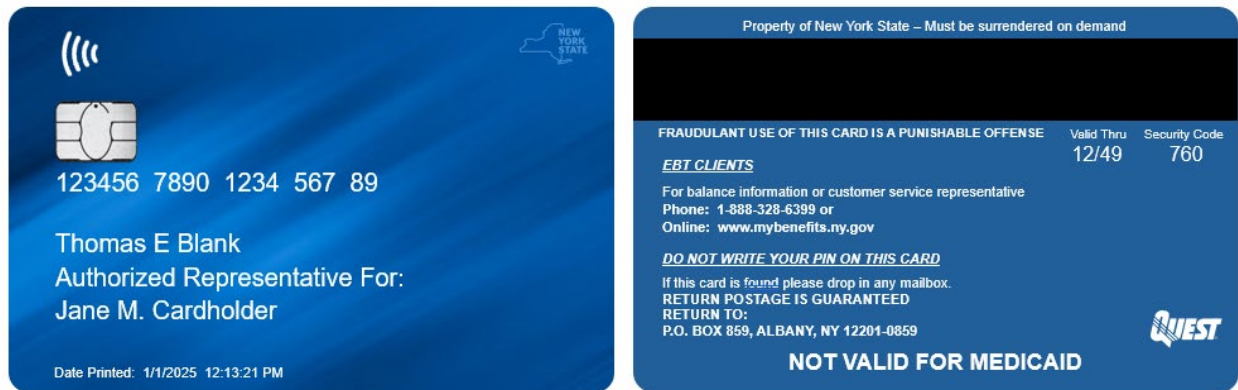
Authorized Representative Card with Magnetic Stripe only:



Authorized Representative Card with EMV Chip and Magnetic Stripe:



Authorized Representative Card with EMV Chip, Tap, and Magnetic Stripe:



Vault Card with Magnetic Stripe only:



Vault Card with EMV and Magnetic Stripe:



Vault Card with EMV Chip, Tap, and Magnetic Stripe:

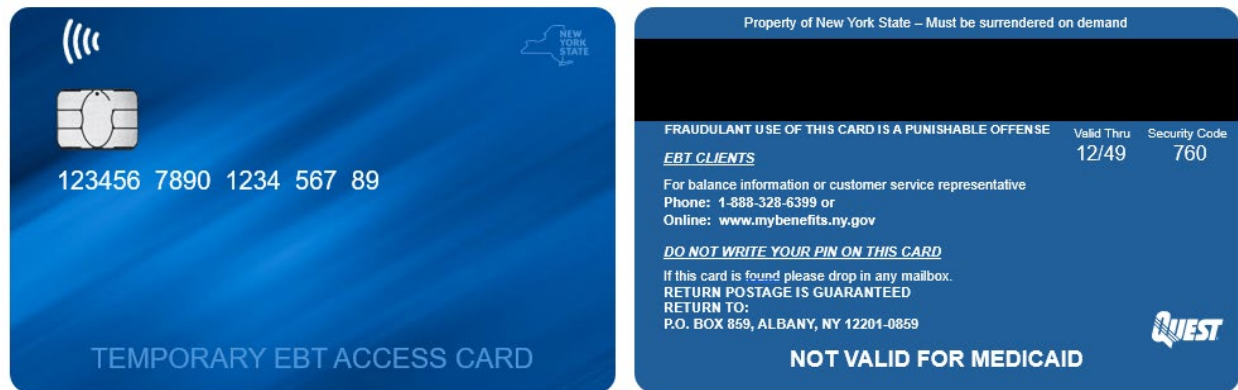


Exhibit 5 – Card Carrier Samples

Sample A



Here is Your New BENEFIT Identification Card!

If you are eligible this card can be used for:

- Medicaid
- SNAP Benefits
- Temporary Assistance

YOU MUST CARRY THIS CARD to receive these services

IMPORTANT: MEDICAID RECIPIENTS WHO ARE ENROLLED IN A HEALTH PLAN MUST PRESENT THEIR HEALTH PLAN ID CARD AND/OR THEIR NYS BENEFIT IDENTIFICATION CARD TO THE PHARMACY WHEN OBTAINING PRESCRIPTION DRUGS.

Encuentre adjunta su nueva tarjeta de identificación para beneficios
Si usted es apto para recibir beneficios, puede usar esta tarjeta para:

- Medicaid
- Subsidio del Programa de Asistencia Nutricional Suplementaria (SNAP)
- Asistencia Temporal

USTED TIENE QUE LLEVAR CONSIGO ESTA TARJETA para recibir estos servicios

IMPORTANTE: LOS BENEFICIARIOS DE MEDICAID QUE ESTÁN INSCRITOS EN UN PLAN DE SALUD DEBEN PRESENTAR LA TARJETA DE IDENTIFICACIÓN DEL PLAN DE SALUD O LA TARJETA DE IDENTIFICACIÓN DE BENEFICIOS DE NYS A LA FARMACIA CUANDO OBTIENEN MEDICAMENTOS RECETADOS.

New information for personal identification numbers (PIN'S):

Mailed PIN numbers will only be made available to EBT card holders that do not have valid social security numbers or if your case worker has determined that a mailed PIN is required. If you do not receive a mailed PIN, you can PIN your card by calling the following toll-free number: 1-888-328-6399. Please be prepared to provide the security information required to complete this process.

For all recipients receiving Temporary Cash Assistance or SNAP benefits: You are responsible for keeping your PIN and card secure. Keep your card separate from your PIN and never write your PIN on your card. If you lose your card or if it is stolen, you must first call EBT customer service at 1-888-328-6399 to have the card deactivated. Once you have deactivated your card the EBT customer service helpline will ask if you wish to have your card replaced and mailed. Please follow the steps during this process to receive your replacement card in a timely manner.

Important: *Recipients enrolled in Medicaid through NYSOH, the Official Health Plan Marketplace should contact NYSOH customer service at 1-855-355-5777 to request a replacement benefit card.

Sign your card in the space provided on the back of the card. A parent or guardian must sign a child's card. Please check the information on the enclosed card. If the information is not correct, notify your local Department of Social Services, or, in New York City, contact your Medicaid, SNAP or Job Center.

EBT cash or SNAP recipients: You can log into: www.mybenefits.ny.gov to access your account information.

Información actualizada de número de identificación personal (PIN):

Sólo podrán recibir el número de PIN por correo los titulares de tarjeta EBT que no tengan un número de seguro social válido o si el trabajador social ha determinado que se requiere un PIN por correo. Si usted no recibe un PIN por correo, puede solicitarlo llamando gratis al siguiente número telefónico: 1-888-328-6399. Está preparado para suministrar la información de seguridad requerida para completar este proceso.

Atención beneficiarios de Asistencia Temporal de dinero en efectivo o Subsidio del Programa de Asistencia Nutricional Suplementaria (SNAP):

Usted es responsable de mantener su número de identificación personal o PIN, en un lugar seguro. Debe guardar esta tarjeta por separado de su número PIN. Si pierde la tarjeta o se la roban; debe llamar, primeramente, al servicio de atención al cliente de EBT al 1-888-328-6399 y solicitar que desactiven la tarjeta. Una vez que ha desactivado su tarjeta, un representante de servicio al cliente de EBT le preguntará si desea que le reemplacen su tarjeta y se la envíen por correo. Siga los pasos durante este proceso para recibir la tarjeta de reemplazo con prontitud.

Importante: *Los beneficiarios inscritos en Medicaid por medio del Mercado Oficial de New York State of Health (NYSOH) deben llamar a la línea de atención al cliente de NYSOH al 1-855-355-5777 para solicitar la tarjeta beneficio de reemplazo.

Firme su tarjeta en el espacio indicado en la parte de atrás. Si la tarjeta pertenece a un niño, uno de los padres o el tutor debe firmarla. Favor de verificar los datos en la tarjeta adjunta. Si los datos son incorrectos, notifíquese al departamento local de servicios sociales; o en la Ciudad de Nueva York, comuníquese con la oficina de Medicaid, o con una oficina de SNAP o con un Centro Laboral.

Beneficiarios de SNAP o de dinero en efectivo de EBT: Si desea obtener información sobre su cuenta entre al sitio web: www.mybenefits.ny.gov.

Universal Text Field (if needed)

Special Text Field (if needed)

IMPORTANT INFORMATION ABOUT YOUR NEW YORK STATE BENEFIT IDENTIFICATION CARD

- This is your New York State Benefit Identification card, used for Medicaid, Temporary Assistance and SNAP benefits, according to your eligibility. If you have been provided with a protective sleeve for your CBIC card, keep your card in the card sleeve and in a safe place when not in use. The protective sleeves are available at your local Department of Social Services or if in New York City your Job Center or SNAP site.
- You are responsible for keeping your Personal Identification Number (PIN) and card secure. Keep your card separate from your PIN and never write your PIN number on the card. If someone else uses your card and PIN, the benefits will not be replaced. If your card is lost or stolen, you must first call EBT Customer Service at 1-888-328-6399 to have the card deactivated. Next, to request a new card you will need to contact your local Department of Social Services or if in New York City contact your Job Center, SNAP site, or Medicaid site if you are Medicaid eligible.
- For information regarding your Medicaid benefits, you may call the Medicaid Toll-Free Helpline number at 1-800-541-2831.
- For those eligible to receive medical services and supplies, restrictions or other conditions of Medicaid eligibility are not shown on this card. Your doctor, pharmacist or other provider of medical services will be informed of these limitations when they verify eligibility prior to delivering services.
- Have your CBIC card available whenever you get medical care, services, and supplies, including prescriptions at the pharmacy. The actual card is necessary for providers to verify your Medicaid eligibility each time you receive a Medicaid benefit. If your providers are unable to verify your eligibility, your medical services may be delayed until they are able to do so.
- Protect your card. It is for your use only. Do not let any unauthorized person use your card to obtain benefits or medical services. It is illegal and it may affect your ability to receive medical care.
- New cards will be issued when you report to your local Social Service Office that your name has changed or that your card has been lost, stolen or damaged.
- Keep the card even if you stop receiving benefits. The same card will be used again if you become eligible in the future.

INFORMACIÓN IMPORTANTE SOBRE SU TARJETA DE IDENTIFICACIÓN PARA BENEFICIOS DEL ESTADO DE NUEVA YORK

- Esta es su Tarjeta de Identificación para Beneficios del Estado de Nueva York, según el tipo de beneficio al que usted tenga derecho, puede usar esta tarjeta para los programas de Medicaid, Asistencia Temporal y, o Nutrición Supplemental Programa Asistencial. Si se le ha proporcionado una funda protectora para su tarjeta CBIC, mantenga su tarjeta dentro de la funda de la tarjeta y en un lugar seguro cuando no la esté utilizando. Puede solicitar las fundas protectoras en el Departamento de Servicios Sociales local o si está en la Ciudad de Nueva York en el Centro de Trabajo local o en el sitio SNAP.
- Usted tiene la responsabilidad de conservar su número personal de identificación (PIN) en un lugar seguro. No debe guardar esta tarjeta junto con su PIN. Nunca escriba su PIN en la tarjeta. Si pierde o le roban su PIN, llame inmediatamente al 1-888-328-6399 para cambiarlo. También puede cambiarlo en el Departamento de Servicios Sociales de su localidad, o en la ciudad de Nueva York, en su Centro de Trabajo o Centro de Nutrición Supplemental Programa Asistencial. Para aquellas personas habilitadas para recibir servicios y suministros médicos, la tarjeta no indica restricciones u otras condiciones de habilitación para Medicaid. Informaremos a su médico, farmacéutico u otro profesional de la salud sobre estas limitaciones cuando ellos nos llamen para verificar su habilitación, antes de la prestación de servicios.
- Proteja su tarjeta; es sólo para su uso personal. No permita que ninguna persona no autorizada la use para obtener beneficios y servicios médicos; debido a que tal uso es ilegal y puede afectar su acceso a servicios de atención médica, Asistencia Temporal o Nutrición Supplemental Programa Asistencial. Presente esta tarjeta cada vez que solicite beneficios o servicios médicos.
- Si usted informa a la Oficina de Servicios Sociales de su localidad sobre un cambio en su nombre o una tarjeta perdida, robada o dañada, se le emitirá una nueva tarjeta.
- Conserve su tarjeta, aun cuando haya dejado de recibir servicios. Usará la misma tarjeta si vuelve a recibir beneficios en un futuro.

IMPORTANT NOTICE

The attached card is your New York State Benefit

Identification Card. **This card must be presented to your doctor, pharmacist, or other health care provider when you request services. If you do not bring your card with you when you request services, you may be unable to receive medical services including treatment, supplies and medications.**

The requirement for periodic re-determination of eligibility continues.

AVISO IMPORTANTE

La tarjeta adjunta es su nueva Tarjeta de Identificación para

Beneficios del Estado de Nueva York. **Usted debe presentarla cada vez que solicite los servicios de su médico o de otro profesional de la salud. Si no presenta su tarjeta al momento de solicitar servicios, es posible que no reciba los servicios médicos solicitados.**

El requisito de una evaluación periódica de requisitos se mantiene vigente.



**Here is Your
New Authorized Representative BENEFIT
Identification Card!**

If the recipient you are representing is eligible, this card can be used for:

- SNAP Benefits
- Temporary Assistance Benefits

A SEPARATE CARD FOR EACH PROGRAM IS NOT NEEDED

Encuentre adjunta su nueva tarjeta de identificación de representante autorizado.

INFORMACIÓN ACTUALIZADA DE NÚMERO DE IDENTIFICACIÓN PERSONAL (PIN). SÓLO PODRÁN RECIBIR EL NÚMERO PIN POR CORREO LOS TITULARES DE TARJETA EBT QUE NO TENGAN UN NÚMERO DE SEGURO SOCIAL VÁLIDO O SI EL TRABAJADOR SOCIAL HA DETERMINADO QUE SE REQUIERE UN PIN POR CORREO. SI USTED NO RECIBE UN PIN POR CORREO, PUEDE SOLICITARLO LLAMANDO GRATIS AL SIGUIENTE NÚMERO TELEFÓNICO: **1-888-328-6399**. ESTÉ PREPARADO PARA SUMINISTRAR LA INFORMACIÓN DE SEGURIDAD REQUERIDA PARA COMPLETAR ESTE PROCESO.

ATENCIÓN REPRESENTANTE AUTORIZADO PARA RECIBIR ASISTENCIA TEMPORAL O SUBSIDIO SNAP A NOMBRE DE UN BENEFICIARIO:

USTED ES RESPONSABLE DE MANTENER SU NÚMERO DE IDENTIFICACIÓN PERSONAL O PIN, EN UN LUGAR SEGURO. DEBE GUARDAR ESTA TARJETA POR SEPARADO DE SU NÚMERO PIN. NUNCA ESCRIBA SU NÚMERO PIN EN SU

TARJETA DE IDENTIFICACIÓN PARA BENEFICIOS. LOS BENEFICIOS YA RETIRADOS NO SE PUEDEN REEMPLAZAR. SI PIERDE LA TARJETA O SE LA ROBAN, LLAME INMEDIATAMENTE AL **1-888-328-6399** Y CAMBIE SU NÚMERO PIN. TAMBIÉN, PUEDE HACERLO EN EL DEPARTAMENTO DE SERVICIOS SOCIALES LOCAL DEL BENEFICIARIO, O EN LA CIUDAD DE NUEVA YORK, EN UNO DE LOS CENTROS LABORALES O EN UNA OFICINA DE SNAP.

BENEFICIARIOS DE SNAP O DE DINERO EN EFECTIVO DE EBT: SI DESEA OBTENER INFORMACIÓN SOBRE SU CUENTA ENTRE AL SITIO WEB: www.mybenefits.ny.gov.

LOS TITULARES DE CUENTAS DE DINERO EN EFECTIVO PUEDEN HACER 2 RETIROS AL MES DESDE UN CAJERO AUTOMÁTICO SIN PAGAR LA CUOTA DE USO DE 0,45 CENTAVOS. CIERTOS COMERCIOS LE PERMITEN HACER UN RETIRO SIN QUE TENGA QUE HACER UNA COMPRA. PREGÚNTELE AL ENCARGADO DE LA TIENDA CUÁL ES LA REGLA SOBRE RETIROS DE DINERO EN EFECTIVO.

Si el beneficiario que usted representa reúne los requisitos, con esta tarjeta puede recibir:

- Subsidio del Programa de Asistencia Nutricional Suplementaria
- Asistencia Temporal

PUEDEN UTILIZAR ESTA TARJETA PARA AMBOS PROGRAMAS.

NEW INFORMATION FOR PERSONAL IDENTIFICATION NUMBERS (PIN'S) MAILED PIN NUMBERS WILL ONLY BE MADE AVAILABLE TO EBT CARD HOLDERS THAT DO NOT HAVE VALID SOCIAL SECURITY NUMBERS OR IF YOUR CASE WORKER HAS DETERMINED THAT A MAILED PIN IS REQUIRED. IF YOU DO NOT

RECEIVE A MAILED PIN, YOU CAN PIN YOUR CARD BY CALLING THE FOLLOWING TOLL FREE NUMBER: 1-888-328-6399. PLEASE BE PREPARED TO PROVIDE THE SECURITY INFORMATION REQUIRED TO COMPLETE THIS PROCESS.

FOR ALL AUTHORIZED REPRESENTATIVES ACCESSING TEMPORARY ASSISTANCE OR SNAP ON BEHALF OF RECIPIENTS:

YOU ARE RESPONSIBLE FOR KEEPING YOUR PERSONAL IDENTIFICATION NUMBER (PIN) SECURE. YOU MUST KEEP THIS CARD SEPARATE FROM YOUR PIN. NEVER WRITE YOUR PIN ON YOUR BENEFIT IDENTIFICATION CARD. ONCE ACCESSED THESE BENEFITS CANNOT BE REPLACED. IF YOUR PIN IS LOST OR STOLEN IMMEDIATELY CALL 1-888-328-6399 AND CHANGE YOUR PIN. YOU CAN ALSO CHANGE YOUR PIN BY VISITING THE RECIPIENT'S LOCAL DEPARTMENT OF SOCIAL SERVICES, OR IN NEW YORK CITY, THEIR JOB CENTER OR SNAP SITE.

EBT CASH OR SNAP RECIPIENTS: YOU CAN LOG INTO: www.mybenefits.ny.gov TO ACCESS YOUR ACCOUNT INFORMATION. CASH ACCOUNTS ARE ALLOWED 2 WITHDRAWALS PER MONTH AT AN ATM WITHOUT A .45 CENT USAGE FEE. SOME

STORES ALLOW CASH BACK WITHOUT A PURCHASE. JUST ASK THE STORE ABOUT THEIR EBT CASH BACK POLICY.

IMPORTANT INFORMATION ABOUT YOUR NEW YORK STATE BENEFIT IDENTIFICATION CARD

- This is your New York State Benefit Identification card, used for Medicaid, Temporary Assistance and SNAP benefits, according to your eligibility. If you have been provided with a protective sleeve for your CBIC card, keep your card in the card sleeve and in a safe place when not in use. The protective sleeves are available at your local Department of Social Services or if in New York City your Job Center or SNAP site.
- You are responsible for keeping your Personal Identification Number (PIN) and card secure. Keep your card separate from your PIN and never write your PIN number on the card. If someone else uses your card and PIN the benefits will not be replaced. If your card is lost or stolen, you must first call EBT Customer Service at 1-888-328-6399 to have the card deactivated. Next, to request a new card you will need to contact your local Department of Social Services or if in New York City contact your Job Center, SNAP site, or Medicaid site if you are Medicaid eligible.
- For information regarding your Medicaid benefits, you may call the Medicaid Toll-Free Helpline number at 1-800-541-2831.
- For those eligible to receive medical services and supplies, restrictions or other conditions of Medicaid eligibility are not shown on this card. Your doctor, pharmacist or other provider of medical services will be informed of these limitations when they verify eligibility prior to delivering services.
- Have your CBIC card available whenever you get medical care, services, and supplies, including prescriptions at the pharmacy. The actual card is necessary for providers to verify your Medicaid eligibility each time you receive a Medicaid benefit. If your providers are unable to verify your eligibility, your medical services may be delayed until they are able to do so.
- Protect your card. It is for your use only. Do not let any unauthorized person use your card to obtain benefits or medical services. It is illegal and it may affect your ability to receive medical care.
- New cards will be issued when you report to your local Social Service Office that your name has changed or that your card has been lost, stolen or damaged.
- Keep the card even if you stop receiving benefits. The same card will be used again if you become eligible in the future.

INFORMACIÓN IMPORTANTE SOBRE SU TARJETA DE IDENTIFICACIÓN PARA BENEFICIOS DEL ESTADO DE NUEVA YORK

- Esta es su Tarjeta de Identificación para Beneficios del Estado de Nueva York, según el tipo de beneficio al que usted tenga derecho, puede usar esta tarjeta para los programas de Medicaid, Asistencia Temporal y, o Nutrición Supplemental Programa Asistencial.
- Usted tiene la responsabilidad de conservar su número personal de identificación (PIN) en un lugar seguro. No debe guardar esta tarjeta junto con su PIN. Nunca escriba su PIN en la tarjeta. Si pierde o le roban su PIN, llame inmediatamente al 1-888-328-6399 para cambiarlo. También puede cambiarlo en el Departamento de Servicios Sociales de su localidad, o en la ciudad de Nueva York, en su Centro de Trabajo o Centro de Nutrición Supplemental Programa Asistencial. Para aquellas personas habilitadas para recibir servicios y suministros médicos, la tarjeta no indica restricciones u otras condiciones de habilitación para Medicaid. Informaremos a su médico, farmacéutico u otro profesional de la salud sobre estas limitaciones cuando ellos nos llamen para verificar su habilitación, antes de la prestación de servicios.
- Proteja su tarjeta; es sólo para su uso personal. No permita que ninguna persona no autorizada la use para obtener beneficios y servicios médicos; debido a que tal uso es ilegal y puede afectar su acceso a servicios de atención médica, Asistencia Temporal o Nutrición Supplemental Programa Asistencial. Presente esta tarjeta cada vez que solicite beneficios o servicios médicos.
- Si usted informa a la Oficina de Servicios Sociales de su localidad sobre un cambio en su nombre o una tarjeta perdida, robada o dañada, se le emitirá una nueva tarjeta.
- Conserve su tarjeta, aun cuando haya dejado de recibir servicios. Usará la misma tarjeta si vuelve a recibir beneficios en un futuro.

IMPORTANT NOTICE

The attached card is your new New York State Benefit Identification Card. **This card must be presented to your doctor, pharmacist, or other health care provider when you request services. If you do not bring your card with you when you request services, you may be unable to receive medical services including treatment, supplies and medications.**

EBT recipients requesting a photo card should contact their case worker.

The requirement for periodic re-determination of eligibility continues.

AVISO IMPORTANTE

La tarjeta adjunta es su nueva Tarjeta de Identificación para Beneficios del Estado de Nueva York. **Usted debe presentarla cada vez que solicite los servicios de su médico o de otro profesional de la salud. Si no presenta su tarjeta al momento de solicitar servicios, es posible que no reciba los servicios médicos solicitados.**

Si esta tarjeta no contiene una fotografía y usted necesita una con fotografía, póngase en contacto con su oficina local de Servicios Sociales.

El requisito de una evaluación periódica de requisitos se mantiene vigente.

Exhibit 6: New York State (NYS) Counties and New York City (NYC) Centers Distributing Vault Cards

Upstate Counties

Albany	Herkimer	Saratoga
Allegany	Jefferson	Schenectady
Broome	Lewis	Schoharie
Cattaraugus	Livingston	Schuyler
Cayuga	Madison	Seneca
Chautauqua	Monroe	Steuben
Chemung	Montgomery	Suffolk
Chenango	Nassau	Sullivan
Clinton	Niagara	Tioga
Columbia	Oneida	Tompkins
Cortland	Onondaga	Ulster
Delaware	Ontario	Warren
Dutchess	Orange	Washington
Erie	Orleans	Wayne
Essex	Oswego	Westchester
Franklin	Otsego	Wyoming
Fulton	Putnam	Yates
Genesee	Rensselaer	
Greene	Rockland	
Hamilton	St. Lawrence	

NYC Centers

HRA Benefits Access Center Name C = Co-located	Former Center Name
HRA Benefits Access Center Rider	Formerly Rider #38
HRA Benefits Access Center Hunts Point (C)	Formerly Hunts Point #40
HRA Benefits Access Center Fordham	Formerly Fordham #44
HRA Benefits Access Center Concourse (C)	Formerly Concourse #45
HRA Benefits Access Center Crotona (C)	Formerly Crotona #46
HRA Benefits Access Center Queens (C)	Formerly Queens #53
HRA Benefits Access Center Jamaica (C)	Formerly Jamaica #54
HRA Benefits Access Center Rockaway (C)	Formerly Rockaway #79
HRA Benefits Access Center Richmond (C)	Formerly Richmond #99
Family Services Call Center #17 (FSCC) (C)	165-08 88th Ave, Jamaica, NY 11432 – 5th fl.
Bronx FSCC Satellite (C)	847 Barretto St. Bronx, NY 10474
Brooklyn FSCC Satellite (C)	404 Pine Street Brooklyn, NY 11208 – 3rd fl.

HRA Benefits Access Center Name	Former Center Name
C = Co-located	
Manhattan FSCC Satellite (C)	132 W. 125th St., New York, NY 10027 - 4th fl.
Queens FSCC Satellite (C)	32-20 Northern Blvd., L.I.C, NY 11101 - 5th fl.
HRA Benefits Access Center Coney Island	Formerly Coney Island #63
HRA Benefits Access Center Boerum Hill	Formerly Dekalb #64
HRA Benefits Access Center Bushwick (C)	Formerly Bushwick #66
HRA Benefits Access Center Clinton Hill	Formerly Clinton Hill #67
HRA Benefits Access Center Lower Manhattan	Formerly Waverly #13
HRA Benefits Access Center St. Nicholas	Formerly St. Nicholas #18
HRA Benefits Access Center East End (C)	Formerly East End #23
HRA Benefits Access Center Dyckman (C)	Formerly Dyckman #35
Refugee & Immigrant Job Center #47 (C)	32-20 Northern Blvd., 5th fl. LIC, NY 11101
Michael J. Handy Veterans' Service Center	25 Chapel St., Brooklyn, NY 11201 – 6th fl.
Special Projects Center #80	109 E. 16th St, NY, NY 10003 – 12th fl.
Union Square Center #39	109 E. 16th St., NY, NY 10003 – 2nd fl.
Residential Treatment Service Center #52	109 E. 16th St., NY, NY 10003 – 2nd fl.

Additional Agencies Approved for Vault Card Issuance

- Office of Mental Health
- Office for People With Developmental Disabilities
- New York DSS District
- New York City
- St. Regis Tribe
- State Law Enforcement Bureau

Exhibit 7: Inbound and Outbound Layouts for Card Contractor

Outbound CBIC Record Layouts

1. Card Request Service (Function: D)

Field	Type	Min Length	Max Length	Comments
Function_key	Text	03	03	Value will be: "D01" – just a constant to confirm this is a Card Request message.
ClientId	Text	08	10	
CardNumber	Number	19	19	
CaseKey	Text	12	12	Whitespace: preserve (may contain consecutive multiple spaces)
ClientFirstName	Text	01	10	
ClientMiddleInitial	Text	0	01	
ClientLastName	Text	01	17	May contain embedded spaces, Whitespace preserve not necessary.
LocalOffice	Text	0	03	
CardCode	Text	01	01	C – Chip Card N – Non-Chip Card
ClientDateOfBirth	Text	08	08	Format: CCYYMMDD
Auth Rep Name	Text	0	28	
MailingCareOfName	Text	0	28	Includes special characters.
MailingAppartmentNumber	Text	0	05	Includes special characters.
MailingStreetName	Text	01	35	Includes special characters.
MailingCityName	Text	01	15	
MailingStateCD	Text	02	02	
MailingZip5	Number	05	05	Include leading zeros.
MailingZipPlus4	Number	0	04	May be blank when zero or length zero when zero, includes leading zeros, the field length is 0 or 4

Field	Type	Min Length	Max Length	Comments
Special Notice Code	Text	0	02	Value to be established as necessary as custom text will be provided for special needs as they occur
MailerCode	Text	0	02	Unique value to be provided by the vendor to correspond to the card Carrier to be used
Card Delivery Code	Text	01	01	Values: A – On-Site Card printing M – Mail card
ReferralNumber	Number	00	05	May be blank when zero or length zero when zero, includes leading zeros I not all zeros/blank.
ReferralVoidDate	Text	0	08	Format: CCYYMMDD, field length will be 0 or 8
DistrictCode	Number	02	02	Value to be provide by the State – Currently conforms to list in Exhibit #8
DistrictUnit	Text	00	05	
DistrictWorker	Text	00	05	

Record size = 236

Return Error Codes:

1) ReturnCode: Type: Numeric: 4 – see Exhibit 13

Inbound CBIC Record Layouts

1. Card Produced Service (Function: Q)

Field	Type	Min Length	Max Length	Comments
Function_key	Text	03	03	Value will be: "Q01" – just a constant to confirm this is a Card Produced message.
ClientId	Text	08	10	
CardNumber	Number	19	19	
CardType	Text	01	01	Values: C – Chip Card N – Non-Chip Card
CardProducedDateTime	Text	16	16	Format: CCYYMMDDHRMNSCHD

Record size = 49

Return Error Codes:

1) ReturnErrorCode: Type:Text Length:4

M000 – Success

M057 – Server Temporary Unavailable – Retry when service is available.

2. Card Destroyed Service

Field	Type	Min Length	Max Length	Comments
Function_key	Text	03	03	Value will be: "Y01" – just a constant to confirm this is a Card Produced message.
ClientId	Text	08	10	
CardNumber	Number	19	19	
CardDestroyedDateTime	Text	16	16	Format: CCYYMMDDHRMNSCHD

Record size = 48

Return Error Codes:

1) ReturnErrorCode: Type:Text Length:4

M000 – Success

M057 – Server Temporary Unavailable – Retry when service is available.

Exhibit 8: Monthly Returned Mail Volumes

November 2023 through October 2024

Month	Total # of Cards Returned
November 2023	9,111
December 2023	28,240
January 2024	15,846
February 2024	11,226
March 2024	17,727
April 2024	13,624
May 2024	10,712
June 2024	12,526
July 2024	10,646
August 2024	37,620
September 2024	36,841
October 2024	19,120

Exhibit 9: Return Codes and Error Response Definitions

Return Code	Description
0	Success
-1	Failure, Service not available
5	CIN required or invalid
7	Card Number required or invalid
8	Case required or invalid
9	Name required or invalid
12	Card Code required or invalid
13	Sex required or invalid
15	Card delivery code required or invalid
16	District Code required or invalid
17	Void Date required or invalid
23	Temp CIN or App Reg line number is required or invalid
27	Add card request failed - record already exists
34	Referral number required or invalid
66	Mailing address required or invalid
67	User transaction not allowed in production
68	Environment required or invalid
100	Internal Database error. Treat as if server is down until resolved

*Additional codes to be added as necessary

Exhibit 10: Card Standards

A. Standards

Production of the New York State CBIC (Common Benefit Issuance Card) cards must adhere to ISO, ANSI, IEC and INCITS standards for financial cards as documented by the listed standards and tests below. Production must adhere to the listed and/or any related subsequent revised or updated standards. All card stock and personalized cards proposed for the state CBIC project must pass all required tests listed below.

Card Testing and Certification: Full ISO, ANSI and IEC testing as well as Durability testing (Reference: ANSI/INCITS 322; 2015) will be required for the card certification process at the start of the CBIC contract and at any time the card vendor changes plastic providers, or materials used in the construction of NY State CBIC card bodies. Appropriate testing will also be performed if the card vendor changes or modifies the printing and encoding methods previously tested and approved, by acceptable tests results from a certified testing facility. Test facility TBD by OTDA.

The card vendor must also certify that the materials used in the card body construction will meet the required standards listed in section 2.2 of the CBIC RFP by submitting proposed CBIC card plastic for Durability Standards testing according to INCITS. The card vendor should also take into consideration the requirement of applying protective polyester patches to CBIC cards produced at the states Over the Counter card facilities when considering the card construction.

The card vendor will be required to provide documentation of all materials used in construction of the CBIC card bodies for all required card types.

Vault Card Testing: Tests will be performed on personalized vault card plastic at start up, and at every card vendor stock re-supply order. Cards must pass testing before any initial order or supplemental order is approved by the OTDA. Vault Cards may be subject to quarterly testing to assure compliance with the below requirements. Vendor is responsible for establishing a testing schedule to address the requirements of the certification, durability, and quarterly testing of CBIC cards.

Durability testing: Durability testing will be performed as part of the card certification process before start up and anytime the card vendor switches plastic stock manufacturers and/or plastic types (i.e. PVC/PET laminated card bodies vs Standard PVC card construction) Change of plastic types without consideration to certain card production processes can cause issues ,i.e. when applying the laminate overlay used in OTC Card production, usage of the cards in financial environments such as POS and ATM devices, etc. It is the intention of New York State to eliminate card quality issues by requiring extensive testing to assure the cards that the state are purchasing are of the highest quality and comply with ISO/ANSI/IEC standards set forth in this document

Quarterly testing: Quarterly testing will be required on all types of CBIC permanent cards (Client and Authorized Representative cards). A series of cards produced on current card production hardware (Mailed and OTC hardware) will be produced and submitted to a 3rd party testing facility to be tested according to the Quarterly Testing requirements listed below. Test facility to be approved by OTDA.

Standards:

Standards referenced here as follows:

ISO/IEC 4909, ISO/IEC 7813, Magnetic Stripe Coexistence

ISO/IEC 7810, ISO/IEC 10536-1:2000 Physical Characteristics, card thickness and dimensions

ISO/IEC 7810, Notched Edge

ISO/IEC 7810-2003+A1:2009

ISO/IEC 7810:2019 Identification cards — Physical characteristics

ISO/IEC 7811-1: 2018(en) Embossing

ISO/IEC 7811-2:2018(en), Magnetic stripe — Coercivity

ISO/IEC 7811-6:2018(en) *Magnetic stripe — High coercivity*

Annex A Magnetic Stripe read compatibility ISO/IEC 7811-2. ISO/IEC 7811-6

ISO/IEC 7811-7:2018(en) *Magnetic stripe — High coercivity, high density* Allows capacity 10 times that of a card conforming to Part 6.

ISO/IEC 7811-8:2014(en) *Magnetic stripe — Recording technique/ Coercivity of 51,7 kA/m (650 Oe)* (including any protective overlay)

ISO/IEC 7811-8 *Tactile identifier mark*

ISO/IEC 7813:2006 Financial Transaction Cards

ISO/IEC 7816-1: Cards with contacts — Physical characteristics

ISO/IEC 7816-2: Cards with contacts — Dimensions and location of the contacts

ISO/IEC 7816-3 Electrical interface and transmission protocols, Anti-Tamper Features

ISO/IEC 7816-4 Organization, security and commands for interchange, unauthorized access, Data Encryption, Mutual Authentication,

ISO/IEC 7816-6 Interindustry data elements for interchange

ISO/IEC 7816-8 Commands and mechanisms for security operations

ISO/IEC 7816-10 Electronic signals and answer to reset for synchronous cards.

ISO/IEC 7816-15 Cryptographic information application

ISO/IEC 10373-1 Ability to endure dynamic bending and torsional stress.

ISO/IEC 10373-1:2020/Amd 1:2023 Cards and security devices for personal identification — Test methods — Part 1: General characteristics Amendment 1: Clarification of peel strength test method to be used for ISO/IEC 7810 conformance testing.

ISO/IEC 10373-2:2015 Identification cards — Test methods Part 2: Cards with magnetic stripes

ISO/IEC 10373-3:2018 Test methods Part 3: Integrated circuit cards with contacts and related interface devices

ISO/IEC 10373-6:2020 Cards and security devices for personal identification — Test methods Part 6: Contactless proximity objects

ISO/IEC 10373-7:2019 Cards and security devices for personal identification — Test methods Part 7: Contactless vicinity objects

ISO/IEC 10536 Acceptable placement of embedded chip in EBT cards and associated acceptable failure rates.

ISO/IEC 10536-1:2000 Contactless integrated circuit(s) cards – Close Coupled - Physical Characteristics

ISO/IEC 10536-2:1995 Contactless integrated circuit(s) cards – Dimensions and Location of Coupling Areas

ISO/IEC 10536-3:1996 Contactless integrated circuit(s) cards – Electronic signals and reset

procedures.

IEC 61000-4-2 Immunity standard on electrostatic discharge (ESD).

ISO/IEC 10536-1:2000 Annex B – Customization Capability

ISO/IEC 15408 (Common Criteria)

ISO/IEC 15408-1:2022 Information security, cybersecurity, and privacy protection — Evaluation criteria

ISO/IEC 15693-1:2018 Contactless integrated circuit cards Physical characteristics

ISO/IEC 15693-2:2019 Contactless integrated circuit cards Air interface and initialization

ISO/IEC 15693-3:2019 Contactless integrated circuit cards Anticollision and transmission protocol

ISO/IEC 144443 Contactless integrated circuit cards – Proximity cards

ISO/IEC 14443-1:2018 Part 1: Physical characteristic [1]

ISO/IEC 14443-2:2020 Part 2: Radio frequency power and signal interface [2]

ISO/IEC 14443-3:2018 Part 3: Initialization and anticollision [3]

ISO/IEC 14443-4:2018 Part 4: Transmission protocol [4]

ANSI/INCITS 322: 2015 – Card durability test methods

NIST SP 800-57 standards Cryptographic key management guidance

Standards Associated with Optional Features:

ISO/IEC 7810:2019, Embossed symbols.

ISO/IEC 7810, Notched Edge Braille Markings Large, High-Contrast Text Bright Borders or Patterns.

Card Vendor and/or card producer should be in possession of these above documents. It will be the responsibility of the card vendor to obtain these documents for reference purposes.

B. Card Testing Requirements

Section 1: CBIC Client Card

***Quarterly Testing Requirements listed at the bottom of this document.*

1. Test Parameters for Personalized CBIC Client Cards: Certification Testing.
2. Additional ISO/ANSI Test Requirements for Personalized CBIC Client Cards.
3. Additional testing required for CBIC Client Over the Counter Cards.
4. Durability testing for CBIC Client Card is required.

1. ISO/ANSI Test Requirements for Personalized CBIC Client Cards.

1. Card warpage: ISO/IEC 7810:2019(en); Section 3.3, 8.3, 8.4, 8.10, 8.11
2. Dimensions of Card including corners: ISO/IEC 7810:2019(en); Section 5.0
3. Peel strength ISO/IEC 7810:2019(en); Section 8.7
4. Resistance to chemicals (Artificial Perspiration Solution Test) ISO/IEC 7810:2019(en); Section 8.3
5. Card Dimensional Stability and Warpage Related to Temperature and Humidity ISO/IEC 7810:2019(en); Section 8.4
6. Adhesion or blocking: ISO/IEC 7810:2019(en); Section 8.8
7. Bending stiffness: ISO/IEC 7810:2019(en); Section 8.1
8. Dynamic Bending Stress Test (up to 1,000 cycles) ISO/IEC 7810:2019(en) Section 8.14
9. Dynamic Torsional Stress Test (up to 1,000 cycles): ISO/IEC 7810:2019(en) Section 9.11
10. Opacity: ISO/IEC 7810:2019(en) Section 8.9
11. Resistance to heat: ISO/IEC 7810:2019(en); Section 8.11
12. Flammability: ISO/IEC 7810:2003; Section 8.2
13. Ultraviolet (UV) Light Exposure INCITS 322:2015: Section 5.14
14. Surface Distortions: ISO/IEC 7810:2019(en) Section 8.12

2. Additional ISO/ANSI Test Requirements for Personalized CBIC Client Cards.

1. ISO/IEC 7813 Section 7.2 Table 2 Track 2 Data Structure and Information
2. Signal Amplitude & Jitter ISO/IEC 10373-2: 2006 Section 5.5
3. Character Decode: ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
4. Location of Encoded Tracks: ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
5. Location of First One Bit (start sentinel) : ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
6. Location of Last One Bit (end sentinel): ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10

3. Additional ISO/ANSI Test Requirements for Personalized CBIC Over The Counter Client Cards. (Personalized CBIC Client Plastic)

1. ISO/IEC 7813 Section 7.2 Table 2 Track 2 Data Structure and Information
2. Signal Amplitude & Jitter ISO/IEC 10373-2: 2006 Section 5.5
3. Character Decode: ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
4. Location of Encoded Tracks: ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
5. Location of First One Bit (start sentinel): ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
6. Location of Last One Bit (end sentinel): ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
7. Card warpage: ISO/IEC 7810:2019; Section 3.3, 8.3, 8.4, 8.10, 8.11

4. Durability Testing Requirements: Reference: ANSI/INCITS 322; 2015

1. Flexing Axis A & B : ANSI/INCITS 322; 2015: Section 5.3
2. Magnetic stripe abrasion: ANSI/INCITS 322; 2015: Section 5.10
3. Surface abrasion: ANSI/INCITS 322; 2015: Section 5.8
4. Delamination crosshatch tape: ANSI/INCITS 322; 2015: Section 5.2
5. Card Body Xenon Arc: ANSI/INCITS 322; 2015: Section 5.15
6. 90-degree peel: ANSI/INCITS 322; 2015: Section 5.1
7. Linear Dimensional Change at Elevated Temperature Axis A & B: ANSI/INCITS 322; 2015 Section 5.7

5. Additional ISO/ANSI Test Requirements for CBIC utilizing Chip and NFC Tap-To-Pay

1. ISO/IEC 7816, Placement Physical Characteristics, Dimensions, Electrical interface and transmission, Anti-Tamper, Encryption
2. ISO/IEC 10536, Placement, Physical Characteristics, Dimensions, Electrical Signal
3. ISO/IEC 61000-4-2 Immunity standard on electrostatic discharge (ESD)
4. ISO/IEC 15693, Placement, Physical Characteristics, Anticollision & Transmission, initialization, air interface
5. ISO/IEC 14443, Physical Characteristics, Radio Frequency Power and Signal, Transmission Protocol, Initialization/Anticollision.

Section 2: Authorized Representative Card

**Quarterly Testing Requirements listed at the bottom of this document.

- 1.ISO/ANSI Test Requirements for Personalized Authorized Representative Cards.
- 2.Additional Test Requirements for Personalized CBIC Authorized Representative Cards
- 3.Additional testing required for CBIC Personalized Authorized Representative Over the Counter Cards
- 4.Durability testing for CBIC Authorized Representative Cards is required.

1. ISO/ANSI Test Requirements for Personalized CBIC Authorized Representative Cards

1. Card warpage: ISO/IEC 7810:2019(en); Section 3.3, 8.3, 8.4, 8.10, 8.11
2. Dimensions of Card including corners: ISO/IEC 7810:2003; Section 5.0
3. Peel strength ISO/IEC 7810:2003; Section 8.8
4. Resistance to chemicals (Artificial Perspiration Solution Test) ISO/IEC 7810:2019(en); Section 8.3
5. Card Dimensional Stability and Warpage Related to Temperature and Humidity ISO/IEC 7810:2019(en); Section 8.4
6. Adhesion or blocking: ISO/IEC 7810:2019(en); Section 8.8
7. Bending stiffness: ISO/IEC 7810:2019(en); Section 8.1
8. Dynamic Bending Stress Test (up to 1,000 cycles) ISO/IEC 7810:2019(en) Section 8.14
9. Dynamic Torsional Stress Test (up to 1,000 cycles): ISO/IEC 7810:2019(en) Section 9.11
10. Opacity: ISO/IEC 7810:2019(en) Section 8.9
11. Resistance to heat: ISO/IEC 7810:2019(en); Section 8.11
12. Flammability: ISO/IEC 7810:2003; Section 8.2
13. Ultraviolet (UV) Light Exposure ANSI/INCITS 322:2015: Section 5.14
14. Surface Distortions: ISO/IEC 7810:2019(en) Section 8.12

2. Additional Test Requirements for Personalized CBIC Mailed Authorized Representative Cards.

1. ISO/IEC 7813 Section 7.2 Table 2 Track 2 Data Structure and Information 2006
2. Signal Amplitude & Jitter ISO/IEC 10373-2: 2006 Section 5.5
3. Character Decode: ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
4. Location of Encoded Tracks: ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
5. Location of First One Bit (start sentinel): ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
6. Location of Last One Bit (end sentinel): ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10

3. Additional ISO/ANSI Test Requirements for Personalized CBIC OTC Authorized Representative Cards.

1. ISO/IEC 7813 Section 7.2 Table 2 Track 2 Data Structure and Information - 2006
2. Signal Amplitude & Jitter ISO/IEC 10373-2: 2006 Section 5.5
3. Character Decode: ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
4. Location of Encoded Tracks: ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
5. Location of First One Bit (start sentinel) : ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
6. Location of Last One Bit (end sentinel): ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
7. Card warpage: ISO/IEC 7810:2019(en) Section 3.3, 8.3, 8.4, 8.10, 8.11

4. Durability Testing Requirements: Reference: ANSI/INCITS 322; 2015 (Personalized CBIC Auth Rep Plastic)

1. Flexing Axis A & B: ANSI/INCITS 322; 2015: Section 5.
2. Magnetic stripe abrasion: ANSI/INCITS 322; 2015: Section 5.10
3. Surface abrasion: ANSI/INCITS 322; 2015: Section 5.8
4. Delamination crosshatch tape: ANSI/INCITS 322; 2015: Section 5.2
5. Card Body Xenon Arc: ANSI/INCITS 322; 2015: Section 5.15
6. 90-degree peel: ANSI/INCITS 322; 2015: Section 5.1
7. Linear Dimensional Change at Elevated Temperature Axis A & B: ANSI/INCITS 322; 2015 Section 5.7

5. Additional ISO/ANSI Test Requirements for CBIC Authorized Representative Card utilizing Chip and/or NFC Tap-To-Pay

1. ISO/IEC 7816, Placement Physical Characteristics, Dimensions, Electrical interface and transmission, Anti-Tamper, Encryption
2. ISO/IEC 10536, Placement, Physical Characteristics, Dimensions, Electrical Signal
3. ISO/IEC 61000-4-2 Immunity standard on electrostatic discharge (ESD)
4. ISO/IEC 15693, Placement, Physical Characteristics, Anticollision & Transmission, initialization, air interface
5. ISO/IEC 14443, Physical Characteristics, Radio Frequency Power and Signal, Transmission Protocol, Initialization/Anticollision.

Section 3: Vault Cards

Test parameters for Vault Cards

Durability testing for Vault Cards not required.

ISO/IEC/ANSI Test Requirements for Non-Personalized Vault Cards.

- Card Dimensions ISO/IEC 7810:2019(en); Section 5.0
- Card warpage: ISO/IEC 7810:2019(en); Section 3.3, 8.3, 8.4, 8.10, 8.11
- Card Corners ISO/IEC 7810:2019; Section 5.0
- Card Dimensional Stability with Temp and Humidity ISO/IEC 7810:2019(en); Section 8.4
- Bending Stiffness ISO/IEC 7810:2003; Section 8.1
- Resistance to chemicals (Artificial Perspiration Solution Test) ISO/IEC 7810:2019(en); Section 8.3

These tests will be performed on Non-Personalized vault card plastic at start up and at every card vendor stock re-supply order (per requirement in Section 6 of the CBIC RFP). If card vendor is having card production and personalization done by a 3rd party vendor, the prime contractor will be responsible for coordinating the testing requirements with the 3rd party vendor and providing the results to OTDA for approval. Results from the testing will be sent directly to the OTDA from the test facility.

ISO/IEC/ANSI Test Requirements for Personalized Vault Card Stock.

Note: The below tests are to be performed only on vault card stock that passed the above testing criteria for Personalized vault card stock.

- Signal Amplitude & Jitter ISO/IEC 7811-2, -6, -7:2008 Section 7-12
- Character Decode ISO/IEC 7811-2, -6, -7:2008 Section 7-12
- Location of Encoded Tracks ISO/IEC 7811-2, -6, -7:2008 Section 7-12
- Location of First One Bit (start sentinel) ISO/IEC 7811-2, -6, -7:2008 Section 7-12
- Location of Last One Bit (end sentinel) ISO/IEC 7811-2, -6, -7:2008 Section 7-12

These tests will be performed on Personalized vault card plastic at start up and at every card vendor stock re-supply order (per requirement in Section 6 of the CBIC RFP). If card vendor is having card production and personalization done by a 3rd party vendor, the prime contractor will be responsible for coordinating the testing requirements with the 3rd party vendor and providing the results to OTDA for approval. Results from the testing will be sent directly to the OTDA from the test facility.

Cards may be subject to quarterly testing to assure compliance with the above requirements.

Additional ISO/ANSI Test Requirements for CBIC Vault Cards utilizing optional Chip and NFC Tap-To-Pay

- ISO/IEC 7816, Placement Physical Characteristics, Dimensions, Electrical interface and transmission, Anti-Tamper, Encryption.
- ISO/IEC 10536, Placement, Physical Characteristics, Dimensions, Electrical Signal.
- ISO/IEC 61000-4-2 Immunity standard on electrostatic discharge (ESD)
- ISO/IEC 15693, Placement, Physical Characteristics, Anticollision & Transmission, initialization, air interface.
- ISO/IEC 14443, Physical Characteristics, Radio Frequency Power and Signal, Transmission Protocol, Initialization/Anticollision.

Section 4: Quarterly Testing Requirements (Authorized Representative and Client CBIC cards)

Mailed Card Testing: 10 Card Requirement (7 Client CBICs and 3 Auth Rep CBIC's)

1. ISO/IEC 7813 Section 7.2 Table 2 Track 2 Data Structure and Information - **2006**
2. Signal Amplitude & Jitter ISO/IEC 10373-2: 2006 Section 5.5
3. Character Decode: ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
4. Location of Encoded Tracks: ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
5. Location of First One Bit (start sentinel): ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
6. Location of Last One Bit (end sentinel): ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10

Quarterly Testing Requirements (Authorized Representative and Client CBIC cards)

Over The Counter Card Testing (Personalized Cards) 10 Card Requirement (5 from each OTC location)

1. ISO/IEC 7813 Section 7.2 Table 2 Track 2 Data Structure and Information - **2006**
2. Signal Amplitude & Jitter ISO/IEC 10373-2: 2006 Section 5.5
3. Character Decode: ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
4. Location of Encoded Tracks: ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
5. Location of First One Bit (start sentinel) : ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
6. Location of Last One Bit (end sentinel): ISO/IEC 10373-2: 2006 Section(s) 5.6, 5.9 and 5.10
7. Card warpage: ISO/IEC 7810:2019(en); Section 3.3, 8.3, 8.4, 8.10, 8.11

The above tests will be performed by a third-party vendor on a quarterly basis to ensure that the CBIC's being produced are meeting the standards required. The quarterly testing schedule will be established by the card vendor at start up and must meet the OTDA's approval. It will be the responsibility of the card vendor to supply verified test results to the OTDA from the tests performed according to the agreed to testing schedule. All tests will be performed on production card stock using current production hardware. Results from the quarterly test will be sent directly to the OTDA from the test vendor.

Exhibit 11: Batch Card Request Layout

Card Request File Header Record

Field Nbr	Field Name	Field Position	Field Length	Comments
1.	Record Type	1-4	4	"01HD"
2.	Transaction Type	5-12	8	"CARDRQST"
3.	Date	13-20	8	CCYYMMDD
4.	Time	21-28	8	HHMMSSTT HH – hour (24 clock) MM – minutes SS – Seconds TT – Hundredths of a second
5.	Control Number	29-32	4	Incremented by one each time sent unless the file is being resent is due to a Header or Trailer error.

Record Length = 32 characters

Card Request File Detail Record

Field Nbr	Field Name	Fld pos	Fld Len	Comments
1.	Record Type	1-4	4	"02DT"
2.		5	1	SPACE
3.	Function_key	6-8	3	"D01"
4.	ClientID	9-16	8	
5.	CardNumber	17-35	19	
6.	CaseKey	36-47	12	
7.	ClientFirstName	48-57	10	
8.	ClientMiddleInit	58-58	1	
9.	ClientLastName	59-75	17	
10.	LocalOffice	76-78	3	
11.	CardCode	79-79	1	'C' – Client Chip, 'A' – Auth Rep Chip, 'N' – Client Non-Chip
12.	ClientDateOfBirth	80-87	8	CCYYMMDD
13.	AuthRepFirstName	88-97	10	
14.	AuthRepMidInit	98-98	1	
15.	AuthRepLastName	99-115	17	
16.	MailingCareOfName	116-143	28	
17.	MailingApartment Number	144-148	5	
18.	MailingStreetName	149-183	35	
19.	MailingStateCD	184-185	2	
20.	MailingZip	186-190	5	
21.	MailingZipPlus4	191-194	4	
22.	SpecialNoticeCode	195-196	2	
23.	MailerCode	197-198	2	
24.	CardDeliveryCode	199-199	1	

Field Nbr	Field Name	Fld pos	Fld Len	Comments
25.	DistrictCode	200-201	2	
26.	DistrictUnit	202-206	5	
27.	DistrictWorker	207-211	5	
28.	CardRequestText	212-291	80	Add to web service text
29.	SpecialProgCode	292-293	2	

Record Length = 293 characters

Card Request File Trailer Record

Field Nbr	Field Name	Field Position	Fld Len	Comments
1.	Record Type	1-4	4	"03TR"
2.	Transaction Type	5-12	8	"CARDRQST": Must match header
3.	Date	13-20	8	CCYYMMDD: Must match header
4.	Time	21-28	8	HHMMSSTT: Must match header HH – hour (24 clock) MM – minutes SS – Seconds TT – Hundredths of a second
5.	Control Number	29-32	4	Must match header
6.		33	1	Space
7.	Total Detail Records	34-40	7	

Record Length = 40 characters

Exhibit 12: Vault Card Issuance Tracking and Inventory Control System Requirements

Introduction:

As a requirement of the CBIC RFP, the Contractor is required to provide a Vault Card Issuance Tracking and Inventory Control system. The required system will be a two-part system. The primary function is as an Inventory Tracking System responsible for maintaining an accurate inventory of all the states Vault Cards from the Master Inventory maintained and distributed by the CBIC card vendor to the daily “on hand” inventories of each district throughout New York State and New York City. The daily on hand quantities will reflect the issuance of vault cards from each district by the reduction in each districts specific inventory counts.

The second part of the system is an Administrative System. The administrative system must provide access by authorized OTDA and District users to monitor their inventories and inquire on the issuance of the CBIC Vault cards that have occurred in their district. The following documentation identifies the requirements for the system the OTDA requires.

Section 1: Inventory Component

Section 2. Issuance Tracking Component

Section 3 System Access and Security

Section 4 Exception Reporting

Section 5 Additional Requirements

Section 1: Card Vendor Inventory System Component

The purpose of the Vault Card Inventory component of the Vault Card system is to:

1. Maintain and report out the daily Vault Card inventory levels for each district statewide, including New York City, which for the purpose of this document will be considered a district.
2. Initiate and provide a card re-order process to the districts and NYC, driven by predefined card quantities provided by the OTDA.
3. Provide supplemental orders of Vault Cards during emergencies and/or disasters.

The District card inventory starting levels are pre-defined by the OTDA using the most recent card activation volumes (per district) available to define the required volume of cards to be supplied to each district. As vault cards are activated within the districts or NYC, the inventory levels in each district are decremented to reflect each vault card activation (by district) therefore being reflected in the O/H (on hand) inventory level, required to be displayed for each district (See below). Upon activation/issuance of vault cards, the OTDA's CBIC system will send to the card contractor a Vault Card activation record for use in the Vault Card Inventory and Issuance Tracking system. The card data being transmitted will be in a standard card request format the same as a permanent

CBIC card request is. The vendors system will require the ability to know a vault card activation from a permanent card request. The Vault Card record is unique in that the card number in the record will display a "2" in the 7th position and will end with "00" in the 18th and 19th position of the card number. These records when received will be used in the Vault Card system to follow the inventory levels per district. The inventory tracking process must begin from the date that the new contractors' system goes on line and will be required to maintain current inventory levels, re-ordering, emergency ordering processes and user access for the life of the contract.

1.1 Re-Supply Notifications:

The vendor will be required to have a notification process in place. The process must provide re-supply notifications to be sent to a district when they have reached the "re-order trigger point" explained below. The process should consist of a series of email contacts to a district representative defined in the vault card system as the district P.O.C. (Point Of Contact). Each district will have at least one P.O.C but multiple P.O. C's and additional users must be supported. This should be considered during the development of the admin section of the system. A current P.O.C. contact list is provided in Exhibit 14 of the CBIC RFP. The current notification process consists of three notification e-mails to the district P.O.C that occur at 1 (one) week intervals. If no response is received by the card vendor at the end of the week in which the third notice was sent, the system automatically processes the required order and ships it to the district. Notification is then made to the OTDA so that a follow up inquiry with the district can be made to alert them of the order placement. Processing of card orders and the time to ship orders must be defined and meet OTDA approvals. The initial inventory will include any and all transferred inventory (if OTDA chooses to migrate the existing inventory if any remains) as listed in Section 2.5.3.4 of the CBIC RFP.

1.2 District inventory levels, re-order trigger points and quantities:

Initial Inventory levels and Re-Order trigger points are defined by the OTDA and will be provided to the vendor to populate their database. It will be the vendors responsibility to assure accurate inventory control. The ability to modify the initial inventory levels, re-order trigger points and re-order quantities needs to be considered when designing the database that supports this system. The re-order trigger points and shipment quantities must be capable of being modified at no additional cost if the state so requests at any time throughout the term of the contract.

1.3 Disaster Vault Card Inventory:

The standard Vault Card Inventories housed in each district are also used as the state's disaster card inventory. The district inventory re-order levels are adjusted to represent an overhead of cards above the normal district inventory levels to provide additional cards that may be required for issuance during disasters.

This basically maintains an overhead in district inventories above what would be required for normal daily/monthly issuance. The expectation of the OTDA is that this

amount, above normal inventory use, would supply a district with approx. 7-10 days of emergency card issuance in the case of a disaster. Each inventory level (for all districts) is based on the overall population densities as well as client participation in existing NYS benefit services within each district. In the event of a disaster, whether localized or of large scale, the card vendor is required to have an emergency ordering process in place to support supplemental and emergency orders of vault cards. This process is required during the localized or widespread disaster when additional inventory(s) of cards may be required. This process must provide a method for a local district or the OTDA to make contact with the card vendor at any time (24/7/365) to implement an emergency order of vault cards to be overnight shipped to either the standard delivery location or another location which may differ from the standard delivery address for regular vault card orders. This requirement is necessary to address the possible complete loss of the regular district location and / or to support a site location closer to the affected geographic area. The vendor will be required to display their proposed solution(s) for this during their presentation(s). Any solution will be subject to OTDA approval before system implementation. A screenshot of the current inventory control screen with required additional modifications is provided below for reference purposes.

1.4 Special Requirements: AT System Card Activation: All Districts (Including NYC)

The vault card activation process can occur in 2 ways. The first way is through the states CBIC application which is the standard method. There exists a secondary activation system controlled by the states EBT vendor that allows for the activation of a vault card through the EBT vendors "Admin System". This system which does not currently allow for the transfer of card activation data back to the states CBIC system renders the vault card activation records unavailable to the vendor housed Vault Card tracking system when activated through this system, known as the EBT AT system. In order to add these records to the appropriate district inventory the vendor will be required to develop a method of processing a file or multiple files of these activation records (delivery method TBD). The file format will be supplied during the design phase of the Inventory Control System. Possible SFTP scheduled file transfers or real time on demand file transfer methods should be considered.

1.5 Data Display Requirements: Inventory Component: All Districts (Including NYC)

The system will present the following information to authorized district and OTDA personnel:

District Specific Data:

1. Current On Hand Inventory (running total of cards issued against district inventory)
2. Date of last shipment received.
3. District Vault card coordinator contact information (updateable)

4. Emergency Vault card order process. Established request and delivery protocols (Contact Information required to initiate an immediate order of cards in case of emergency that is expected to deplete the card inventory quicker than normal.

Section 2. Card Issuance Tracking Component All Districts (Including NYC)

As stated in the introduction, this required system is a two-part system. Part two of the Vault Card System is the issuance tracking component. The purpose of the Vault Card Issuance Tracking component is to allow for state and district users to search on activated vault cards and the associated information on vault cards that have been activated in their districts or throughout New York State.

Upon issuance of vault cards, the OTDA's CBIC system will send to the card contractor a Vault Card activation record for use in the Vault Card Inventory and Issuance Tracking system. The card data being transmitted will be in a standard card request format the same as a permanent CBIC card request is (**see note in section 2.1). The contractor's database will use this information for inventory control and issuance tracking and reporting from the vault card system. The record search should be capable of displaying the below listed data to the individual performing the search. The search function for a basic district user role is a "district specific" role. District level users are not allowed cross district searching of activated card records and inventory information. The system must assure that parameters exist that allow only the records issued within the district performing the search to be viewed. Elevated user roles which will be made available to authorized users, will provide a broader search range as is required by the CBIC RFP Section: 2.5.3.3.

2.1 The proposed data to be viewable from the contractors Vault Card Issuance Tracking and Inventory Control System: All Districts (Including NYC)

1. Vault card Number
2. Activation Date
3. Client CIN # / App-Reg#
4. Client Name: Last Name
5. Client Name: First Name /MI
6. Client Address from card activation record
7. Issuing User ID: **

**To facilitate this requirement, the Issuing "UserID" is sent in the "Case#" Field of the card activation record. This should be used to fulfill the above requirement of displaying the Issuing User ID.

8. District ID (from card vendor if not available from CBIC) All cards being activated require linking to the correct issuing LSSD to enable accurate inventory levels and tracking controls used in the Vault Card Issuance Tracking and Inventory

Control System.

Additional data may be required (TBD during system build out).

2.2 Data Display and Search Options: Card Issuance Tracking Component: Admin System/Vault Card System: All Districts (Including NYC)

The tracking component should allow the authorized user the following search options.

1. Search via CIN#
2. Search via Case #
3. Search via App-Reg #
4. Search via card number
5. Date Range Search: from real-time through historical.
6. Name Search: Last or First, Last and First MI

Section 3: Security/System Access All Districts (Including NYC)

The proposed system will be a secured “User Role” based system using defined access roles that will be assigned to personnel requiring access to various levels of the system. The same requirements for the vendor supplied CBIC Admin system can be utilized. The Vault Card system can be a subsystem of the required Admin system as long as access requirements to specific data only, can be enforced. All roles suggested by the vendor will be reviewed by OTDA before acceptance.

Section 4: Exception Reporting All Districts (Including NYC)

The vault card system will require the ability to supply OTDA with “exception” reporting. The context of the reports should include, for example:

Vault Cards issued but not in vendor inventory. i.e. possible cards from a previous inventory not migrated to the system.

Cross district vault card activations: Example: Vault card corresponding to inventory in district A is activated in district C. This will require the vendor to enter card ranges to be supplied to a specific district on initial load and each subsequent order of vault card stock.

The data to accompany the reports should include all above listed data in section 1 for all exception reports.

Section 5: Additional Card Vendor Requirements:

5A Upon termination of the contract the contractor will be required to provide a migration/conversion process of the data to the new CBIC card contractor. The migration process will be documented and will require approval by the OTDA before contract start date.

5B System Design: DELETE SCREEN SHOTS FROM PRIOR RFP. ONLY CARD

TEMPLATE SCREEN SHOT IN NEW LANGUAGE SHOULD BE RETAINED.

OTDA is looking for a functional and efficient web-based access portal providing, at a minimum, the vault card point of contact information, emergency contact information, the quantity of vault cards currently on hand as well as the reorder point and shipment size for each contact. The date of the last vault card order received should be included as well. Additional requirements for the main screen will require an emergency order portal that can be accessed by OTDA designated personnel to be able to initiate an emergency order if required due to a disaster.

The Vault Card system search must allow for search parameters of, at a minimum, first name, last name, CIN, Applicant Registration Number, Case Number, User ID, Card Number, and a beginning and end date for each county/agency in the drop-down menu.

Note: Access should be restricted to the inquiring district ONLY. Specific roles to be defined for access levels. Only elevated Admin level roles will be able to have cross district search capabilities.

The results from the searches will be displayed on a Search Return Screen showing the Card Issuance History.

From the Search Return Screen OTDA must be able to then perform an Individual Record Search.

A template of the NY State vault card can be used to display the exact information contained in the corresponding record:

Card Information

NEW YORK STATE
TEMPORARY EBT
ACCESS CARD



CARD NUMBER
600486 2002 2811 965 00
NOT VALID FOR MEDICAID
Account balance information available online at:
www.mybenefits.ny.gov

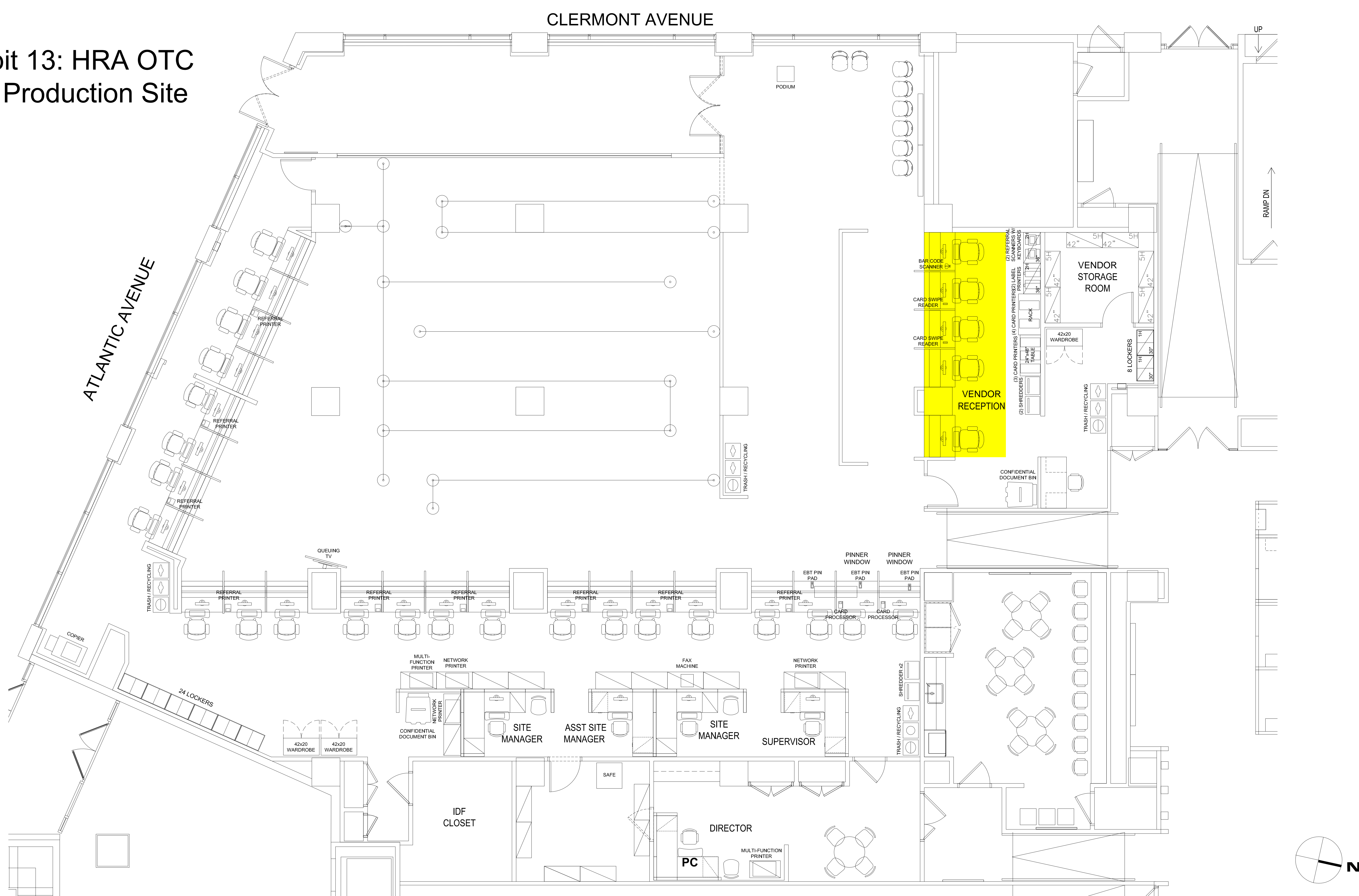
Demographic Information

Last Name	MYERS
First Name / M.I.	REGINA
Client ID Number	SXS1000W
Applicant Registration Number	
Street	200 METROTECH CENTER
City	BROOKLYN
Zip Code	11201

Card Information

Date Received	6/24/2016 12:29:04 PM
Case Number	AN5320
User ID	AN532

Exhibit 13: HRA OTC Card Production Site



APPENDIX Y

Service-Disabled Veteran-Owned Businesses (SDVOB) Participation Requirements for NYS Office of Temporary and Disability Assistance Contracts

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. OTDA recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OTDA contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

I. Contract Goals

- A. OTDA hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to the OTDA Designated Contacts. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar

- amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to OTDA.
- C. OTDA will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of OTDA acceptance or issue a notice of deficiency within 20 days of receipt.
 - D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to OTDA a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OTDA to be inadequate, OTDA shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by OTDA, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
 - E. OTDA may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
 - a) If a Bidder fails to submit an SDVOB Utilization Plan;
 - b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - c) If a Bidder fails to submit a request for waiver; or
 - d) If OTDA determines that the Bidder has failed to document good faith efforts.
 - F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
 - G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OTDA shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the designated contacts at OTDA for guidance.

- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by OTDA at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OTDA shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OTDA, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OTDA, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OTDA may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals. Waiver requests should be sent to OTDA.

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OTDA with certified SDVOBs whom OTDA determined were capable of fulfilling the SDVOB goals set in the Contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to OTDA during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available on the OTDA website and should be completed by the Contractor and submitted to OTDA, by the 7th day of each month during the term of the Contract, for the preceding month's activity to the contract's designated Contract/Program Manager at OTDA.

Appendix Z

Minority and Women-Owned Business Enterprise (MWBE) participation requirements for all NYS Office of Temporary and Disability Assistance Contracts

I. General Provisions

- A. The OTDA is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OTDA, to fully comply and cooperate with OTDA in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State-certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Appendix and such other remedies are available to OTDA pursuant to the Contract and applicable law.

II. Contract Goals

- A. For purposes of this Contract, OTDA hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State-certified minority-owned business enterprise (“MBE”) participation and 15% for New York State-certified women-owned business enterprise (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.
Additionally, the Contractor is encouraged to contact the Division of Minority and Women’s Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract]
- D. The Contractor must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
1. Evidence of outreach to MWBEs;
 2. Any responses by MWBEs to the Contractor’s outreach;
 3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by OTDA with MWBEs; and,
 5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity (“EEO”)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to OTDA within seventy-two (72) hours after the date of the notice by OTDA to award the Contract to the Contractor.
 3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, OTDA may require the Contractor or subcontractor to adopt a model statement (see Form OTDA-4970 Minority and Women-owned Business Enterprise – Equal Employment Opportunity Policy Statement).
 4. The Contractor’s EEO policy statement shall include the following language:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
- b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form OTDA-4934 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by OTDA.

D. Form OTDA-4971 - Workforce Utilization Report

To ensure compliance with this Section, the Contractor shall do the following:

1. Complete a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by OTDA on a QUARTERLY basis during the term of the Contract.
2. Separate forms shall be completed by the Contractor and any subcontractors.
3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.

E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by OTDA, through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to OTDA, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OTDA shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

V. Waivers

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by OTDA. Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, OTDA shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If OTDA, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, OTDA may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to OTDA by the 7th day following the end of each quarter during the term of the Contract.

VII. Liquidated Damages - MWBE Participation

- A. Where OTDA determines that the Contractor is not in compliance with the requirements of this Appendix and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to OTDA liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by OTDA, the Contractor shall pay such liquidated damages to OTDA within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.