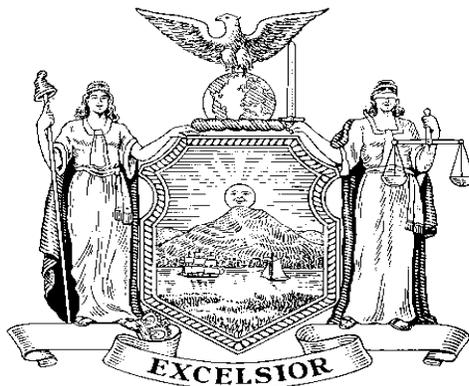


**NEW YORK STATE  
OFFICE OF TEMPORARY AND DISABILITY  
ASSISTANCE**

**COMMON BENEFIT IDENTIFICATION CARD  
(CBIC)  
REQUEST FOR PROPOSAL**



**Governor  
Andrew M. Cuomo**

**January 10, 2012**

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## GLOSSARY / ACRONYMS

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.
AFIS	Automated Finger Imaging System	A system for capturing recipient finger images along with photographs and signature images at SSD offices in New York State.
ANSI	American National Standards Institute	The administrator and coordinator of the United States private sector voluntary standardization system.
ATM	Automated Teller Machine	A card driven device for dispensing cash. Used in the EBT System for issuance of cash benefits authorized by SSDs.
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.
BIT	Bureau of Information Technology	OTDA's computer systems division
CAV	Card Authentication Value	A 3 character, numeric, AES encrypted field on track 2 of CBICs.
CBIC	Common Benefit Identification Card	The card used in the delivery of SNAP, TANF and MA benefits to the households of New York State.
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 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.
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 SSDs 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.
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.
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.
IEDR	Imaging Enterprise Documents Repository	An enterprise document repository and image capture system for SNAP, TANF, HEAP, and MA programs supported by the SSDs and administered by OTDA and DOH.
ISO	International Organization for Standardization	An international standard setting body composed of representatives from various national standards organizations.
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 insurance for low income New Yorkers.
MAN	Metropolitan Area Network	A large computer network that usually spans a city or a large campus.
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.
OFT	Office for Technology	The New York State Office charged with managing technology for New York State.

OSC	NY 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 SSD offices.
OTC	Over The Counter	The mechanism of delivery of plastic CBIC cards in a face to face environment in NY State.
OTDA	Office of Temporary and Disability Assistance	The New York State Office responsible for overseeing the SSD 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 also 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		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.
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.
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.
SOAP	Simple Object Access Protocol	A protocol specification for exchanging structured information in the implementation of Web services in computer networks.
SSD	Social Services District	The 57 Counties of New York State and the City of New York are responsible for the immediate findings of eligibility and delivery of services to the population of NY State. Each County and New York City is an SSD.

TANF	Temporary and Needy Assistance to Families	A category of assistance required by Federal and State laws and delivered by the SSDs of New York State.
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 SSDs 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.

## **Section 1 Introduction**

### **1.1 Overview**

The Common Benefit Identification Card (CBIC) is the vehicle through which eligible clients access various governmental benefit programs, such as the Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance to Families (TANF), and the Medicaid (MA) program. NYS Regulations, at 18 NYCRR 383, requires local Social Services Districts (SSD) to make a photo card available to all heads of Temporary Assistance households. NYS Social Services Law Section 366-a (3) (b) requires the issuance of a photo card to certain adult members of MA households. In order to provide access to MA benefits, non-photo CBICs are issued to all MA individuals who do not receive a photo card.

The New York State Office of Temporary and Disability Assistance (OTDA) is responsible for the administration of various state and federal benefit programs. The Supplemental Nutrition Assistance Program (SNAP) delivers food benefits to eligible clients. The Temporary Assistance for Needy Families (TANF), Safety Net Assistance, and the Home Energy Assistance Program (HEAP) may also provide cash benefits, in addition to the food benefits provided by SNAP.

The New York State Department of Health (DOH) is responsible for the overall administration of the Medicaid (MA) program, and maintains the eMedNY system which is accessed by MA providers to confirm eligibility for services. The OTDA and the DOH provide oversight to all SSDs in New York State that operationally administer and implement the various above mentioned benefit programs.

OTDA is the lead agency for providing a Common Benefit Identification Card (CBIC) for the programs administered by the OTDA and the DOH, and is issuing this Request for Proposal (RFP) on behalf of, and in cooperation with, DOH.

### **1.2 Purpose**

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 CBIC cards. These services will:

- support the production and distribution of mailed CBIC cards statewide,
- produce same day Over-The-Counter (OTC) cards at two sites in New York City
- provide and distribute "vault cards" and "disaster cards" to SSDs statewide, including New York City.

In addition to providing the distribution systems described herein, the OTDA requires the Contractor to support the development of future enhancements or initiatives as required by law, regulation, technological advancements, or State or SSD operational changes as outlined in section 2.27 of this RFP.

It is the OTDA's intention to contract with a single prime vendor 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. OTDA will contract only with an Offeror, not the Offeror's financing institution or subcontractors. OTDA shall consider the selected Offeror to be the sole Contractor with regard to all provisions of the contract resulting from this RFP.

The RFP does not specify a maximum percentage of work that can be performed by a subcontractor. Per RFP Section 3.16, OTDA shall consider the selected Offeror to be the sole Contractor with regard to all provisions of the contract resulting from this RFP.

Offerors are not required to host an office in Albany, New York.

### **1.3 Background**

OTDA's Welfare Management System (WMS) and CBIC system are at the core of current card issuance. WMS determines which individuals need a card and feeds data to the CBIC system. The CBIC system determines whether the card can be mailed or picked up at the New York City OTC card issuance sites. 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 eMedNY for Medicaid. There is no system interface between the card Contractor and the EBT and eMedNY contractors.

The current vendor's system generates plastic, magnetic stripe-cards to clients based on data received from the OTDA's CBIC system. Most cards are currently produced and inserted into a card mailer that is stuffed and stamped for pre-sorted First Class mailing to clients within two (2) business days of Contractor receipt of the data.

To assure same day receipt of benefits in New York City, approximately 17% of the requested cards are issued directly to the client at two OTC sites. For detailed statistics on New York City card issuance volume by card type see Exhibit 14. The upstate SSDs issue same day benefits using a state vault card system. For statistics on Upstate Vault Card Projections see Exhibit 10.

In support of the EBT Program, the CBIC card and the temporary vault card conform to the financial industry standards for debit cards, and are compatible with ATMs and the commercial Point of Sale (POS) debit infrastructure nationwide. The CBIC card is also compatible with the Department of Health eMedNY network that provides MA providers access to the eMedNY database to confirm eligibility for services.

Photo cards are issued to many recipients of MA, SNAP, and TANF benefits. The photos are derived from the Automated Finger Imaging System (AFIS) that has workstations located in SSDs. Individuals without a photo on file receive a non-photo CBIC. An electronic signature is also captured at AFIS workstations. These signature images are transmitted to the CBIC Contractor along with the photo and, when available, are used in card printings.

The card is a "common card" in that it is used in the MA environment (via the eMedNY system) and in the EBT (SNAP and TANF) environment. The card follows a client's eligibility from SSD to SSD and from program area to program area. It is automatically linked to benefits authorized within the State's Welfare Management System (WMS).

Due to the requirements of the eMedNY system, cards are issued to individuals, not to cases. Each individual's MA eligibility is verified using the CBIC in the eMedNY system. Due to the requirements of the EBT system, the individual's card, if appropriate, is linked in the system to the case issuing SNAP and/or TANF benefits. That linkage is capable of supporting case changes as well as multiple cases for the individual.

Section 2.4 of this RFP provides more detailed information regarding the different card types utilized in the CBIC project.

## **1.4 Current Card Issuance Responsibilities**

### **1.4.1 New York State Current Responsibility**

#### **1.4.1.1 OTDA**

The OTDA's WMS and CBIC systems are at the core of card issuance. These systems perform the following functions:

- WMS determines which individuals need a card and feeds data to the CBIC system.
- The OTDA CBIC System does the following:
  - o Determines whether the card can be mailed or picked up at the New York City OTC card issuance sites
  - o Generates the card numbers and transmits all pertinent data to the card Contractor.
  - o Generates the card activation records for transmission to the Electronic Benefits Transfer (EBT) contractor and to eMedNY for Medicaid.

The OTDA currently utilizes three types of temporary cards which are described below.

- Temporary plastic vault cards are issued for EBT in SSD offices except for the five boroughs of New York City (SNAP and TANF access). They provide client access to EBT until the mailed CBIC arrives. These cards are also used as a backup system for the New York City OTC sites. *The CBIC Contractor provides these cards to the OTDA.*
- Temporary plastic "disaster" vault cards are stored for potential issuance for EBT in all upstate SSD offices and in New York City. They provide client access to EBT in the event of a major failure of the New York State Office for Technology State Data Center. Currently 1,000,000 such cards are in storage. No instances of failure have yet required the activation and usage of these cards. *The CBIC Contractor provides these cards to the OTDA.*

- Temporary cardboard MA cards are issued for access to MA until the permanent CBIC arrives in the mail. *The CBIC Contractor does not provide these cards to the OTDA.* When temporary MA cards are issued at the OTC sites, a WMS transaction initiated by HRA workers on site drives their production. They are printed on site as a result of those transactions on dot matrix printers dedicated to the task. These printers are provided by the OTDA.

#### **1.4.1.2 OFT**

OFT is currently responsible for:

- The installation and maintenance of the data communications network between the State and the CBIC Contractor.
- The installation and maintenance of the data communications network from the AFIS contractor's office to the CBIC Contractor for transmission of photo and signature images.
- Maintaining the data center in which the OTDA's WMS and CBIC systems exist.
- Defining the requirements and standards for data communication software and protocols.
- Providing technical expertise and support to OTDA in technical matters associated with network and data center.

#### **1.4.1.3 DOH**

DOH is currently responsible for defining the requirements of the structure, usage and issuance of the CBIC in the MA environment. DOH is entirely responsible for the maintenance of the eMedNY and eMedNY contractor systems which use the CBIC in eligibility verification transactions.

### **1.5 Proposed Card Issuance Mechanism**

#### **1.5.1 New York State Responsibility**

- The OTDA shall remain responsible for those items detailed in 1.4.1.1. The DOH shall remain responsible for those items detailed in item 1.4.1.3 above. The NY State OFT will be responsible for all data communications between NY State and the CBIC Contractor and between the CBIC Contractor and the AFIS contractor.

In particular, within the context of the CBIC contract, the OTDA WMS/CBIC system will be responsible for the following functions:

- Identify all individuals in need of a CBIC.

- Differentiate those recipients needing a card to be mailed from those needing OTC cards.
- Differentiate those needing a photo card from those needing a non-photo card.
- Identify the correct mailing address for mailed cards.
- Assign unique numbers to each card.
- Pass Card Request records to the CBIC Contractor.
- Pass Vault Card Issuance records to the CBIC Contractor for tracking and control purposes.
- Allow SSD users to request replacement cards.
- Support a card inquiry process and make it available to eligibility workers statewide.

### **1.5.2 Card Contractor Responsibility**

The CBIC Contractor will be responsible for all functions as described in Section 2 - Detailed Requirements, including but not limited to the following functions:

- Provide and maintain all equipment used in the generation of CBICs, as described in Section 2.7.
- Equip and have total operational responsibility for all Contractor-provided card production systems and system hardware and software components needed at the two OTC card issuance locations in New York City in order to print over the counter CBICs and as defined in Section 2.5.2.5.4.1.1.
- Calculate CAV value on each card. Maintain the security of the OTDA Card Authentication Value (CAV) encryption keys and keep the encryption keys in the hardware security module as defined in Section 2.13.2.
- Produce all mailed, OTC, Vault and Disaster cards in compliance with ANSI and ISO standards, as defined in Exhibit 17- ISO Card Standards and Sections 2.13.1 and 2.23.5.
- Issue OTC cards within one hour or less as defined in Section 2.5.2.3.1.
- Print cards and place in the mail stream within two (2) to three (3) calendar days of receipt of card mail request data as defined in Exhibit 16 and Section 2.5.1.1.
- Provide and distribute vault cards as needed to all upstate SSD offices and NYC OTC sites as defined in Section 2.5.3.

- Provide and maintain an Inventory Tracking and Control System for tracking vault card issuances as defined in Section 2.5.3.
- Process and destroy returned mailed cards and “found cards” as defined in Section 2.15.
- Acquire and convert the current contractor photo/signature database to the CBIC Contractor’s system as detailed in Section 2.22.
- Accept and store mailed card request records from the OTDA and the AFIS contractor via the real time interface 24/7 as detailed in Section 2.20.3.2.
- Accept and store photo and signature records from the AFIS contractor. Have the ability to pass all photo and signature records to the OTDA as detailed in Section 2.6.
- Cooperate with the AFIS contractor or its successor, at no additional cost, to ensure the AFIS-CBIC photo and signature image transfer interface is successfully designed, implemented, and operated as detailed in Section 2.6.
- Upon contract termination, ensure the CBIC photo and signature images are successfully transferred to the new contractor as defined in Section 2.22.
- Provide a secure web-based administrative system as defined in section 2.19.
- Provide operation and compliance reports as defined in Section 2.21.
- Support a user test system that will mimic *all aspects* of the production system as defined in Section 2.14.
- Provide and maintain the communications network and back-up network that will move data between the CBIC Contractor’s various locations, including the two OTC sites, the primary mailed card site and the secondary mailed (or back-up) sites as defined in Sections 2.18.3 and 2.20.4.6.

### **1.5.3 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 over the counter sites, including:

- Acquiring and maintaining real estate and all related aspects of the physical locations of the New York City CBIC OTC facilities.
- Staffing the OTC facilities with appropriate HRA workers and supervisors.
- General supervision of all staff at the OTC sites.
- Providing a network linking PCs at the sites with the New York City IT Network.

- Cooperating with the CBIC Contractor in all activities needed to successfully operate the OTC sites.
- Providing security for the OTC sites.
- Be the “first contact” for clients arriving at the sites.
- Make decisions regarding the appropriateness of servicing specific clients.
- Initiate card request (referral) transactions for clients arriving on site.
- Assist clients with PIN selection process.
- Operate the Emergency Vault Card issuance system when required during failures of the permanent CBIC production systems.

#### **1.5.4 AFIS Contractor Responsibility**

- The AFIS contractor maintains fingerprint, photo capture and signature capture workstations at most eligibility centers around the state. Images captured at these devices are transmitted real-time to the AFIS contractor’s office in Albany, and from there, are forwarded in real-time to the CBIC Contractor’s central site.
- When problems prevent transmission of images from AFIS to the Contractor’s system, the AFIS contractor will transmit to the Contractor’s system at any time of day, including weekends, holidays or after normal business hours.
- The client number will be incorporated into all AFIS records. Client numbers may be in CIN format or in Application Registration Number.
- The AFIS contractor provides the OTDA CBIC project office with daily detailed electronic reports of all images captured and transmitted to the Contractor’s system. Images transmitted and not accepted are indicated as such on the report so that appropriate action can be taken.

## **Section 2 Detailed Requirements**

### **2.1 Back-Up Site**

The Contractor must provide a primary mailed card production facility and a back-up site facility 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 facility. In order to ensure continued back-up site operability, the Contractor must process at least 25% of one day's volume of mailed cards from the back-up site one day per week. The Contractor is free to use the site more often at their discretion. 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 Section 6.1. The Contractor must submit production samples of products for testing according to a pre-defined OTDA schedule to assure ISO standards, as defined in Exhibit 17- ISO Card Standards, are being met.

### **2.2 Card Standards**

All cards (CBICs and Vault cards) produced must conform to Quest rules and all ISO standards, as defined in Exhibit 17- ISO Card Standards, and ANSI 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. All permanent plastic cards generated will contain "Hi-Coercivity", track two magnetic stripes.

#### **2.2.1 Durability**

Durability of Cards that will guarantee a four (4) year life span with normal usage for the card plastic and magnetic stripe. Normal usage includes a minimum of twenty (20) swiped card reads per month and the associated wear of removal and re-insertion to a wallet or purse.

### **2.3 Card Samples**

Offerors must submit product samples of their ISO standard financial access cards and card carriers along with their proposals. For the purposes of this RFP, 10 copies of sample product from existing business are required.

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.

### **2.4 Graphics of Card Inventory**

The Contractor must support four differing inventories of cards. These include:

- Client CBICs
- Authorized representative CBICs
- Standard (regular) Vault cards and any future vault cards
- Disaster Vault cards

Samples of the current version of each type of card are available by contacting Eric Fish at [otda.sm.ops.bit.rfp@nysemail.state.ny.us](mailto:otda.sm.ops.bit.rfp@nysemail.state.ny.us). Photocopies are included in Exhibit 5 of this RFP.

## **2.4.1 Client CBIC and Authorized Representative CBIC**

### **2.4.1.1 Text**

Text on the client CBIC and the authorized representative CBIC is different. In addition, the client CBIC has one standard banking signature panel on the reverse, while the authorized representative CBICs have two signature panels.

### **2.4.1.2 Graphics**

During the course of the contract, the OTDA reserves the right to change the graphics on the cards. The OTDA will reimburse the Contractor for cards needing to be destroyed because of obsolete graphics for a volume up to the equivalent of nine (9) months of card production. Reimbursement will be based on the Contractor's per card cost of actual inventory of plastic as documented by an invoice from the card supplier to the CBIC Contractor.

The Contractor is responsible for providing a final camera-ready copy of the front and back of the cards for OTDA approval before startup and at each change in the graphics for the life of the contract.

The graphic printing of the card number on the front of the card will incorporate embedded spaces so as 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, from BIN to Sequence Number.

### **2.4.1.3 Security and Graphic Features**

Separate pricing must be provided for each of the following. The use of any or all of the options will be at the sole discretion of the OTDA.

- Four (4) color printing on the front surface of the card
- Microline Printing
- Holographic Overlay
- Embedded Hologram

OTDA will not require four (4) color printing for the back of the card.

Alternative security methods may be considered if offered and priced separately under the Offeror's suggested revisions (see RFP Section 4.1.2.5).

## **2.4.2 Vault Cards**

The Contractor must provide inventories of vault cards and disaster vault cards as described in Section 2.5.3. OTDA will provide the graphics for both the front and back of the vault card.

Two standard banking signature stripes must be included on the back of the card below the magnetic stripe area. SSD or HRA staff will print the client's name in one stripe and the client will sign the second stripe.

OTDA reserves the right to change, at no charge, the graphics and the numbering routine of the vault card prior to printing any order.

Timely shipments will be made to replace depleted inventory or to support new programs.

In the event additional inventories of vault cards must be maintained and distributed beyond the standard and disaster vault cards, the Contractor will provide all purchasing, inventory control and distribution services as done for the existing vault cards.

Separate inventories will differ only in graphics and card numbering. They will conform to ISO standards, as defined in Exhibit 17- ISO Card Standards. Pricing for additional vault card types must be in accordance with the Appendix G-2 – Cost Charts.

## **2.5 Card Delivery**

Contractor must support the issuance of CBICs via the US mail. The following details the requirements of mailed CBICs:

### **2.5.1 Mailed Cards**

#### **2.5.1.1 Production Requirements**

All cards must be produced and mailed within the continental United States within two (2) to three (3) calendar days of receipt of card request data and in accordance with Exhibit 16. Offerors committing to a lesser timeframe will be held to the standard of the lesser timeframe. Offeror must identify the locations of the primary and secondary mailed card productions sites. For the life of the contract, and for any extensions thereof, the Contractor must be able to meet and exceed by 100% the volume detailed in Exhibit 1 of this RFP. The volume required is based on the average of the highest volume for three months for mailed cards and separately for OTC cards as detailed in Exhibit 1.

#### **2.5.1.1.1 Large Quantity CBIC Issuance**

Should circumstances require the replacement of the existing production cards, the Contractor must be able to print and mail an additional volume, above otherwise required volumes, of 4,000,000 cards in a period of time not to exceed nine (9) months. (Reasons for such issuance may include required changes to the graphics of the cards, replacement of LoCo cards with HiCo cards, and others as deemed appropriate by the OTDA, and DOH or OTDA establishment of a new group of recipients needing cards). Contractor is free to subcontract with 3<sup>rd</sup> parties to meet the additional card production volumes of this section. OTDA must approve such 3<sup>rd</sup> party selection. Contractor is required to build all necessary interfaces with the 3<sup>rd</sup> party and make mutual arrangements for the supply of all needed consumables if needed.

Should circumstances require the emergency issuance of cards, the Contractor must be able to 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 with 3<sup>rd</sup> parties to meet the additional card production volumes of this section. OTDA must approve such 3<sup>rd</sup> party selection. Contractor is required to build all necessary interfaces with the 3<sup>rd</sup> party 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 for reasons such as a change to graphics 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 volumes as displayed in Exhibit 1 without the need for a subcontracted 3<sup>rd</sup> party.

#### **2.5.1.2 Postal Rates**

The Contractor must take advantage of all available postal rate schedules, including as appropriate ZIP pre-sort, bar coding, ZIP plus 4, and any other relevant postal price offerings which may include 3<sup>rd</sup> party presort facilities. The OTDA will make monthly payments based on the number of cards mailed during the month at the then-current rate minus the guaranteed postage discount as submitted in the Offeror's proposal or the actual postage discount, whichever discount is greater. Daily reports from the contractor must detail the postage rate utilized. The OTDA requires copies of the postage receipts from the Post Office for each shipment of cards to accompany each month's billing for postage. Offerors should submit pricing based on their proposed mailing process.

### **2.5.1.3 Card Carrier**

Each mailed CBIC card must be affixed to an informational card carrier document to be designed by the OTDA in conjunction with the Contractor. Offeror is free to propose a mechanism for stuffing more than one card in a mailer affixed to a single carrier. OTDA must participate fully and approve of the design and implementation of such processes. The following details the requirements of the card carrier.

#### **2.5.1.3.1 Text**

The Contractor is responsible for providing the pre-printed card carriers. The OTDA will provide the text for these carriers. Samples of the current carriers are in Exhibit 7A-C. Contractor will provide a camera-ready copy for review by the 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 the 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 2.19.1, using the SSD and local office entered on the data file as the access key.

Changes at any point in the term of the contract to the content or layout of text to be written on the card carrier will be made at no additional cost to OTDA.

The print data will include at a minimum:

- Client name
- 'Care of' name (when appropriate)
- Authorized representative name (when appropriate)
- Client Identification Number (client cards only)
- Street address
- City/town
- Apartment number
- Zip code
- Return address
- Special messages if present
- Custom messages if present
- Case number
- Last 4 digits of the card number
- Card production date
- SSD
- Local Office (Center in NYC)
- Unique card production machine ID (sufficient to identify sources of card print problems)

- Sequence number within batch

#### **2.5.1.3.2 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 select pre-stored sentences or paragraphs for “custom messages”. See Exhibit 7 for the current print location of all variable data on the card carrier. There are two text fields for custom messages. One prints on all card carriers. The other prints only on those carriers so indicated on the Card Request record sent from OTDA to the Contractor.

The Contractor may be required to print and place inserts into the mailing envelopes along with the printed card and card carrier. The Contractor’s system must be capable of allowing these printed materials to be inserted into select client mailing envelopes or all client mailing envelopes as determined by OTDA. In the event that OTDA elects to request this, a change order will be negotiated in accordance with RFP Appendix A, Article 6. Specifications will be developed at that time.

#### **2.5.1.3.3 Mailed Card Carrier Process**

Automated processes shall exist to ensure that an individual's card is mounted to that individual's card carrier.

#### **2.5.1.3.4 Protective Sleeves**

The Contractor must provide protective sleeves of material of their choosing for the cards. The Contractor must present a plan for including the sleeves in the mailing envelope including the mechanism for implementation. The sleeve may be attached to the card carrier document or separately inserted in the mailing envelope. OTDA will supply the Contractor with the text that will appear on the sleeves. Offerors should recognize that the intent of the protective sleeve is to protect the magnetic stripe and include in their proposal the type of material(s) intended to be used.

Samples of the currently used sleeves are available by contacting Eric Fish at [otda.sm.ops.bit.rfp@nysemail.state.ny.us](mailto:otda.sm.ops.bit.rfp@nysemail.state.ny.us).

#### **2.5.1.4 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 the 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.

### **2.5.2 OTC Cards**

Contractor must support the issuance of over-the-counter CBICs in New York City. The following details the requirements of card issuance at the NYC OTC sites.

#### **2.5.2.1 Distribution and Availability Requirements**

OTC card issuance will occur at two NYC locations acquired by and operated by the HRA. OTC site hours of operation will be on a 12 hour per day basis on business days. Times of operation will be determined upon contract implementation. At the discretion of the HRA site hours may change over the life of the contract. In emergencies the sites may be required to operate on weekends and holidays.

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 Exhibits 1, 3 and 4 of this RFP.

Offerors may visit one of the existing New York City OTC card issuance sites. Arrangements will be made through OTDA to accommodate such visits. Contact Eric Fish at [otda.sm.ops.bit.rfp@nysemail.state.ny.us](mailto:otda.sm.ops.bit.rfp@nysemail.state.ny.us) to schedule a visit. Please also see Section 3.4 of the RFP.

Appropriate Contractor staff will have full access to the OTC sites for the life of the contract.

**Optionally**, the Contractor may be required to provide same day issuance to a segment(s) of the Upstate population at OTDA’s request. In the event that OTDA elects to request this, a change order providing the specifics will be negotiated at that time in accordance with RFP Appendix A, Article 6.

#### **2.5.2.2 Card Issuance Requirements**

All cards must be fully customized using individual text data received from the OTDA CBIC system. Color photos and electronic signatures must be printed on the cards if that data has been made available to the CBIC Contractor via the data link to the AFIS contractor. Non-photo/signature cards will be issued if no photo/signature record is available.

The OTDA will transmit, and the Contractor will accept, store and respond real time to OTC card requests 24 hours a day, 7 days a week, every day of the year. At the point in time when these OTC card request records are created, the OTDA will also print a corresponding OTC referral document on site. 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 produced.

Contractor must be able to meet and exceed by 100% the three highest month average volume for OTC cards detailed in Exhibit 1 of this RFP.

### **2.5.2.3 OTC Card Process**

Upon client arrival, HRA staff will evaluate the client for appropriateness for service. If found appropriate HRA staff will access the OTDA CBIC system via their PC's 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 to go to the Contractor's issuance window and present their HRA-generated referral, at which point the Contractor will immediately begin the process to print the card on site. Contractor must create the permanent card within one hour of receipt of the referral at the Contractor issuance window.

Following card production on site:

- 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.
- Protective sleeves for the 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.
- After the Contractor worker compares the photo on the card with the person receiving the card, the worker will sign the referral document and have the client sign the referral document. The Contractor must then compare client signature on referral to the signature provided at the pick-up window. If the photo and signatures match the card will be issued.
- All problems with photos or other card data will be referred to HRA staff on site for resolution.
- 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.

Contractor must exercise appropriate information security procedures to ensure that client data is protected. This should 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. A proposed plan for achieving this should be included with the Offeror's proposal.

#### **2.5.2.3.1 Card Issuance Turnaround Time**

The Contractor must issue completed CBICs to individuals in no more than one hour of their arrival at the Contractor's issuance window in NY City OTC sites, 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 must commit in their offer to a turnaround timeframe of no more than one hour. Offerors committing to a lesser timeframe will be held to the standard of the lesser timeframe. 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.

The time tracking system on which the one hour 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, 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 detailed monthly report will be transmitted to the OTDA indicating time of referral receipt at Contractor issuance window vs. card issuance time, for contract compliance purposes.

#### **2.5.2.3.2 PIN Issuance**

PIN selection will be an HRA function.

#### **2.5.2.3.3 Printer Pooling**

Card printing hardware at the OTC sites must support printer pooling so as to reduce the risk of downed equipment crippling site operations.

#### **2.5.2.4 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 cards, Contractor will continue to provide each client with a card carrier and a card sleeve.

## **2.5.2.5 OTC Contractor Site Requirements**

### **2.5.2.5.1 On-Site Security**

Security will be provided by HRA.

### **2.5.2.5.2 New York City HRA On-site Staff**

HRA will supply PCs for the HRA staff.

### **2.5.2.5.3 Separation of Duties**

Contractor staff will not be permitted to access State or City supplied hardware for transactions that update the database.

### **2.5.2.5.4 Location and Maintenance**

Will be provided by HRA.

#### **2.5.2.5.4.1 Physical Site Requirements**

In their proposal, Offerors must clearly delineate all requirements of their staff at the OTC sites. Details must include the numbers of staff and their computer and associated network requirements. The Contractor is responsible for the acquisition and maintenance of all Contractor PCs, and equipment needed for the production of OTC CBICs.

The Contractor will be provided adequate floor space and furniture in the Manhattan and Brooklyn OTC facilities 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.

##### **2.5.2.5.4.1.1 Equipment Requirements**

All needed hardware for Contractor staff and for card production must be provided by the Contractor and described in detail.

Contractor will be required to provide equipment to facilitate the destruction of unclaimed or malformed CBICs at the OTC sites. This equipment will consist of a workstation with keyboard card reader or wedge reader and a commercial shredding unit capable of shredding the plastic cards and consumables used in day to day operations.

##### **2.5.2.5.4.2 Contractor Staffing Requirements**

- 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.

- Staffing for the direct supervision of Contractor OTC employees must be located at each OTC site;
- The number of full time equivalents needed for each task detailed above must be provided;
- Detailed job descriptions must be presented to OTDA for each position; and
- Any other staffing needs as deemed required by the Contractor.

#### **2.5.2.5.5 Computer/Network Access Requirements**

All computers/workstations 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.

### **2.5.3 Vault Card Inventory for SSDs Statewide and NYC OTC Sites**

#### **2.5.3.1 Delivery**

Vault cards must be delivered upon request by a mutually agreed to mechanism to all SSDs statewide and HRA (NYC OTC sites) for the life of the contract. A minimum of six (6) month's inventory 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 telephone call to the identified responsible party in each SSD or HRA.

#### **2.5.3.2 Vault Card Ordering**

The OTDA will provide initial 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 and will accept orders for the cards only from these individuals as needed.

#### **2.5.3.3 Inventory Tracking and Control System**

When vault cards are issued at SSDs and the NYC OTC sites, a vault card issuance transaction will be sent from the OTDA CBIC system to the Contractor for inventory control purposes.

The Contractor must provide and maintain an automated Inventory Tracking and Control System for tracking vault card inventory at all locations. At a minimum, this system will:

- Maintain data on vault cards as they are distributed to SSDs and HRA

- Log and maintain individual vault card issuance data it receives from the OTDA CBIC system in a searchable format for use by OTDA personnel
- Initiate re-stocking of inventory for locations in need of vault card supply based on pre-determined thresholds
- Provide reporting for reconciliation of vault card supply vs. vault cards issued at all locations
- Provide access to the system to authorized OTDA, SSD and HRA personnel, including ad-hoc reporting capabilities

The Contractor must maintain and make available for audit the security measures/processes and inventory control processes and 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 2.21.1.14 and 2.21.1.15 of this RFP.

#### **2.5.3.4 Inventory Transfer**

The OTDA's existing inventory of vault cards will be transferred from OTDA's current card contractor to the CBIC Contractor prior to startup of the card system. This inventory will be stored securely by the Contractor and used along with inventory created by the Contractor. Exhibit 8 of this RFP details the approximate current annual usage rate of vault cards in each upstate SSD and NYC OTC sites.

#### **2.5.3.5 Disaster Vault Card Inventory**

The Contractor is responsible for maintaining the inventory level of the OTDA's disaster vault cards in each SSD and the NYC OTC sites, as applicable, following disaster card usage.

#### **2.5.4 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. The OTDA will provide the Contractor with reasonable development time in the event vault card expansion becomes a reality. All pricing for expanded vault card usage or separate vault card inventory must be included in the RFP proposal.

This section is provided for informational purposes only. In the event that OTDA requires vault card production for additional programs that are yet undefined, pricing for such cards would be determined by the vault card pricing provided in the Offeror's proposal. Such volumes could be up to 2 million per year. The Offeror must be able to respond to such a request.

The Appendix G.2 vault card schedule solicits pricing for orders in excess of 1,000,000 vault cards.

## **2.6 Storage of Photo/Signature Images**

All digitized photo/signature images obtained either via conversion from the current CBIC contractor, or from the Automated Finger Imaging System (AFIS) after start-up, must be added to a photo/signature database on Contractor supplied equipment. Details regarding the content and format of the AFIS/CBIC Contractor transmission of photos and signatures can be found in Exhibit 6 of this RFP. The Contractor must be able to access images using the Client Identification Number or the Applicant Registration Number that are supplied by the AFIS Contractor. The file of photo/signature images are the property of the OTDA. The current volume of photo images transmitted from AFIS to CBIC is approximately 47,000 per month. The current volume of signature images transmitted from AFIS to CBIC is approximately 46,000 per month.

### **2.6.1 Temporary Keys for Image Storage**

Some of the images obtained each day will be stored using a temporary key (Applicant Registration Number) assigned by the OTDA and captured in association with the image by the AFIS contractor. The CBIC Contractor must be able to accept subsequent data records from the OTDA that supply the permanent keys (CIN) for these images. Re-storing these images using the CIN is then the Contractor's responsibility. Those images stored using the temporary key which never become linked to a permanent key shall be purged after a period of time to be defined by the OTDA. This period will be stored in an element in a parameter file, the contents of which is defined in Section 2.19.1 of this RFP.

### **2.6.2 Photo Retention**

All Photos/Signatures, unless purged as mentioned in Section 2.6.1 of this RFP, shall be retained for the life of the contract.

#### **2.6.2.1 Photo/Signature Transfer to OTDA**

If required, the Contractor must be able to transmit photo and signature images to the OTDA system. The process may occur in either "real-time" or as a daily batch. The mechanism and the timing to do so will be clarified during the detailed design phase of the project. Pricing will be included as an OTDA option during this procurement. In the event that OTDA seeks to implement this work effort, a change order will be negotiated in accordance with RFP Appendix A, Article 6. Specifications will be developed at that time.

The photos are 300 x 300 pixels, JPEG, 72 x 72 dots per inch, 24 bits per pixel (millions of colors).

The signatures are 360 x 90 pixels, PCX with run-length encoding, 81 x 81 dots per inch, 1 bit per pixel (monochrome).

Neither the photo nor the signature is resized before printing.

### **2.6.3 Photo/Signature**

The most recently received photo or signature from AFIS shall be considered 'current' and will be used in card production. The administrative system will support a process whereby the user may assign a status of 'unusable' to a photo or signature. In the event that the most recent photo or signature is deleted or marked 'unusable', the photo or signature with the next most recent date shall be considered 'current' and used in card production. 'Unusable' photos or signatures shall not be used in card production. Multiple photos and signatures cannot be assigned a 'current' status.

## **2.7 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. The functions include, but are not limited to the printing of CBICs, the card carriers, protective sleeves, the stuffing and mailing of cards, maintaining the photo/signature image database, generating reports for the OTDA, and tracking of card request/delivery time at the OTC sites. 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, the 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 to meet the contract requirements.

### **2.7.1 Products and Features**

Offeror must list 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.

## **2.8 Signature Panel(s)**

A banking standard signature stripe resistant to alteration is required on the CBIC card. An erasable background shall be affixed to the signature stripe, beneath which must be the pre-printed message "VOID". The ability to support a second signature stripe on some cards will be required in order to support authorized representative situations.

## **2.9 Digital Signatures**

If a client's signature is available in the Contractor's photo/signature database it shall be printed on the front of the card. See Exhibit 5 for current card samples.

## **2.10 Digital Photographs**

If a client's photo is available in the Contractor's photo/signature database it shall be printed on the card. Currently, the photo is printed in the space below the state seal on the front of the card, and the signature is printed in the space in the lower left corner,

approximately one half of the way across the bottom of the front of the card. See Exhibit 5 for current card samples.

## **2.11 Customized Text Data on the CBIC Card**

All variable data needed to customize each CBIC plastic card will be supplied via transmission from OTDA with the exception of the photo and signature image, and the date/timestamp of card printing. Text data will include at a minimum:

### **2.11.1 Client CBICs**

Last name

Middle initial

First name

Date of Birth (MM/DD/YYYY)

The Contractor must alter the birth date to read "00/00/0000" on cards when a sex code of "U" is provided in the card request record,

Sex (M, F, U)

Client Identification Number

Card number

Date/time stamp of card printing

### **2.11.2 Authorized Representative CBICs**

Client last name

Client first name

Authorized representative last name

Authorized representative first name

Card number

Date/time stamp 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. The OTDA has made two changes to font size and variable text content in the past 10 years. One change was made in order to increase font size for information that was difficult to read. The other change added a line of variable text to all cards indicating the date/time of issuance of the card. This historical perspective is not to be interpreted as a guarantee regarding the frequency of such future changes.

## **2.12 Format of the Card Number on the Plastic Cards**

The card number must be printed in flat graphics on two locations on the front of the card. See sample cards in Exhibit 5 of this RFP for the layout of the client CBIC, the authorized representative CBIC, the vault card and the disaster vault card. Font size shall facilitate ease of reading for keying purposes. The card number will be blocked into groups of six, four, four, three and two numbers also for ease of reading.

## **2.13 Writing Data to the Magnetic Stripe**

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 text data on the

front of the card is identical to the card number data written to the magnetic stripe. The OTDA does not plan to use tracks one or three of the magnetic stripe at this time.

### 2.13.1 ISO Standards

ISO standard 7813 defines the data structure of the magnetic stripe. The 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 21-24	Expiration date. Industry standard constant. "4912"
Character 25 - 27	Service code. Constant. "120"
Character 28-30	CAV (Card Authentication Value) CBIC Contractor computed security field using the Advanced Encryption Standard (AES) and the OTDA's encryption keys. The OTDA will provide AES keys to the Contractor. Keys must be kept secure.

ISO standard "end sentinel"  
ISO standard "Longitudinal Redundancy Check" (LRC).

### 2.13.2 CAV

The Contractor will have the sole responsibility for the computation of the CAV using the Advanced Encryption Standard (AES). Contractor must successfully demonstrate the ability to generate the CAV during the acceptance test phase of the procurement. The OTDA will provide AES encryption keys to the Contractor. The two encryption keys must be stored separately. No single person should know or have in their possession both keys.

### 2.13.3 Card Magnetics

A high coercivity magnetic stripe is required. The OTDA retains the option of utilizing low coercivity stripes for specific products such as vault cards.

## 2.14 User Test System

### 2.14.1 System Requirements

A user test environment must be available to the OTDA that emulates production as described throughout Section 2 of this RFP. 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 their 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, and the AFIS system which supplies photo and signature data to the Contractor's system.

#### **2.14.2 System Availability**

All functionality and connectivity to OTDA and AFIS must be supported in the test system. Processing inbound and outbound records from and to the OTDA in the test system must be supported 24 hours a day, seven days a week. 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 the OTDA's discretion, although all file maintenance activities must continue to be supported 24/7. 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 the OTDA project office in Albany, NY via Priority Mail or express mail (e.g. Federal Express).

#### **2.14.3 OTC Test Device**

A single OTC device must be provided to the OTDA for test purposes at OTDA offices. 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.

### **2.15 Returned 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 12 of this RFP. The OTDA retains the option of using this system for upstate SSDs as well as for New York City.

The CBIC Contractor must process the returned mail and provide a mail return control system as follows:

#### **2.15.1 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 the OTDA.

### **2.15.2 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.

### **2.15.3 Equipment Maintenance**

Contractor must provide and maintain all equipment associated with the feature described in this section.

### **2.15.4 Additional Returned Mail**

On occasion, the Contractor will receive mail 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.

## **2.16 Vault Card Requirements**

Vault cards are plastic financial transaction cards that must conform to ISO standards as defined in Exhibit 17- ISO Card Standards. 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.

### **2.16.1 General Requirements**

The vault cards must meet the following general requirements:

- Preprinted card numbers (the first 19 digits) printed on the surface of the card;
- Pre-encoded card numbers on magnetic stripe;
- Check digit calculation and generation;
- CAV calculation and generation;
- High or Low coercivity magnetic material at OTDA discretion;
- Banking signature stripes on the back and/or front; and,
- Separate pricing for 1 and 2 color printing of card graphics.

### **2.16.2 Card Numbering**

OTDA will provide the beginning card number and the ending card number for the first shipment. Subsequent shipments must begin with the number following

the end of the previous shipment. The Contractor must assure that duplicate numbering of the cards does not occur.

The Contractor may directly produce vault cards or procure this function to a subcontractor. Vault card numbers must be 30 digits long. 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 for financial transaction cards applies.

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 (To be determined at each shipment)

Nine numeric. The first and last card will be specified by the OTDA for each shipment. The Contractor will increment each card number by one (1).

Character 17 Check digit

Mod 10 calculated/generated using all numbers on the card from BIN to sequence number place holder. The 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"

Character 28-30 CAV

Computed security field using the Advanced Encryption Standard (AES) and the OTDA's encryption keys. The OTDA will provide AES keys to the Contractor. Keys must be kept secure.

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).

### **2.16.3 Card Magnetics**

A low coercivity magnetic stripe is required for vault cards; however, the OTDA retains the right to convert to high coercivity magnetics if needed.

## **2.17 Systems Security**

The Contractor must ensure that all segments of its card production and administrative systems are available only to authorized individuals and authorized PCs/workstations. User access must be limited to only those aspects of the system relevant to their job functions. Users must also be limited to Update and/or Inquiry Only capabilities based on their job functions. 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/photo/signature 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.

Contractor must maintain a current list of users eligible to access/update or inquire against each segment of its system. At a minimum, password access is required.

All production records generated for OTDA must be managed in a confidential manner as described in Appendix A – Terms and Conditions – Article 15.

## **2.18 Systems Back-up**

A complete test of the back-up systems 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.

### **2.18.1 Mailed Cards**

The CBIC Contractor must provide the OTDA with a business continuity plan that insures the ability to do full mailed card production in the event that the primary location becomes unavailable for a period exceeding two (2) business days. Offsite storage of a current version of the database, including all programs, card records and photo/signature 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 the secondary site as the back-up site when needed.

### **2.18.2 Mailed Cards Backlog Recovery**

To ensure that the secondary site remains functional, a minimum of 10% of all mailed cards requested by the 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 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 the two (2) day backlog of business in two (2) calendar days, while maintaining OTDA-set standards for current day card production as described in Exhibit 16.

### **2.18.3 OTC Backup and Recovery**

In the event of a failure of the Contractor's OTC system or its database or related components, the Contractor must provide for the complete recovery of that system, its database and the means for keeping that database current within one (1) calendar day.

### **2.19 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.

- Provide the following functionality for the Parameter file:
  - o Maintain a file of SSD/local office return addresses to be used for mailed cards
  - o Maintain a file of messages for printing on card carriers or inserts (if OTDA chooses to use the insert option)
  - o Maintain values for "timeout" purge of photo/signature records
  - o Maintain value for "timeout" production of non-photo cards
  - o Provide Inquiry and/or Update capabilities for all values in the Parameter file to authorized users
  - o Provide mechanism to print the contents of the Parameter file
- Provide the following functionality for photo/signature files:
  - o Allow access to and printing of photo and signature images
  - o Provide mechanism to delete photos and signatures
  - o Provide mechanism to mark photos and signatures as 'unusable'
- Provide the following functionality for Reporting purposes:
  - o Allow access to administrative reports
  - o Provide ad-hoc reporting capabilities against client card production history
- Provide mechanism for OTDA to grant user access and assign security roles
- Allow viewing of client card issuance history including request date and card production date. Further definition will be completed during the detailed design phase of the project.
- Provide access to the Contractor's project documents
- Vault Card Inventory Control System as defined in section 2.5.3.3 (can be an independent application or incorporated into the Administrative System)

#### **2.19.1 The Administrative Systems Control and Parameter File**

The Parameter file must support the following functionality/values:

##### **2.19.1.1 Updates to and Inquiry to the Return Addresses 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.

#### **2.19.1.2 Updates to and Inquiry to the Universal Notice Text**

A 255 character alpha numeric value 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.

#### **2.19.1.3 Updates to and Inquiry to the Special Notice Text**

A 255 character alpha numeric value 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 the OTDA requests special notice.

#### **2.19.1.4 Purge Period for Applicant Photos**

Contractor must make available for input a numeric value (initialized by the Contractor to 90) entitled "Photo Purge Period for Applicants." (60 through 360 are acceptable values)

Photos and signatures keyed to an Applicant Registration Number must be purged after a period of time indicated by this value if the photo is never linked to a CIN.

### **2.19.2 Administrative System Security**

Access to the administrative system must be secured as described in Section 2.17 of this RFP. The 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 and PCs/workstations authorized to access each function separately. Only persons identified and authorized by OTDA as security officers may make updates to that table. The Contractor can expect that at a minimum there will be one security officer employed by the OTDA. The Contractor must also designate a Contractor employee as a security officer. That individual may also serve other functions for the Contractor.

### **2.19.3 Photo and Signature Inquiry and Deletion Process**

The administrative system must support the display of photo and signature images. If more than one image is on file for an individual, each must be accessible.

#### **2.19.3.1 Screen Display**

The screen display must provide the following data:

- Date/time of photo capture
- Date/time of photo receipt from AFIS
- Client ID number
- Any previously used key (temporary key)
- Each card number the photo was printed on
- The associated electronic signature
- Client demographics
- The associated AFIS workstation
- The associated AFIS worker

### **2.19.3.2 Photo/Signature Deletion**

An on-line photo/signature purge process must be available via the administrative system for deletion of unacceptable photo images. This process will have access controlled by a separate security function. The photo purge process is driven by a selection from the Admin screen.

## **2.20 Network Requirements, File/Record Transfers**

The movement of data between the Contractor's system, the OTDA CBIC system, and the AFIS contractor's system will consist of real time transmissions 24 hours a day, 7 days a week, every day of the year.

The OTDA routinely transmits all card requests as single individual requests real time via the SOAP protocol. SOAP (Simple Object Access Protocol) is a protocol that allows program-to-program communication across the Internet using the current Web infrastructure. Only in emergencies when SOAP fails and there is a large backlog would OTDA transmit batches of card requests. When doing so we would bring down the SOAP lines until the batches are fully transmitted.

The OTDA will allow the Contractor to perform batching as needed by their process. Contractor is expected to process requests in a manner that meets the performance standards of the contract.

### **2.20.1 Record Layouts**

Record layouts for all data transferred between the Contractor system and the OTDA CBIC system are included in Exhibit 9 of this RFP. Record descriptions of the photo and signature images are included in Exhibit 6 of this RFP.

The Contractor must accept records in these formats or in formats agreed to during the design phase of the project. The OTDA anticipates only minimal changes to in-house systems as a result of this procurement.

### **2.20.2 Record 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 Appendix 15 - Record Transfer Error Codes.

### **2.20.3 File Transfer Responsibilities**

#### **2.20.3.1 OTDA's CBIC System Responsibility**

The OTDA's CBIC System will:

- Transmit to the Contractor card request records;
- Transmit Vault Card Issuance records to the Contractor for tracking and control purposes.
- Receive from the Contractor acknowledgment of each record successfully transmitted;
- Receive from the Contractor a "card produced" record for each record resulting in card production;
- Receive from the Contractor error response records for each record that fails card production; and,
- Transmit to the Contractor "temporary to permanent" records instructing the Contractor to switch the owner of a photo/signature from a temporary ID to a permanent ID.

#### **2.20.3.2 Contractor System Responsibility**

The Contractor System must:

- Receive batch files and real time card request records from OTDA 24 hours a day, 7 days a week, every day of the year.
- Receive and store client photo and signature records from the OTDA AFIS contractor 24 hours a day, 7 days a week.
- Respond to OTDA's card issuance records confirming their receipt and later with card issuance records confirming issuance activities.
- Accept and post updates to the parameter file.
- Respond to receipt of photo/signature from the AFIS contractor with an acknowledgement to the AFIS contractor and to OTDA.
- Respond to OTDA when appropriate with agreed-upon error response records for each record that fails card production.
- Accept and process from the OTDA "temporary to permanent" records switching the owner of a photo/signature from a temporary ID to a permanent ID.
- Accept and process from the 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 for Technology (OFT) standards. The standards for required security protocols can be found on the FIPS 140 Standards documentation website. A link to the FIPS standards is provided below:

<http://csrc.nist.gov/publications/PubsFIPS.html>

### **2.20.4 Network Responsibilities**

The OFT will be responsible for the installation and maintenance of all network capabilities that will move data between the OTDA's primary and backup CBIC systems and the Contractor's primary and backup systems. In addition, the NY State OFT will be responsible for providing all network capabilities that will move data between the CBIC Contractor and the OTDA's AFIS contractor.

The Contractor will be responsible for providing all network capabilities that will move data between all components and locations of its own system. The Offeror must provide details of this network capability in their proposal.

#### **2.20.4.1 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.

#### **2.20.4.2 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.

#### **2.20.4.3 Location**

Describe the geographic locale of the Contractor.

#### **2.20.4.4 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, with peak traffic occurring overnight, but with substantial traffic occurring during the business day. Photo/signature traffic may also be transmitted during the same timeframes, with peak traffic anticipated during the business day. Support must consist of a list of contacts (including name, phone number and e-mail address), an understood method of identifying the network, and escalation procedures to ensure resolution of the problem.

#### **2.20.4.5 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.

#### **2.20.4.6 Network and Back-up Network**

The Contractor is required to provide a primary network between its primary mailed card site, its back-up mailed card site, and both of the

OTC sites. 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 over the counter sites. These solutions may include cable or other means by which the over the counter sites remain in communication with the Contractor’s primary and backup main sites (i.e. datacenters). The Contractor must be capable of switching to its back-up network within one hour of a failure to the primary network. The back-up network will be subject to a business continuity test twice a year as scheduled by the OTDA. The OFT will provide back-up networking between the State systems and the Contractor’s primary and back-up sites. The OFT will provide the Contractor with a mechanism to switch the OTDA to Contractor transmissions between the Contractor’s two sites.

## **2.20.5 Communications Protocols**

The CBIC Contractor must support the SOAP protocol.

## **2.21 Reporting**

The Contractor must supply/make available to the OTDA reports 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. An IP address to which all reports (test and production) can be transmitted will be supplied to the Contractor by OTDA.

Operational and contract management reports must be supported. Reports must be transmitted 365 days a year. All daily reports will be for calendar days (midnight to midnight). 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 Word as directed by OTDA.

### **2.21.1 Operational Reports**

At a minimum, the following reports will be provided to OTDA:

#### **2.21.1.1 Daily Card Print Summary Report**

Summarizes numbers of cards produced by type (OTC photo, OTC non-photo, mailed photo, mailed non-photo).

#### **2.21.1.2 Daily Mailed and OTC Card Detail Reports**

Provides a detailed listing of each card printed for mailing or OTC delivery each day. All data printed on each card and each card carrier will be provided. There should be 2 individual reports provided. One for daily mailed card production and one for daily OTC card production.

#### **2.21.1.3 Daily Summary Photo Processing Report**

Summarizes the numbers of photos received by the CBIC Contractor from each AFIS site by day. Includes month to date totals and running bottom line totals of numbers of photos on the database by AFIS site and statewide. Bottom line number of photos on file is statewide.

#### **2.21.1.4 Daily Detail Photo Processing Report**

Lists individuals (CIN or Applicant Registration Number) for which photos and/ or signatures are received each day. See Exhibit 13 – Daily Detail Photo Processing Report for current report format.

#### **2.21.1.5 Daily Postage Receipts**

The Contractor must provide the OTDA with actual or copies of receipts from the US Post Office. These will be used to verify postal volume and rates. The receipts will be forwarded to the OTDA once per month along with the monthly invoice.

#### **2.21.1.6 Monthly Billing Report**

Includes the number of OTC and mailed cards generated for the month.

#### **2.21.1.7 Monthly Detail and Summary Report**

Provides summary of all card request records received during the month (including records accepted, rejected, acted upon, not acted upon) along with the action taken regarding each record.

#### **2.21.1.8 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 (client photo, authorized representative photo, client non photo, authorized representative non photo).

#### **2.21.1.9 Monthly Unproduced Mailed Card Report**

Provides detailed listing of card numbers and CINs of mailed card records in “unproduced” status.

#### **2.21.1.10 Monthly Photos/Signatures Received Report**

Provides detailed listing of photos/signatures received. Includes those accepted and those rejected and reason for reject. Includes Client ID, date of receipt and AFIS site ID.

#### **2.21.1.11 Monthly Photo Warning Report**

Provides detailed listing of those photos that are to be purged by site by day in the next 30 and next 60 days. Also provides SSD and Statewide totals.

#### **2.21.1.12 Monthly and Daily Returned Mail Reports**

Daily detailed and monthly summary reports must be generated by the Contractor and transmitted to the OTDA. Detailed data must include client name, card number, issuing SSD and local office, address to which the card was mailed and worker who requested the card. The reports must be specific to each SSD.

#### **2.21.1.13 Daily Photo/Signature Purge Report**

Daily detailed listing of each photo or signature purged via the administrative on-line process.

#### **2.21.1.14 Monthly Vault and Disaster Card Inventory Report**

Listing of all vault card inventory activity for the month. Detailed data must include current inventory, receipt of new vault card shipments, and total number of vault cards sent to the SSDs or NYC OTC sites during the month.

#### **2.21.1.15 Monthly Vault and Disaster Card Shipment Report**

Detailed listing of all cards sent to SSDs and NYC OTC sites during the month. This report must include, for each shipment, the date of the shipment, the name of the SSD or NYC OTC site, the card numbers sent, and the total number of cards sent.

#### **2.21.1.16 Database Conversion Report**

A report to run at the time the production photo/signature file is loaded from the current contractor and converted for use in the new Contractor's system. The report must include:

- The number of photos loaded and converted.
- The number of clients and applicants associated with those photos.
- The number of clients and applicants with one photo on file.
- The number of clients and applicants with more than one photo on file.
- The number of signatures loaded and converted.
- The number of clients and applicants associated with those signatures.
- The number of clients and applicants with one signature on file.
- The number of clients and applicants with more than one signature on file.

#### **2.21.2 Contract Management Reports**

At a minimum, the following reports will be provided to OTDA:

### **2.21.2.1 Mailed Card Issuance Monitoring Report**

Daily total and monthly summary of the total number of 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.

### **2.21.2.2 Records Posting Report – Processing of Card Request Files from the 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.

### **2.21.2.3 Administrative System Monitoring Report**

Down time of the administrative system must be reported monthly by day and with monthly totals within the following categories:

7AM to 9PM Monday through Friday excluding holidays  
9PM to 7AM Monday through Friday excluding holidays

Weekends and all holidays

### **2.21.2.4 Photo Inquiry Response Time Monitoring Report**

Total number of photo inquiry transactions responded to.

Number and percent of total photo inquiry transactions responded to in less than 45 seconds.

Number and percent of total photo inquiry transactions responded to in 45 seconds or more.

### **2.21.2.5 OTC Monitoring Report**

For each day of the month and monthly the following data must be provided:

1. The total number of OTC cards produced in the OTC mode.
2. The total number of OTC cards produced from 0-timeframe hours committed to by the Contractor.
3. The number of OTC cards and percent of total produced from 0-1 hours after receipt of all data needed to produce the card.
4. The total number of OTC cards and percent of total produced from 1-2 hours after receipt of all data needed to produce the card.

5. The total number of OTC cards and percent of total produced from 2-3 hours after receipt of all data needed to produce the card.
6. The total number of OTC cards and percent of total produced from 3-4 hours after receipt of all data needed to produce the card.
7. The total number of OTC cards and percent of total produced from 4-5 hours after receipt of all data needed to produce the card.
8. The total number of OTC cards and percent of total produced from 5-6 hours after receipt of all data needed to produce the card.
9. The total number of OTC cards and percent of total produced from 6-7 hours after receipt of all data needed to produce the card.
10. The total number of OTC cards and percent of total produced from 7-8 hours after receipt of all data needed to produce the card.
11. The total number of OTC cards and percent of total produced more than 8 hours after receipt of all data needed to produce the card. For each card in this status, provide a detailed listing of cards affected detailing actual days delayed and sorted by actual days delayed.

#### **2.21.2.6 Monthly Client Turnaround Report**

Detailed listing of all client arrival records created as required in Section 2.5.2.2.

#### **2.21.2.7 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 sites.

#### **2.21.3 Ad Hoc Reporting**

Contractor will supply an ad hoc reporting tool and access to the card database and vendor database.

### **2.22 Color Photo and Signature Images Conversion**

OTDA anticipates that approximately 6.8 million digitized color photos and 6.2 million signatures will be on file with the current CBIC contractor by June of 2012. Within the work plan required in Section 4.2 of this RFP, Offerors must include details of the proposed mechanism to acquire and make this file usable in their environment.

The Contractor will be authorized access by the OTDA to the digitized photo/signature files maintained for the OTDA by the current CBIC Contractor.

Upon contract termination, the CBIC Contractor must cooperate with the OTDA and the new CBIC contractor in moving the photo-signature database to the new contractor and provide an initial load (a "conversion file") including card history, SSD current return addresses, and other contents in the administrative system. The Contractor will create and implement a conversion plan in cooperation with the new contractor upon request for the OTDA.

## **2.23 Acceptance Testing**

### **2.23.1 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.

Full functionality of all mailed and OTC card production systems processes must be exercised 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:

- Initialization and load of the production photo/signature image file from the current CBIC contractor.
- Maintenance of the photo/signature file with a production interface from the AFIS contractor.
- Acceptance of the manual load or systems transfer of return addresses, message texts, timeout values and purge values into the parameter files.
- Receipt of production card request data from the OTDA for five consecutive business days, 24 hours a day, seven days a week.
- Real time response indicating receipt of card request data.
- Daily runs of mailed and OTC CBIC production (photo and non-photo intermixed) for five consecutive days coinciding with the receipt of the production card data.
- Card mounting, stuffing, protective sleeve insertion and presorting for mailed cards.
- Photo/signature inquiry and printing via the administrative system.
- Responding to OTDA systems with affirmation of card production as outlined in Section 2.20.3.2 of the RFP.

- Card conformance with all ISO standards, as defined in Exhibit 17- ISO Card Standards. Magnetic stripe data and CAV calculation must be correct. Graphics will be correct and legible.

### **2.23.2 Full Functionality of All OTC Processes will be Displayed**

Contractor employees must be on site and trained. PCs shall be operational for all functionality. For both OTC sites, a complete walkthrough of all Contractor processes must take place using either the test or production systems. Processes displayed will include at a minimum:

- Client arrival transactions;
- Card registration and printing in production volumes, and within timeframes committed to by Contractor; and
- Retention and filing of all OTC records.

Separation of duties requirements must be adhered to.

### **2.23.3 Vault Cards**

Full functionality of all vault card creation and inventory distribution for SSDs and New York City OTC sites must be demonstrated. Specifically the following must be presented:

- Card numbering must be correct;
- CAV calculation must be correct;
- Card magnetics must conform to ISO standards, as defined in Exhibit 17- ISO Card Standards, and be found acceptable by an independent testing service;
- Physical characteristics of the cards must conform to ISO standards;
- Inventory control processes must be acceptable to OTDA;
- Shipping processes must be acceptable to OTDA; and
- Personnel assigned to distribution must be adequate and acceptable to OTDA.

### **2.23.4 Certification**

Following the acceptance test, it will be the Contractor's responsibility to provide independent certification that both the CBICs and the vault cards meet the ISO standards, as defined in Exhibit 17- ISO Card Standards, and contained in Section 2.2 of this RFP. This certification must be provided by a company or agency experienced in evaluating financial transaction cards, as approved by OTDA. Test results provided to the OTDA must be on original documents from the testing company and be accompanied by information adequate to allow the OTDA to independently contact the testers and verify the results. The Offeror's instructions to the testing company must include a requirement that the tester transmit or mail the benchmark results directly to the OTDA upon completion. At its discretion, the OTDA will be free to communicate directly with any testing organization chosen.

Specific items that must be addressed in the certification include the following:

- Electrical and Magnetic Characteristics of the Card that will guarantee readability of the card in standard track 2 card readers.
- Physical Characteristics of the Card 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.
- Physical Security of Cards that will guarantee resistance to tampering with text or color photos printed on the cards.
- 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.
- All permanent plastic cards possess high coercivity magnetic media characteristics.
- At a minimum, the following tests will be conducted by the independent testing organization:
  - Signed Amplitude and Jitter
  - Character Decode
  - Location of the encoded tracks
  - Location of start sentinel
  - Dynamic magnetic characteristics
  - Card dimension and warpage

### **2.23.5 Ongoing Quality Assurance**

- To ensure card conformance to ISO standards, as defined in Exhibit 17 - ISO Card Standards, the Contractor will provide the OTDA with proof of ISO Standard Testing on quarterly basis. Test may be conducted on magstripe test equipment such as an InSpec 9000 or Barnes MT 3000 machine.
- Tests will be conducted on ten (10) randomly selected mailed cards and ten (10) OTC cards produced on the production hardware.
- Upon each new vault card shipment, ten (10) randomly selected vault cards will be tested.
- OTDA reserves the right to have the tests verified by an independent qualified testing laboratory.

### **2.24 Project Staffing Requirements**

Key Personnel are those positions that are considered to be critical and essential to the effective management and performance. It is essential that key positions are filled with qualified, experienced staff committed to the success of supporting the State's mission

critical applications. It is essential that there is stability of the staff chosen to fill the key positions.

In the event that the Offeror's proposed Project Manager is not currently employed by the Offeror, or the proposed Subcontractor, the Offeror must provide Appendix F, Letter of Intent to Accept Employment – Key Staff.

Please note that for the period spanning from the proposal due date until an award has been announced, in the event that the Offeror's proposed Project Manager identified within an Offeror's proposal becomes unwilling or unable to participate under the terms of a resultant contract, the Offeror must formally notify OTDA within one business day of the time that the Offeror knew or should have known of the key personnel non-availability. Within five business days thereafter, the Offeror must then identify and substitute a replacement candidate with qualifications that are equal to or better than the original candidate as determined at the sole discretion of the OTDA. Failure to meet either of these timelines will result in the Offeror's disqualification from award consideration unless the Offeror can demonstrate good cause for failure to comply with such time requirements. The original candidate's qualifications will remain the basis for proposal evaluation purposes.

The Contractor must assign the key personnel identified to perform the services described throughout this RFP effective with the agreement start date and for the duration of the agreement, except in the cases of death, illness, disability, termination, or other severance of association, or extenuating personal circumstances, unless otherwise agreed upon by the OTDA. In the event it becomes necessary to replace key personnel during the term of this contract, the Contractor must:

- Provide the OTDA with written notification of such replacement;
- Provide the OTDA with documentation describing the circumstances of the need for the replacement;
- Provide a completed candidate experience and reference information for the proposed replacement personnel; and
- Obtain prior written approval from the OTDA.

Approval by the OTDA of such request(s) will not be unreasonably withheld.

The OTDA reserves the right to request replacement of any staff, regardless of their employer (Prime Contractor or Subcontractor) during the term of this agreement if their continued presence would be detrimental to the State or the success of the project. All requests shall comply with applicable anti-discrimination and employment laws. The OTDA will submit such requests in writing stating its reasons for the request and will not be unreasonable in its request(s).

The Contractor will, within seven (7) calendar days of the request, either respond with detailed objections to the OTDA's request or have said person(s) removed from the project. The Contractor must provide a qualified replacement for the staff removed as soon as possible, but no later than thirty (30) calendar days from the date of the Contractor's receipt of written notice by OTDA.

Offerors must provide details for the Project Manager using the format illustrated in Appendix C of this RFP, and submit Appendix E form and resume. Offerors must also include an organizational chart showing where the CBIC Project positions will be placed within the existing structure of their organization.

If an Offeror is requesting OTDA staff to be a reference for Appendix E, forward any such requests in writing to Eric Fish, who is the Primary Contact for this procurement. Mr. Fish will be the conduit between the vendor and the individuals in OTDA and will forward such requests to the appropriate party. The appropriate party will respond back to the vendor through Mr. Fish at [otda.sm.ops.bit.rfp@nysemail.state.ny.us](mailto:otda.sm.ops.bit.rfp@nysemail.state.ny.us).

Each Offeror's proposed Project Manager will be required to participate in interviews with OTDA staff during the proposal evaluation process. Each Offeror's proposed New York City OTC Site Supervisors and Mailed Card Production Manager will be required to be identified and to participate in interviews with OTDA staff no less than four months prior to system start up. While the approval process for these positions will not occur until after contract award, OTDA retains final approval of these proposed candidates until such time as the interviews are conducted. Approval for these positions will be based on, but not limited to, the qualifications as described in Sections 2.24.1, 2.24.2, and 2.24.3.

Contractor staff working in both the mailed and OTC environments will have confidential client information available to them. Therefore, the Offeror must detail what security screening procedures will be in place during the hiring process to assure all staff assigned to the CBIC Project have the appropriate background and experience.

It is the responsibility of the Offeror to provide proof of experience and capability for each of the key personnel proposed by the Offeror.

OTDA considers the following staff to be Key Personnel. The requirements for Key Personnel positions follow:

### **2.24.1 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 Project. A detailed description of the qualifications of the Project Manager must be submitted to OTDA as part of the proposal. In addition, Offerors must submit to OTDA, as part of the proposal, a resume and a complete Appendix E – Key Personnel Experience and Reference Form to be used for evaluation purposes.

Individuals proposed must meet the following mandatory qualifications:

- Three years of supervisory experience in a card production environment;
- Three years experience in the procuring or manufacturing of card production hardware; and,
- Three years experience in the operations and management of a debit, EBT or credit card issuance system, producing a minimum of 500,000 cards per year.

The following experience is desirable but not required:

- Three years experience in the management of sub-contractors and their staff.

#### **2.24.2 Site Supervisors for OTC Sites**

Each OTC site in New York City must have a Site Supervisor. These individuals must be responsible for supervising all Contractor staff on site and assuring that the day to day OTC operations run smoothly. The selected Contractor's proposed Site Supervisors will be required to be identified and to participate in interviews with OTDA staff no less than four months prior to system start up. In addition, the Contractor must submit to OTDA a resume and a complete Appendix E – Key Personnel Experience and Reference Form, upon identification of the proposed Site Supervisors.

Individuals proposed must meet the following minimum qualifications:

- One year operational experience where the principal activity requires face to face interaction with the general public; and,
- Three years of supervisory experience managing multiple employees.

Experience in the following areas is highly desirable:

- Computer literacy in dealing with minor maintenance issues (i.e. replacing printer cartridges, cooperating with “computer help desk” personal); and,
- Experience with hardware and software systems utilized in debit/credit card production.

#### **2.24.3 Mailed Card Production Manager**

This individual is responsible for the overall mailed card operations. The selected Contractor's proposed Mailed Card Production Manager will be required to be identified and to participate in interviews with OTDA staff no less than four months prior to system start up. In addition, the Contractor must submit to OTDA a resume and a complete Appendix E – Key Personnel Experience and Reference Form, upon identification of the proposed Mailed Card Production Manager.

Individuals proposed must meet the following minimum qualifications:

- Three years operational experience in bulk and volume mail operations using the USPS; and
- Three years of supervisory experience managing multiple employees.

Experience in the following areas is highly desirable:

- Three years managerial experience in a high volume, debit/credit card production environment;
- One year experience with the USPS' regulations governing bulk and volume mail; and
- Two years experience with hardware and software systems utilized in debit/credit card production.

### **2.25 Possible Future Development Activities**

The Contractor must support the OTDA in pursuit of utilizing CBICs for additional State and Federal program benefits including, but not limited to, WIC (Special Supplemental Program for Women, Infants and Children), health care applications, childcare, child support, and unemployment insurance benefit payments.

In the event the OTDA elects to proceed with any such items or other related features, the Contractor must agree to negotiate in good faith toward developing a contract amendment, subject to New York State Office of the State Comptroller approval, to include associated pricing, detailed development and design documents, and ultimately the implementation and support of these features.

### **2.25.1 Smart Card Technology**

Offeror must state in the proposal their willingness and ability to provide the following services:

- Produce smart cards that also have financial standard magnetic stripes (Hybrid card);
- Write data to the magnetic stripe and the smart chip during the same card production operation;
- Support Health Insurance Portability and Accountability Act (HIPAA) requirements for securing data on smart card chips; and,
- Provide stand alone and/or integrated devices for updating data on the chips.

### **2.26 Offeror Suggested Revisions**

The OTDA encourages contractors with whom it does business to develop ideas that will lead to cost containment, productivity improvements, and/or operational efficiencies. Offerors must respond to all RFP requirements as requested and can additionally suggest revisions in the manner described herein. The purpose of this section is to encourage Offerors to describe revisions to the statement of work that have not been requested or required by this RFP. The OTDA expects that the Offerors' expertise and experience will provide a source of innovative concepts for improving the efficiency, effectiveness, and productivity which could lead to program savings.

Offerors with suggestions must, based on the Offeror's understanding of the CBIC statement of work and the constraints and performance standards articulated in this RFP, develop the following for each Offeror suggested revision. A responsible proposal must address the requirements set forth in the RFP. However, suggested revisions will not be scored and OTDA is under no obligation to include the suggested revisions in the evaluation process. Offerors may also submit suggested revisions that will lead to cost containment, productivity improvements, and/or operational efficiencies.

#### **2.26.1 Revision Format Requirements**

A brief narrative that explains the potential revision including all benefits and disadvantages both tangible and intangible as well as the effect on equipment, software, fixed and reimbursable costs, e.g., decreases or increases, sale or replacement, etc.

Description of the effect of the revision on the performance in standards outlined herein.

Statement of any and all design, development and implementation costs and any increases or decreases in operation costs.

Description of the impact on SSDs, clients or any other affected party and an estimate of the annual savings.

Such revisions may be accepted or rejected by the OTDA, in its sole discretion, in whole or in part. Offerors must not make their cost proposal contingent on acceptance of any Offeror suggested revision(s).

### **2.26.2 State Usage of Suggested Revisions**

The State reserves the right to use any Offeror suggested revisions proposed by any Offeror. This right extends to revisions suggested by unsuccessful Offerors. By submitting any Offeror suggested revision(s) in its proposal, an Offeror agrees to the terms of this paragraph. The State will not, in any manner, reimburse the unsuccessful Offerors for any of their suggested revisions, which the State may decide to implement. An Offeror's suggested revisions will not be used in evaluating that Offeror's proposal. Offeror suggested revisions will be considered during contract negotiations with the successful Offeror.

The OTDA reserves the right to reject any revision proposed by an Offeror that the OTDA deems impractical in the New York State environment or not in the best interest of the State.

## **2.27 Change and Release Management**

The OTDA requires the Contractor to have a formal written Change and Release Management Manual including policies and procedures as outlined below and delivered to OTDA as outlined in section 4.2.2 of this RFP.

### **2.27.1 Change Management**

The OTDA requires the Contractor to have formal written change management procedures which address the following elements:

#### **1. Program and System Baseline**

The program and system baseline will be established upon acceptance of the conversion and approval of all Takeover activities. After the initial baseline is established, any modifications to the program or system design or functionality will be defined as a Change Request and will be documented, tracked, and managed in accordance with an approved Change and Release Management plan.

## 2. Changes to the Program System Baseline

Contractor-initiated or OTDA-initiated changes seek to modify the baseline system, procedures, or application programs. Such requests alter the initial scope of the program, or add or modify functionality, after the system design baseline has been determined.

All changes are categorized as remedial or enhancing. 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.

## 3. 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.

## 4. Enhancing Changes

Enhancing changes are defined as changes that are not Remedial changes. These include, but are not limited to, changes that will enhance performance, provide new functionality; provide conformity to changes in State or local law, regulations, or policies; provide conformity to changes in Federal law, policies, programs or regulations, or other applicable network rules; improve cost-effectiveness; enhance efficiency and ongoing operation; or improve program maintenance.

The Contractor will provide change request services for enhancing changes herein for up to 100 person hours of effort (notwithstanding the dedicated on-site key personnel as defined in Appendix C) per contract year at no additional expense to the OTDA. The costs of the OTDA for enhancing changes requiring greater than a 100-hour effort per contract year will be compensated in full by OTDA at the rates contained in Appendix G, upon OTDA acceptance of the change. Enhancing changes above the 100 person hour effort per contract year will require the prior approval of the Office of the State Comptroller.

### **2.27.1.1 Change Request Process**

Change requests initiated by the OTDA requesting Enhancing changes will be initiated through a Change Request Form. The OTDA will designate all Change Requests as high or low priority, and the Contractor's proposal must outline proposed timeframes for initiating

changes based on priority ranking. The OTDA's CBIC Project Manager will forward a signed Change Request Form to the Contractor's designee for analysis of the request for potential impacts on existing system processes, other schedule changes, resources, hours, and applicable costs.

The Contractor will return the Change Request Form and the results of the analysis to the OTDA's CBIC Project Manager within 7 calendar days of receipt. The Contractor must provide the OTDA with a proposed development and implementation schedule for completing the change. Contractor responses to OTDA-initiated change requests must include a detailed price quote utilizing the change request pricing for personal services as submitted by the Contractor in Appendix G of its financial proposal for the requested change, including the number of hours required to perform the request. However, should such changes result in a reduction in the Contractor's responsibilities/efforts in providing services, a like reduction in pricing will be negotiated in good faith based upon an equal sharing of contract related savings.

If the OTDA chooses to formally approve the change, the Change Request Form will be signed and dated by the OTDA's CBIC Project Manager and forwarded to the Contractor. The Contractor shall not begin work on an OTDA-initiated Change Request until written approval is received from the OTDA. The Contractor must provide a final development and implementation schedule within 7 days of receipt of the approved Change Request, and must include specific dates for development and implementation consistent with the schedule being proposed.

Upon written approval of the Change Request, the Contractor must include the change in work plans, allocate resources as appropriate, and will provide ongoing status reports as part of the regular status report, with hour and cost accounting (if any) to the OTDA. Until such time as the change has been completed and accepted by the OTDA, the OTDA will monitor implementation of the approved changes through scheduled status reports.

For Contractor-initiated changes, the Contractor must provide the OTDA with written, advance notification of all self-initiated, non-remedial changes. Written notification must include, at a minimum, known or anticipated impacts the changes will have on card production, system or program functionality, file formats, screens, reporting, performance, and any costs or cost savings to the OTDA. The Contractor must coordinate all non-remedial changes with the OTDA. Non-remedial changes must be implemented at a time agreed upon with the OTDA, so that the availability and participation of OTDA program and technical staff can be assured. All Contractor-initiated changes are subject to the prior written approval of the OTDA. Upon such approval, the Contractor will provide the OTDA with a proposed development and implementation schedule for

completing the change, including the number of hours required to perform the request.

## **2.27.2 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.

### **2.27.2.1. 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.

## **Section 3 Procurement Information and Requirements**

### **3.1 Title of RFP**

This RFP shall be identified as the NYS OTDA Common Benefit Identification Card (CBIC) Request for Proposal.

### **3.2 Issuing Agency**

This RFP is being issued by the New York State Office of Temporary and Disability Assistance (OTDA).

### **3.3 Contract Duration**

This Agreement shall commence upon the approval of the New York State Comptroller's Office (OSC) except that, by mutual agreement, the parties may, retroactively or prospectively as the case may be, delay or advance the starting date by a period of up to thirty calendar days subject to OSC approval and shall continue for the implementation period plus five (5) years, subject to the termination provisions contained in the New York State Standard Contract Appendix A-1 of this RFP. The OTDA has the option, at its sole discretion and subject to the approval of the Office of the State Comptroller, to extend the date of this Agreement for up to two periods of up to 12 months each.

### **3.4 Primary Point of Contact**

New York State Finance Law (SFL) §139-j restricts contact by Offerors with any governmental entity regarding procurement contracts. Subject to certain exceptions set forth in SFL §139-j (3), contacts between Offerors and governmental entity personnel, other than the governmental entity's designated contact person(s), are prohibited during the restricted period of the governmental procurement.

Pursuant to State Finance Law §§139-j and 139-k, this procurement includes and imposes certain restrictions on communications between OTDA and an Offeror during the procurement process. An Offeror is restricted from making contacts from the earliest notice of intent to solicit bids through final award and approval of the Procurement contract by the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified in this RFP. OTDA employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award. In the event of two findings within a four-year period, the Offeror is debarred from obtaining governmental Procurement contracts. Further information about these requirements can be found on the Office of General Services (OGS) website:

<http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>

The following activities are permissible contacts by an Offeror:

- Submission of a written proposal in response to this RFP.
- Submission of written questions prior to the proposal due date.
- Complaints filed by an Offeror stating that the designated point of contact(s) has failed to respond in a timely manner.
- Oral presentations and interviews scheduled by OTDA.
- Negotiations following award.
- Debriefings to vendors that were not award recipients.
- Filing of an appeal or protest.
- Any contact initiated by OTDA employees.

State Finance Law also requires that every procurement over \$50,000 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 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 Section 4 of the RFP for proposal requirements.

The Primary Point of Contact for this procurement is:

Eric Fish  
New York State Office of Temporary and Disability Assistance  
Bureau of Information Technology  
67 North Pearl Street  
Albany, New York 12243  
FAX (518) 402-3000

E-mail Address: [otda.sm.ops.bit.rfp@nysemail.state.ny.us](mailto:otda.sm.ops.bit.rfp@nysemail.state.ny.us)

**NOTE: All questions regarding this RFP must be submitted in the format provided in Appendix I – Template for Offeror Questions. All questions must be submitted via electronic mail to [otda.sm.ops.bit.rfp@nysemail.state.ny.us](mailto:otda.sm.ops.bit.rfp@nysemail.state.ny.us). Phone inquiries will not be accepted.**

The Secondary Point of Contact for this procurement is:

Jim Herrick  
New York State Office of Temporary and Disability Assistance  
Bureau of Contract Management  
40 North Pearl Street  
13th Floor, Section A  
Albany, NY 12243

E-mail Address: [jim.herrick@otda.state.ny.us](mailto:jim.herrick@otda.state.ny.us)

### **3.4.1 Questions Regarding this Procurement**

From the date of issuance of this RFP until a final determination is made regarding the selection of a Contractor, all RFP related contacts with OTDA personnel, except as otherwise specified in this RFP must be made **via e-mail** to

Eric Fish, who is the OTDA's designated single point of contact for this procurement.

Questions concerning this RFP **must** be received by OTDA in accordance with the timetable in Section 3.5 of this RFP. All questions must be submitted via electronic mail to Eric Fish at [otda.sm.ops.bit.rfp@nysemail.state.ny.us](mailto:otda.sm.ops.bit.rfp@nysemail.state.ny.us). Each question should, to the degree possible, cite the specific RFP section and paragraph number to which it refers (See Appendix I). The OTDA will distribute its official answers to the questions by the date indicated in Section 3.5 to all prospective Offerors having filed a Letter of Intent.

The terms and conditions contained in Appendix A – Standard Contract Terms and Conditions attached herein and the requirements and specifications outlined in this RFP provide the terms and conditions for such contract. Offerors are strongly encouraged to conduct a thorough review of the Standard Contract Terms and Conditions and the requirements and specifications set forth in this RFP. Offerors **MUST** raise any potential exceptions to the terms and conditions, specifications, and requirements during the Questions and Answer phase of the procurement. Offerors submitting proposals that contain material changes to the terms and conditions, specifications, and/or requirements set forth throughout this RFP may be disqualified. Please see Section 4.4.2 for further discussion regarding exceptions to specifications, terms and conditions and requirements.

### 3.5 Procurement Timetable

Release of RFP	January 10, 2012
Letters of Intent	February 6, 2012
Closing Date for Submission of Written Questions	February 6, 2012
Official Answers to Written Questions Posted	February 20, 2012
<b>Closing Date for Receipt of Proposals</b>	<b>Noon – March 19, 2012</b>
Proposal Evaluation**	
<ul style="list-style-type: none"> <li>• Oral Presentations/Interviews</li> </ul>	April 16 – May 4, 2012
<ul style="list-style-type: none"> <li>• Pre-Award Benchmark Requirement (Select vendor(s) based on criteria defined in Section 5.4)</li> </ul>	May 21 – June 11, 2012
<b>Contract Award Announcement**</b>	<b>October 1, 2012</b>
Estimated Control Agency Approvals**	January 27, 2013
Contract Start Date**	January 28, 2013
Satisfactorily Complete Acceptance Test**	March 15, 2013
<b>Production Transition to New Vendor**</b>	<b>April 8, 2013</b>

\*\*NOTE: These dates are target dates and are subject to change at OTDA's sole discretion.

Please note that OTDA has elected not to conduct a Pre-Bid Conference.

### 3.6 Letters of Intent

Any Offeror intending to submit proposals in response to this RFP may submit a letter of intent. If a letter is submitted, it must be submitted to Eric Fish, as identified in Section 3.4.1, Questions Regarding This Procurement herein. The letter of intent must reference the title of this RFP and must be submitted in accordance with the timetable in Section 3.5, Procurement Timetable. The letter of intent should provide the current mailing address, email address, and telephone number(s) for the person who will be the Offeror's designated point of contact throughout the duration of this RFP. Offerors must notify Eric Fish of any and all changes relative to the point of contact provided in the letter of intent. OTDA is not responsible for any miscommunications that occur throughout this RFP as a result of Offeror's failure to provide notification of changes in the point of contact information.

Subsequent to the date for submission of letters of intent as specified in Section 3.5, prospective Offerors who do not submit letters of intent will not be considered "Offerors" as that term is used herein and will not be advised of subsequent changes in the scope of this RFP. However, submitting a letter of intent is not required in order for a prospective Offeror to submit a proposal. A prospective Offeror which elects not to submit a proposal but wishes to be kept advised of subsequent developments in this procurement (including changes to the RFP) can make arrangements in such regard by submission of a written request to Eric Fish.

Notification of amendments to the RFP and official responses to vendor questions will be posted on the OTDA website at:

[http://www.otda.state.ny.us/main/cgo/procurement\\_bid.htm](http://www.otda.state.ny.us/main/cgo/procurement_bid.htm).

### **3.7 Proposals**

#### **3.7.1 Proposal Signature(s)**

Proposals must be signed by an official authorized to bind the Offeror to its provisions.

#### **3.7.2 Proposal Delivery**

A proposal must consist of the following separate documents:

- Administrative Section
- Technical Section
- Financial Section

The Administrative, Technical, and Financial Sections must each be bound separately and must be received no later than Noon on February 27, 2012. Proposals received after the cutoff time will be accepted at the sole discretion of OTDA. Faxed or emailed proposals will not be accepted. As contacts, Offerors may use 518-473-5486, the phone number for James Herrick, when using a delivery service. An alternate phone number is 518-486-6352.

Proposals submitted must include the following information clearly displayed on the exterior of the packaging:

- Offeror's name and address
- Common Benefit Identification Card (CBIC) RFP
- Proposal Due Date

Sealed packages including one original, seven (7) hard copies, and two (2) electronic copies of the Proposal on CD ROM in Microsoft Word/Excel/Project or adobe PDF format (PDF) must be mailed or delivered to the address below. The Administrative, Technical and Financial sections of the proposal should each be submitted on a separate CD.

NYS OTDA  
Bureau of Contract Management  
40 North Pearl Street  
13th Floor, Section A  
Albany, NY 12243  
ATTN: James Herrick

All proposals and accompanying documentation become the property of OTDA and ordinarily will not be returned.

### **3.8 Offeror Presentations**

Oral presentations will be required as outlined in Section 5.2.2 of this RFP. OTDA reserves the right to adjust technical scoring based on additional information it may receive during the presentation.

### **3.9 Benchmarks**

OTDA may require Offerors to participate in the benchmarking of the card issuance process described in the Offeror's proposal. Benchmarking requirements are described in Section 5.4 of this RFP.

### **3.10 OTDA Rights**

#### **3.10.1 OTDA Rights Declaration**

The OTDA reserves the right to:

- Reject any or all proposals received in response to this RFP.
- Amend, withdraw or reissue a modified version of this RFP.  
NOTE: Any such modification issued on or before the due date for proposals shall go to all entities that have requested a copy of this RFP and/or submitted a letter of intent; after that date (or an amended date, as the case may be), notification will be only to Offerors who have submitted proposals or letters of intent. The OTDA's right to issue modifications of this RFP permits any addition or deletion of requirements as the OTDA may deem appropriate.

- Utilize any and all ideas submitted in the proposals received, unless legal patent or proprietary rights cover those ideas. Selection or rejection of any proposal does not affect this right.
- Disqualify any Offeror whose conduct or proposal fails to conform to the requirements of this RFP.
- Direct any Offeror or number of Offerors to submit proposal modifications addressing subsequent RFP amendments.
- Accept all or part of a selected Offeror's proposal.
- Eliminate any requirement(s) unmet by all Offerors upon notice to all parties submitting proposals.
- Make typographical corrections to proposals, with the concurrence of the Offeror.
- Correct computational errors with the written concurrence of the Offeror.
- Waive procedural technicalities in proposals received, upon notification to the Offeror involved.
- Change any of the scheduled dates, including start dates, stated herein upon notice to the Offerors.
- Request Offerors to clarify their proposal and/or submit additional information pertaining to their proposal.
- Re-solicit offers from the vendor community by republishing and re-advertising this RFP at any point in time.
- The OTDA shall have unlimited rights to disclose or duplicate, for any purpose whatsoever, all information or other work product developed, derived, documented or furnished by the Offeror under any Agreement resulting from this RFP.

### **3.10.2 Right to Ownership**

In the event of a contract award, the OTDA will retain right of ownership to all products, at all stages of development, under the resultant contract including documentation, scripts, application software, procedures, training materials and data pursuant to Article VIII, Rights of the State, of Appendix A – Contract Terms and Conditions of this RFP. The OTDA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use any software, modifications and documentation associated with this project also in accordance with Article VIII, Rights of the State of Appendix A – Contract Terms and Conditions of this RFP. Certain

agencies of the Federal government may provide funding to support the activities of the OTDA. Those agencies will retain a right of ownership to those same products per 45 CFR Part 74, 45 CFR 95.617, 7 CFR Part 277 and 7 CFR Part 3016.

OTDA will not acquire ownership of Existing Materials; Article 8.B.3 of Appendix A – Contract Terms and Conditions requires the Contractor to grant an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Materials to Authorized Users.

### **3.11 Incurred Costs**

Neither the State of New York nor OTDA is liable for any costs incurred by Offerors in the preparation, production, and submission of Offeror's proposal. Neither the State of New York nor OTDA is liable for any costs incurred by Offerors for the preparation or execution of any activities including; but not limited to, any benchmark demonstration, simulation, or laboratory session occurring prior to an approval of an executed contract by the Comptroller of the State of New York.

### **3.12 Content of Proposals**

To be considered responsive, an Offeror must submit complete proposals that satisfy all the requirements stated in this RFP. Proposals not conforming to the outline, content, and sequence requirements specified in Section 4 of this RFP may be rejected.

### **3.13 Period of Validity**

The Offeror's Proposal must include a statement as to the period during which the provisions of the proposal will remain valid. A minimum of 270 calendar days is required from the Closing Date for Receipt of Proposals as specified in Section 3.5 of this RFP.

### **3.14 Public Information Requirements**

All the proposals upon submission will become the property of the OTDA. The OTDA will have the right to disclose all or any part of a proposal to public inspection based on its determination that disclosure of all or any part of the proposal will serve the public interest. Prospective Offerors are further advised that, except for trade secrets, other proprietary information and certain personnel information (which the OTDA has reserved the right to disclose), all parts of proposals must ultimately be disclosed to those members of the general public making inquiry under the New York State Freedom of Information Law (Public Officers Law, Article 6) although proposal contents cannot ordinarily be disclosed by the OTDA prior to bid award. Should an Offeror wish to request exception from public access to information contained in its proposal, the Offeror must specifically identify the information and explain in detail why public access to the information would be harmful to the Offeror. Use of generic trade secret legends encompassing substantial portions of the proposal or simple assertions of trade secret interest without substantive explanation of the basis therefore will be regarded as non-responsive requests for exception from public access and will not be considered by the OTDA in the event a Freedom of Information request for proposal information is received.

### **3.15 Notification of Award**

After selection of the successful Offeror, all Offerors will be notified of the acceptance or rejection of their proposals. News releases relating to this RFP or resulting contract shall not be made by any Offeror or its agent without prior approval of OTDA.

### **3.16 Prime Contractor Responsibilities**

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. Should the selected Offeror seek external financing, the State reserves the right to approve the assignment of the contract for financing purposes. In any event, OTDA will contract only with an Offeror, not the Offeror's financing institution or subcontractors. OTDA shall consider the selected Offeror to be the sole contractor with regard to all provisions of the contract resulting from this RFP.

Prior written approval by OTDA shall be required for all subcontracts entered into by any Offeror selected under this RFP. Copies of subcontracts must be supplied to OTDA prior to their approval. Any subcontract related to performance of the contract resulting from this RFP shall be subject to the provisions of law set forth in Sections 220, 220-d, and 220-e of the Labor Law of the State of New York, Articles 15 of the Executive Law of the State of New York, and to the provisions set forth in Appendix A - Article 5 of this RFP.

### **3.17 Contract**

The OTDA will enter into a contract with the Offeror selected as a result of this RFP. Appendix A of this RFP provides the terms and conditions of the Standard State contract.

### **3.18 Federal Requirements**

All contracts awarded by a recipient, including small purchases, shall contain the following provisions as applicable where the cost of the contract is treated as a direct cost of an award:

1. *Equal Employment Opportunity* — All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. *Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)* — All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations,

29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.” The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

3. *Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)* — When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act, 40 U.S.C. 276a to a-7, and as supplemented by Department of Labor regulations, 29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction.” Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the HHS awarding agency.
4. *Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)* — Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction contracts and for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by Department of Labor regulations, 29 CFR part 5. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
5. *Rights to Inventions Made Under a Contract or Agreement* — Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any further implementing regulations issued by HHS.
6. *Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)* — Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.

7. *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)* — Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. (See also 45 CFR part 93)
8. *Debarment and Suspension (E.O.s 12549 and 12689)* — Certain contracts shall not be made to parties listed on the nonprocurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." (See 45 CFR part 76.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than E.O. 12549. Contractors with awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award.

### **3.19 Multi-Agency and Local Human Services District/County Use**

Any contract entered into pursuant to an award resulting from this RFP shall contain a provision that grants the option to extend the terms and conditions of such contract to any other State agency in New York State as well as the local social service districts in New York State providing human services such as income maintenance, job training, employment, social services, or health-related services. See Appendix A-1 - Standard Clauses for New York State Contracts in Appendix A – Contract Terms and Conditions of this RFP.

### **3.20 Contacts with Employees**

Prospective Offerors may not approach OTDA personnel with offers of employment during the procurement period. Any Offeror who is aware of an OTDA employee who is considering employment with the Offeror must advise Eric Fish via e-mail forthwith.

### **3.21 Public Officers Law**

All Offerors and their employees must be aware of and comply with the requirements of the New York State Public Officers Law, and all other appropriate provisions of New York State Law and all resultant codes, rules and regulations from State laws establishing the standards for business and professional activities of State employees and governing the conduct of employees of firms, associations and corporations in business with the State. In signing the proposal, each Offeror guarantees knowledge and full compliance with those provisions for any dealings, transactions, sales, contracts,

services, offers and relationships involving the State and/or State employees. Failure to comply with those provisions may result in disqualification from the bidding process and in civil or criminal proceedings as authorized by law.

### **3.22 Omnibus Procurement Act**

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:

Empire State Development Corporation  
Division for Small Business  
30 N. Pearl Street  
Albany, New York 12245

Phone: (518) 1(800) 782-8369 Fax: (518) 292-5854  
[http://www.empire.state.ny.us/business\\_contracts.html](http://www.empire.state.ny.us/business_contracts.html)

Bidders are hereby notified that if their principal place of business is located in a state that penalizes New York State vendors, and if goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments (Chapter 684, Laws of 1994) require that they be denied placement on bidders mailing lists and contracts for which they would otherwise obtain.

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

Empire State Development Corporation  
Minority and Women's Business Development Division  
30 N. Pearl Street  
Albany, New York 12245

Phone: (518) 1(800) 782-8369 Fax: (518) 292-5803  
[http://www.empire.state.ny.us/business\\_minority](http://www.empire.state.ny.us/business_minority)

The Omnibus Procurement Act of 1992 requires that by signing a bid proposal, Contractors certify that whenever the total bid amount is greater than one (1) million dollars:

1. The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State.
2. The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended.

3. 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.

### **3.23 Office for Technology Review**

Prior to award selection, this RFP and all responses thereto may be subject to review by the New York State Office for Technology – (NYS-OFT). Offeror will cooperate with any and all requests from OFT for documentation and presentations relating to this RFP.

### **3.24 Procedure for Handling of Protests/Appeals of Bid Specifications and Proposed Awards**

#### **3.24.1 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 a bid solicitation, proposal evaluation, bid award, or contract award phases of the procurement, may present a formal complaint to the OTDA and request administrative relief concerning such action ("formal protest").

A formal protest must be submitted in writing to the OTDA, by ground mail, except where alternate arrangements have been made, to Mr. James Herrick, Director of the OTDA Bureau of Contract Management (BCM), 40 North Pearl Street, 13th Floor, 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; a description of all remedies or relief requested; and copies of all applicable supporting documentation.

#### **3.24.2 Deadline for Submission of Formal Protests**

OTDA must receive formal protests concerning errors, omissions or prejudice including patently obvious errors in the bid specifications or documents at least ten (10) calendar days before the date set in the solicitation for receipt of bids.

OTDA must receive formal protests concerning a pending contract award within seven (7) calendar days after the protesting party ("protester") knows or should have known of the facts which form the basis of the protest.

#### **3.24.3 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 the OTDA may initiate a meeting on its own motion, at which time the participants may present their concerns. Either the protester or the OTDA may elect to decline such a meeting.

Where further formal resolution is required, the Director of BCM shall designate an OTDA employee, usually one not involved in the procurement action ("designee"), to determine and undertake the initial resolution or settlement of any protest.

The designee will conduct a review of the records involved in the protest, and provide a memorandum to the Director of BCM summarizing the facts as determined by the designee, an analysis of the substance of the protest, and a preliminary recommendation. The Director of BCM shall: (a) evaluate the procurement team's findings and recommendations, (b) review the materials presented by the protesting party and/or any materials required of or submitted by other Offerors, (c) if necessary, consult with agency Counsel, and (d) prepare a response to the protest.

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 Office of the State Comptroller (OSC) shall be sent to the protester or its agent within forty-five (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 OSC upon issue.

#### **3.24.4 Appeals**

Upon receipt of OTDA's determination of a protest, a protester has ten business days to file an appeal of the determination with the OSC Bureau of Contracts. The appeal must be filed with Dan Ryan at the below address: New York State Office of the State Comptroller, Bureau of Contracts, 110 State Street, 11<sup>th</sup> 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 and any other party that participated in the protest. In its appeal, the interested party shall set forth the basis on which it challenges the contracting agency's determination. The OSC Bureau of Contracts will conduct its determination of the appeal in accordance with its established policy.

#### **3.24.5 Reservation of Rights and Responsibilities of the OTDA**

The 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 the 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. The 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.

#### **3.24.6 Procurement Activity Prior to Final Protest Activity**

Receipt of a formal bid protest shall not stay action on a procurement unless otherwise determined by the OTDA. If a formal protest or appeal is received by the OTDA on a recommended award prior to the underlying contract being

forwarded to the Office of the State Comptroller (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 SFL § 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.

#### **3.24.7 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.

### **3.25 Information Security Breach and Notification Act**

The New York State "Information Security Breach and Notification Act" also known as the "Internet Security and Privacy Act" took effect December 9, 2005. The Legislature and Governor have enacted the Law in response to past and continuing identity theft and security breaches affecting thousands of people. The Law requires any person or business that conducts business in New York State and that owns or licenses computerized data that includes private information (including but not necessarily limited to social security numbers, credit and debit card numbers, drivers license numbers, etc.) must disclose any breach of that private information to all individuals affected or potentially affected in an expeditious manner. Contractor shall comply with the provisions of the New York State Information Breach and Notification Act. Contractor shall be liable for the costs associated with such breach if caused by the Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Contractor's agents, officers, employees or subcontractors. You may view a copy of the Law at <http://public.leginfo.state.ny.us/menugetf.cgi?COMMONQUERY=LAWS> by searching for "INTERNET SECURITY AND PRIVACY." The law is found at Article 2 of the State Technology Law and at Article 39-F of the General Business Law. You may also find it at Chapter 442 of the Laws of 2005.

### **3.26 New York State Sales and Compensating Use Taxes**

Tax Law Section 5-a, which was added to the Tax Law under Part N of Chapter 60 of the Laws of 2004, imposes upon certain contractors the obligation to certify whether or not the contractor and its affiliates are required to register to collect state sales and compensating use tax. Where required to register, the contractor must also certify that it is, in fact, registered with the New York State Department of Taxation and Finance (DTF). The law prohibits the New York State Comptroller, or other approving agency, from approving a contract awarded to an Offeror meeting the registration requirements but who is not so registered in accordance with the law. Pursuant to Tax Law Section 5-a, winning contractors resulting from this RFP must complete, sign, and file a properly

completed Form ST-220-CA (with OTDA) and Form ST-220-TD (with the New York State Department of Taxation and Finance). Contractors must also submit a copy of the Certificate of Authority, if available, for itself and any affiliates required to register to collect state sales and compensating use tax. If Certificates of Authority are unavailable, the contractor, affiliate, subcontractor or affiliate of subcontractor must represent that it is registered and that it has confirmed such status with DTF.

### **3.27 Vendor Responsibility**

Section 163 of the State Finance Law requires that contracts be awarded on the basis of lowest price or best value to a responsive and responsible Offeror. The State and courts have determined that responsibility includes integrity, previous performance, legal authority to do business in New York State, and financial and organizational ability to perform the contract.

As part of the procurement process, Offerors, affiliates and any business entity of which the Offeror is a subsidiary and subcontractors (where the subcontractor is known at the time of the contract award, its qualifications are a material factor in the award, and its subcontract will equal or exceed \$100,000 over the life of the contract) are required to complete the Contractor/Subcontractor Background Questionnaire and submit it with its proposal. OTDA shall conduct reviews of each vendor for responsibility and responsiveness. OTDA may, at OTDA's sole discretion, request additional information, including meeting with the Offeror.

If the Offeror is determined by OTDA to be not responsible, OTDA shall inform the Offeror of such ruling. The Offeror shall have 30 days to request a meeting with OTDA to explain the ruling and to demonstrate the finding to be incorrect or to correct/resolve any issues impacting the Offeror's responsibility. If OTDA's findings remain unchanged after meeting with the Offeror, the Offeror shall be removed from consideration for this contract.

The Offeror that is awarded this contract shall update the Contractor/Subcontractor Background Questionnaire whenever such information changes and prior to any contract extensions and/or amendments. In the case of an assignment, a Contractor/Subcontractor Background Questionnaire should be submitted for the Contractor and Subcontractors. If the Offeror is determined on the basis of new or previously undisclosed information, to be not responsible, the contract may be terminated, at OTDA's sole discretion.

### **3.28 Debriefing Procedures**

Upon OTDA's receipt of a written request within 30 calendar days of the award of this RFP, OTDA shall provide a debriefing to any unsuccessful Offeror that responded to this RFP regarding the reasons that the proposal or bid submitted by the unsuccessful Offeror was not selected for an award.

### **3.29 Minority and Women-Owned Business Enterprise (M/WBE) and Equal Employment Opportunity (EEO) Participation**

New York State Executive Law §§ 310–318, (Article 15-A: Participation By Minority Group Members and Women With Respect To State Contracts -- hereinafter "the

Statute”), was enacted to promote equality of employment and economic opportunities for minority group members and women in State contracting activities. The New York State Office of Temporary and Disability Assistance (OTDA) fully supports the efforts of the State of New York to promote Equal Employment Opportunity (EEO) for all persons, and to promote equality of economic opportunity for minority group members and women who own business enterprises.

OTDA has developed compliance requirements, forms and procedures to ensure that (i) all contractors as defined under § 310 (3) (to include those who submit bids/proposals in an effort to be selected for contract award as well as those successful bidders/proposers with whom OTDA enters into State Contracts, as defined in § 310 (13) [hereinafter “Contractors”], as well as proposed or actual “Subcontractors”, as defined in § 310 (14) shall comply with requirements to ensure Equal Employment Opportunities for Minority Group Members and Women, and, (ii) there are meaningful participation opportunities for certified minority or women-owned business enterprises (M/WBEs) 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 promulgated by the New York State Division of Minority and Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-144). Please refer to Appendix Z, attached and incorporated by reference herein, for the specific EEO/MWBE requirements and associated forms required by this procurement. These forms are to be submitted without change to goals specified in the RFP or contract, unless otherwise authorized by OTDA. Copies of the required OTDA Forms are identified in this Appendix and available on OTDA’s Internet site at <http://otda.ny.gov/contracts/mwbe/forms.asp>.

It is important to note that in addition to direct sub-contracting on State contracts, contractors can also utilize a number of other vendors in support of their overall operations. Using NYS Certified MWBEs (link to Directory of NYS Certified MWBEs, <http://www.nylovesmwbe.ny.gov>) as providers of these second tier services can be counted in satisfaction of the goals. The following are examples of indirect services that you may want to consider for compliance with MWBE subcontracting participation requirements: Accounting Services, Advertising, Building Maintenance, Car Rental, Cleaning Supplies, Copying, Electrical Services, Furniture, Heating and Cooling, Janitorial Services, Office Supplies, Pest Control, Printing Services, Publishing, Rubbish Removal, Security, Shredding Services, Tax Preparation, Technical Writing, Training, Travel Services, etc.

## **Section 4 Proposal Requirements**

To be eligible for contract award, Offerors are required to submit a complete response to this Request for Proposal in conformance with the format and content requirements set forth in this section.

### **4.1 Technical Response Section**

Each Offeror's Technical Response Section must include separate responses to the following requirements. Such responses shall be placed in the Offeror's Proposal in the same order as shown below and each page will be consecutively numbered from the beginning through appended materials and will be identified by index tabs and a Table of Contents in separate sections of the Proposal. Section numbers in the proposals must be identical to the section numbers in the RFP.

#### **4.1.1 Executive Summary**

An Executive Summary must be submitted which describes the Offeror's understanding of the requirements of this RFP, the Offeror's approach for meeting the requirements and how the Offeror can assist the OTDA in accomplishing the purpose of this RFP. In addition, the Executive Summary must describe the range of services generally provided by the Offeror, and include a statement that the individual signing the signature pages is authorized to bind the company.

#### **4.1.2 Narrative Sections**

A narrative 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 Section 2 of this RFP for each of the following components:

##### **4.1.2.1 Statement of Offeror Ability**

State the ability of your firm to provide sufficient staff to meet the OTDA's production and operational requirements. Identify all proposed subcontractors. Explain whether qualified staff will be provided by using existing on-staff resources, through direct recruitment, through subcontractors or a combination thereof. Provide, in detail, the Project Manager and staffing projections as described in Appendix C.

Provide Appendix E - Key Personnel Experience and Reference Forms and resume for the Offeror's Proposed Project Manager assigned to the project, including those hired through a subcontractor. The Appendix E must list three (3) references for this position. The Offeror is responsible for ensuring that all physical addresses, telephone numbers, and email addresses provided in Appendix E reference contacts are current and that the reference contacts are available and willing to provide prompt response to OTDA inquiries. OTDA will contact the references by email.

References will not be acceptable if they are employees of the Offeror or any proposed subcontractor.

It is the responsibility of the Offeror to provide proof of experience and capability for each of the key personnel proposed by the Offeror.

Appendix E - Key Personnel Experience and Reference Form and resumes must be submitted for any additional key personnel being submitted with the proposal, and so designated on the Appendix C – Project Team Resource Chart. Appendix F, Letter of Intent to Accept Employment – Key Staff must be submitted for each proposed Key Personnel who are not currently employed by the Offeror or its proposed agent.

#### **4.1.2.2 Offeror Experience and Qualifications**

OTDA strongly encourages proposals from companies with experience in procurements of this type. Proposals from firms without appropriate experience and financial resources will be rejected. A qualified Offeror must be a single, totally responsible prime contractor. The exact roles of any proposed subcontractors or vendors in relation to the work outlined in this RFP must be specified within the Offeror's proposal. All proposed roles and responsibilities of the prime contractor and subcontractors must remain constant for the life of the contract.

The Prime Contractor or its sub-contractor, **whichever entity is directly performing the card production and personalization**, must have a minimum of four (4) full years of experience in the production of cards used for financial transactions. (i.e. Debit, Creditor EBT) producing at least 500,000 cards per year for each of the four years. These financial cards produced are further defined as having magnetic stripes conforming to ISO standards, as defined in Exhibit 17- ISO Card Standards and are used to access the financial network used in the Debit, Credit and EBT industries. Offerors must provide documentation of all previous experience that the firm has in delivering the services as required by this RFP. The four years of experience cannot equal the summation of the prime and proposed subcontractor(s).

Over the counter experience in card personalization and delivery is desired but not required.

#### **4.1.2.3 Offeror References**

Appendix D of this RFP must be completed for the prime contractor for three (3) organizations for which your firm is supplying or has supplied services similar to those presented in this RFP, card production and distribution services. At least one of the references must be within the past three (3) years. Provide each organization name and address, and the name, email address, and telephone number of the individual who is

or was the point of contact in each organization. Offerors must include additional narrative to fully describe the details of the scope of services provided to each referenced customer/organization. The Offeror is responsible for ensuring that all physical addresses, telephone numbers, and email addresses provided in Appendix D for reference contacts are current and that the reference contacts are available and willing to provide prompt response to OTDA inquiries. OTDA will contact the references by email.

If the production and personalization of cards will be performed by a subcontractor, three (3) references must be submitted for the subcontractor in addition to the prime contractor references.

OTDA reserves the right to ask for additional references for the prime contractor and any subcontractors.

If an Offeror is requesting OTDA to be a reference in Appendix D, forward any such requests in writing to Eric Fish, who is the Primary Contact for this procurement. Mr. Fish will be the conduit between the vendor and the individuals in OTDA and will forward such requests to the appropriate party. The appropriate party will respond back to the vendor through Mr. Fish (e-mail address: [otda.sm.ops.bit.rfp@nysemail.state.ny.us](mailto:otda.sm.ops.bit.rfp@nysemail.state.ny.us)).

#### **4.1.2.4 Supporting Documentation**

All technical publications cited in the Offeror's responses to needs expressed in any section of this RFP must be included in this section, with each publication identified by index tabs and table of contents entry.

#### **4.1.2.5 Offeror Suggested Revisions**

The OTDA reserves the right to reject any revision proposed by an Offeror that the OTDA deems impractical in the New York State environment or not in the best interest of the State.

Offeror suggested revisions must be submitted as complete and separate proposals that describe a technical solution and provide applicable pricing, and additional non-financial information regarding how the alternative will benefit OTDA.

## 4.2 Detailed Response to OTDA Technical Specifications

### 4.2.1 Format

**Provide detailed written responses to each numbered item in Section 2 of this RFP.** Each response will clearly indicate the section number and page number of the RFP that the Offeror's proposal addresses. Each response will be numbered identically to the corresponding requirement of the RFP. Each response must be preceded by a statement as to the willingness or unwillingness to provide the specific service(s)/function(s) requested. If Offerors are unable or unwilling to provide a specific service(s)/function(s), they must clearly state so in their response even if proposing an alternate means of achieving a service(s)/function(s).

### 4.2.2 Deliverables

Provide a detailed 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 be provided in Microsoft Project format and must, at a minimum, include the following listed items along with all other tasks the Offeror deems appropriate. Associated deliverables are noted in italics. Numbers in parenthesis refer to the corresponding item in Exhibit 11 of this RFP. Specific dates associated with that work plan must be provided to the OTDA within 30 calendar days of the NY Office of the State Comptroller's (OSC) approval of the signed contract. Due dates and required timeframes for all deliverables are indicated in Exhibit 11.

#### Work Plan

##### Systems design and development

- General Design Documents (#4)
- Detailed Design Documents – draft (#7)
- Detailed Design Documents – final (#12)

##### Hardware Acquisition and Installation

- Detailed Equipment List (#9)
- Maintenance Contracts (#22)
- Proof of Delivery (#22)

##### Testing

- Test Plans (#8)
- Test Scripts (#8)
- Test Reports (#15)
- Availability of User Test System (#14)
- Final Test Results (#15 and #26)

##### Procedures, Manuals, and Documents

- Operations Procedures Manual(s) (#20)
- Inventory Control Procedures (#11 and #20)
- Issue Escalation Flow Chart and Contact Data (#24)

- Quality Assurance and Control Manual (#23)
- Change and Release Management Manual (#23)

#### Database Conversion

- Agreements with Current CBIC Contractor as Necessary (#7)
- Conversion Plan (#7)
- Data Base Conversion Reports (#21)

#### Mailed card production primary and back-up sites readiness

- Written Certification from Contractor that the Primary, Back-up Site, and OTC Sites are Ready to Begin Card Production (#25)
- Back-up and Recovery Plans for Mailed Card Production and for Data Flow to OTC Sites (#16)

The Offeror is responsible for ensuring that the level of detail in the 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 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. Dates for State receipt of each deliverable must be provided to the OTDA within 30 calendar days of the NY Office of the State Comptroller's (OSC) approval of the signed contract. Failure to meet scheduled delivery dates of each deliverable may subject the Contractor to damages.

#### **Staffing/Training Plan**

- Identification of Individuals to be Assigned/Hired (#17)
- Resumes of Staff to be Assigned/Hired (#18)
- Organizational Chart (#17)
- Training Plans (#19)
- Training Manual(s) (#19)

#### **Identification of all subcontractors**

- Copies of Subcontracts (#3)

#### **Acquisition of consumables**

- Detailed Listing of Consumables (#13)
- Proof of Purchase (#13)

### **4.3 Financial Response Section**

The information requested will be held in confidence and will not be revealed to or discussed with competitors, except as required by Federal and State law.

#### **4.3.1 Signature Page**

The Financial Section must contain a letter signed by an official who is authorized to bind the Offeror to the proposal's provisions.

#### **4.3.2 Cost Charts**

OTDA has attached a complete set of Cost Charts in Appendix G of this RFP. Offerors must use these charts in compiling their Financial Proposals. Some deviations may be necessary due to the uniqueness of each Offeror's solution; however, to gain proposal uniformity to assist OTDA in its evaluation, Offerors must conform as closely as possible to chart outlines and instructions. Any deviations must be clearly explained.

The charts must be submitted in the same order as found in Appendix G of this RFP. All costs associated with requirements of this RFP with the sole exception of card postage and vault card delivery which are treated as pass through or reimbursable costs must be captured on the Appendix G Cost Charts. The price or price reduction of any Offeror's suggested revisions may be formatted at the discretion of the bidder as Appendix G.9.

#### **4.3.3 Dun and Bradstreet Comprehensive Report**

The Financial Section must contain the bidding entity's most recent Dun and Bradstreet **Comprehensive Report**.

### **4.4 Administrative Response Section**

#### **4.4.1 Statement of Contractual Willingness**

Provide a statement as to the willingness of your firm to enter into a contractual agreement containing, at a minimum, the State's current Standard Appendix A – Contract Terms and Conditions which have been provided as an attachment. Any exceptions to said terms and conditions must be explicitly stated in a separate section of the Offeror's proposal.

Offeror must also provide a statement agreeing to comply fully with all OTDA security procedures. Offeror agrees that its officers, agents, employees and subcontractors may be required to consent to undergo background security clearances, to include fingerprinting and background checks, as determined by OTDA, prior to being authorized to work pursuant to the terms of this Agreement. If deemed necessary at the sole discretion of the State, OTDA shall arrange for the scheduling of fingerprinting and shall pay any processing fees, such as those prescribed by the New York State Division of Criminal Justice Services. Any fees otherwise related to conducting background checks will be paid by the Offeror.

#### **4.4.2 Exceptions**

Appendix A of this RFP provides the terms and conditions that will form the basis of the agreement to be executed by the Office of Temporary and Disability Assistance and the selected Offeror.

The Offeror must provide a written statement as to the willingness of the firm to enter into a contractual agreement containing the terms and conditions contained in Appendix A and the specifications and requirements set forth throughout this RFP.

Offerors are strongly encouraged to carefully review the OTDA Standard Contract terms and conditions found in Appendix A and to carefully review the specifications and requirements set forth throughout this RFP. Offerors MUST raise any potential assumptions, exceptions, caveats, etc. to the contract terms and conditions and/or to the RFP specifications, and requirements during the Question and Answer phase of the procurement.

The OTDA will not negotiate material changes to the terms, conditions, specifications, and requirements of this RFP and any subsequent amendments to this RFP.

Proposals that contain material changes to the terms and conditions, specifications, and requirement set forth throughout this RFP may be disqualified.

Offerors must provide a comprehensive listing of the Offerors' exceptions to the terms and conditions and/or to the specifications and requirements set forth in this RFP. Any exceptions, caveats, expectations or additional information to terms and conditions, and/or the specifications and requirements expressed in this RFP must be listed, clearly explained, and cross-referenced to the response to which it applied. Exceptions to this RFP may only be made to the extent they are minor and do not materially alter the Terms and Conditions, specification and requirements stated herein, and will be subject to acceptance by the State or Offeror withdrawal prior to contract award. The State reserves the right, in its sole discretion, to determine the materiality of the Offeror's stated exceptions. Offerors must raise issues and/or concerns relating to this procurement during the question and answer phase rather than taking exceptions within their proposals. Proposals that contain material changes to the terms and conditions, specifications, and requirement set forth throughout this RFP may be disqualified.

#### **4.4.3 Proposal Time Requirements**

Include a statement as to the period during which the provisions of the proposal will remain valid. A minimum of 270 days is required from the closing date for receipt of proposals as specified in Section 3.5 of this RFP.

#### **4.4.4 Debarment**

Offerors must provide a statement informing the OTDA if they have or have not been suspended or debarred from entering into federally funded contracts pursuant to U.S. Executive Order 12549 and/or 41 CFR Part 105-68, or if there is any information known to the Offeror or its agents that there has been any activity or investigation that could result in its suspension or debarment.

#### **4.4.5 Litigation**

The Offeror must briefly describe any prior or current litigation and/or formal administrative protests or actions such as notices of default, unsatisfactory performance involving State or Federal government and private companies related to the quality or performance of services similar to those required under this RFP for any local, county, State or Federal government agency, public or private association, or private organization.

**4.4.6 Statement of Competing Commitments**

Each Offeror must list any competing commitments they have entered into for which the personnel identified either as Project Personnel (Appendix C of this RFP) or in Section 2.24 of this RFP will be working on the contract resulting from this RFP.

**4.4.7 Required Bid Forms for All Bidders**

The Offeror must complete the following forms, included as Appendix B.1 - Standard Response Forms:

Form 1	MacBride Fair Employment Principles
Form 2	Non-Collusive Bidding
Form 3	Offeror’s ID Form
Form 4	See RFP Appendix H – EEO Staffing Plan **Required for both the Contractor and all Subcontractors
Form 5	See Appendix H-1 – MWBE-EEO Policy Statement
Form 6	See RFP Appendix H-2 – Certification of Good Faith Efforts
Form 7	See RFP Appendix H-3 – MWBE Subcontractor Utilization Form
Form 8	See RFP Appendix H-4 – MWBE Subcontractor Request for Waiver
Form 9	Offeror’s Certification & Affirmation
Form 10	Offeror Disclosure of Prior Non-Responsibility Determinations

Form 6 (Appendix H-2) must be completed for the Offeror and for any subcontractors or vendors the Offeror plans to use. If applicable, Form 8 must be submitted in lieu of Form 7.

Offerors must submit a description of how the Offeror proposes to identify and utilize M/WBE’s with which it may subcontract or from which it may obtain supplies (and or equipment, commodities, etc.) for this offering as well as the dollar amount, if known, of any such subcontract or purchase.

**An Offeror’s failure to submit an EEO Staffing Plan (Appendix H, Form 4) of anticipated workforce and an MWBE EEO Policy Statement (Appendix H-1, Form 5) and may result in the rejection of the Offeror’s bid or proposal, unless the Offeror provides OTDA with a reasonable justification for such failure (e.g., the failure to submit a staffing plan where the Offeror has a work force of 10 or fewer employees), or makes a commitment to submit an EEO Policy Statement and an EEO Staffing Plan of anticipated workforce within the time frame specified in writing by OTDA. Proposals not meeting**

**these requirements will not be evaluated. Further, OTDA will review the substance of an Offeror's Staffing Plan and within (20) days from the receipt thereof issue a written notice of acceptance or deficiency. Bidders that do not meet the Appendix Z subcontracting goals as evidenced on Appendix H-3 are advised to submit an Appendix H-4 waiver request. Refer to Appendix Z for additional information.**

## **Vendor Responsibility**

As part of the procurement process, the Contractor and subcontractors (valued in excess of \$100,000 over the life of the contract) are required to complete the Vendor Responsibility Questionnaire. OTDA shall conduct reviews for responsibility and responsiveness. OTDA may, at its sole discretion, request additional information, including meeting with the Contractor. If the Contractor is determined by OTDA to be not responsible, the Office shall inform the Contractor of such ruling. Contractor shall have 30 days to request a meeting with OTDA to explain the ruling and to demonstrate the finding to be incorrect or to correct/resolve any issues impacting the Contractor's responsibility. Contractor shall update the Vendor Responsibility Questionnaire whenever such information changes and prior to any contract extensions and/or amendments. In the case of an assignment, a Vendor Responsibility Questionnaire should be completed for Contractor and its Subcontractors.

OTDA 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.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the OTDA or the Office of the State Comptroller's Help Desk for a copy of the paper form.

### **4.4.8 Required Forms for Winning Bidder**

Upon contract award, the following forms will be required prior to work commencing:

Appendix B.2	Form 11	Certification of Drug Free Workplace
Appendix B.2	Form 12	Contractor Non-Disclosure Form

All Contractor or Subcontractor staff performing under the Contract resulting from the RFP must commit to and sign a Non-Disclosure Form, attached herewith in Appendix B.2, "Required Contractor Forms". Such signed agreements must be

submitted to the OTDA Project Manager prior to staff commencing work on the project.

Appendix H-6	EEO Workforce Utilization and Compliance Report
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The work force utilization/compliance report is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the Contractor's or subcontractor's total work force, the Contractor or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the Contractor's or subcontractor's total work force, information on the Contractor's total work force shall be included in the Utilization Report. Utilization reports are to be completed each quarter and submitted to OTDA within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the Contractor can submit a written statement of no change or submit a copy of the previously submitted report with the date and reporting period updated.

Appendix B.2.1	ST-220-CA - Contractor Certification to Covered Agency
Appendix B.2.2	ST-220-TD - Contractor Certification

Tax Law Section 5-a, which was added to the Tax Law under Part N of Chapter 60 of the Laws of 2004, imposes upon certain contractors the obligation to certify whether or not the contractor and its affiliates are required to register to collect state sales and compensating use tax. Where required to register, the Contractor must also certify that it is, in fact, registered with the State Department of Taxation and Finance (DTF). The law prohibits the State Comptroller, or another approving agency, from approving a contract awarded to an Offeror meeting the registration requirements but who is not so registered in accordance with the law.

Pursuant to Tax Law Section 5-a, the Contractor must complete, sign, and file a properly completed Form ST-220-CA (with OTDA) and Form ST-220-TD (with the Tax Department). The Contractor must also submit a copy of the Certificate of Authority, if available, for itself and any affiliates required to register to collect state sales and compensating use tax. If Certificates of Authority are unavailable, the Contractor, affiliate, Subcontractor or affiliate of Subcontractor must represent that it is registered and that it has confirmed such status with DTF.

After contract start date, through the life of the contract including all extensions, the following forms are required:

Form 13	Contractor's Annual Employment Report (Form B)
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Chapter 10 of the Laws of 2006 amends State Finance Law §§ 8 and 163 [\[1\]](#) by requiring:

- That the Office of the State Comptroller (OSC) include in the Consulting Services Report it compiles annually on contracts issued by State agencies for consulting services during the previous fiscal year, certain additional information on employees providing services under such contracts;
- That contractors annually report certain employment information to the contracting agency, the Department of Civil Service (DCS) and OSC; and
- That OSC include such employment information in the Procurement Stewardship Act Report it compiles annually.

The first State Consultant Services Contractor's Annual Employment Report will be due May 15, 2013, and will include information for the period ending March 31, 2013. Thereafter, the State Consultant Services Contractor's Annual Employment Reports will be due no later than May 15th of each succeeding year. See attached Form B.

Appendix H-5 – MWBE Quarterly Compliance Report – Separately Attached
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Beginning ten days following the end of the first calendar quarter (March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup>) after contract start date, quarterly compliance reports are due on the tenth day of the first month of each following quarter, for the preceding quarter's activity.

Appendix H-6 – EEO Workforce Utilization and Compliance Report – Separately Attached
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The work force utilization/compliance report is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the Contractor's or subcontractor's total work force, the Contractor or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the Contractor's or subcontractor's total work force, information on the Contractor's total work force shall be included in the Utilization Report. Utilization reports are to be completed each quarter and submitted to OTDA within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the Contractor can submit a written statement of no change or submit a copy of the previously submitted report with the date and reporting period updated.

## **Section 5 Proposal Evaluation Criteria**

### **5.1 Summary**

All proposals received will be subject to an evaluation by OTDA staff.

OTDA intends to evaluate all proposals uniformly and consistently to ensure that all Offerors have an equal opportunity for selection.

OTDA will select the proposal that is most beneficial to the state, taking into consideration the Offeror's qualifications and the cost to implement the requirements of this RFP. The basis of the award will be "best value", meaning the selection will be based on the optimal combination of cost and technical scores.

### **5.2 Technical Proposal Evaluation Criteria**

The score for an Offeror's technical proposal will account for 55% of the overall score as defined in Section 5.5. The highest scoring technical proposal will receive a score of 55 points. Technical scores for other Offerors will be calculated as follows: (Other technical score /highest technical score) times 55 points.

The following general evaluation criteria will be used to evaluate each Offeror's technical proposal that has passed the administrative pass/fail screening:

#### **5.2.1 Technical Proposal Evaluation Methodology**

##### **5.2.1.1 Format and Content Evaluation**

Offeror's Technical Proposal will be examined to determine its compliance with the requirements of this RFP as specified in, but not limited to, those outlined in Section 4 of this RFP. Failure to meet any requirement specified in Section 4 may result in an Offeror's removal from further consideration.

##### **5.2.1.2 Technical Proposal Evaluation**

Proposals which satisfy the format and content criteria will be examined to determine if they satisfy the mandatory specifications found in Section 2 of this RFP. Failure to meet any specification found in Section 2 may result in an Offeror's removal from further consideration.

###### **5.2.1.2.1 Determination**

The determination to be made under Section 5.2.1.2 of this RFP will be made by subjecting each Offeror's responses to the following two tests:

###### **5.2.1.2.1.1 Existence**

The Offeror has supplied a response to the specifications of this RFP.

#### **5.2.1.2.1.2 Adequacy**

Offeror has responded to each numbered item in Section 2 of this RFP with specific details as to how they propose to provide or accomplish the requirement.

#### **5.2.1.3 Technical Scoring Criteria**

All proposals deemed responsive as a result of the existence and adequacy reviews above will then be evaluated in detail against weighted criteria. The weighted criteria against which each proposal will be evaluated are described below. The maximum number of percentage points given to that criterion in the scoring of the proposals is also stated below.

##### **Criteria 1. Understanding of the Problem and the Nature and Scope of Work to be Performed (15 percent)**

An assessment will be made of the Offeror's understanding of OTDA's needs and objectives and of the scope of work to be performed under this RFP. The proposal will be reviewed with respect to its definition of the work required to adequately design and implement the project. Included in the assessment of these criteria is an examination of the proposed work plan that details tasks and how end products will be delivered, proposed staffing resources, the overall project organization and administration of the project.

##### **Criteria 2. Project Manager (5 percent)**

An assessment of the qualifications and experience of the Offeror's proposed Project Manager will be made based upon the submitted Appendix E, resume, references, and interview.

The proposed Project Manager will be required to participate in an interview with OTDA staff. The Project Manager interview will be individually scored. Based on the information received during the Project Manager interview, OTDA staff may adjust the technical scores for criteria 1 to 4 either up or down.

##### **Criteria 3. Offeror's Experience and Capability (40 percent)**

An assessment will be made of the Offeror's experience with projects of similar size and scope, the Offeror's technical experience and success with similar projects, and the Offeror's corporate capacity to assume the work. Included in the assessment of this criteria is an evaluation of the manpower and technical resources available to support the project, the project's relationships within the corporate structure, the use of

subcontracted or in-house resources, and references verifying experience, success, and the ability to meet time frames.

#### **Criteria 4. Quality of Technical Approach (40 percent)**

The evaluation will be based on an assessment of how well each specific requirement identified in Section 2 of this RFP is met, including the processing requirements as defined in Section 2.5.2, OTC Requirements, with higher scoring assigned based on proposed shorter timeframes.

Offerors not committing to the maximum one hour timeframe at the OTC sites will be eliminated from contract award consideration.

An Offeror's technical score will be adjusted upward to reflect committed timeframes of less than one hour client turnaround at the OTC sites, and for mailed cards less than the two (2) to three (3) calendar day requirement defined in Exhibit 16.

#### **5.2.2 Oral Presentations**

All responsive Offerors submitting proposals in response to this RFP will be required to make oral presentations to OTDA staff describing their proposal.

The OTDA may adjust scores the Offeror received against the original evaluation criteria the OTDA used, if deemed warranted by the OTDA, based on additional information it may receive during the presentation.

### **5.3 Financial Proposal Evaluation Criteria and Methodology**

OTDA staff will only score those proposals from responsible Offerors whose administrative and technical sections have been deemed responsive to the RFP.

The OTDA will limit financial scoring to the Offeror with the highest technical score and those Offerors whose technical scores are within 85% of the highest technical score. However, a minimum of three Offerors will receive financial scoring provided that those Offerors were awarded a technical score of at least 65% of the highest technical score.

The score for an Offeror's Financial Proposal will account for 40% of the overall score as defined in Section 5.5. The lowest priced financial proposal from an Offeror that has passed the technical evaluation will receive a score of 40 points. Financial scores for other Offerors passing the technical evaluation will be calculated as follows: (Lowest price offer/other price offer) times 40 points.

An Offeror's Financial Proposal will be examined to determine compliance with the requirements of this RFP as specified in, but not limited to those outlined in Section 4.3 of this RFP. Failure to meet any of these requirements may result in an Offeror's removal from further consideration.

The basis for the Financial Proposal evaluation rankings will be all costs OTDA will incur, including OTDA projected reimbursable postage costs less each Offeror's guaranteed

minimum postage discount percentage, over the term of the contract as identified in Appendix G schedules G.1 – G.9.

## **5.4 Benchmark Specifications**

### **5.4.1 Pre-Award Benchmarks**

Responsive Offerors submitting proposals in response to this RFP may be required to make a benchmark presentation. Benchmark presentations will be limited to those Offerors who could potentially be awarded the contract based on the selection criteria defined in Section 5.5. Only those Offerors having received a financial score in accordance with section 5.3 will be eligible for a benchmark presentation. The Offeror with the highest combined Technical and Financial score will be benchmarked first. The OTDA will subsequently request benchmark presentations from those Offerors whose combined Technical and Financial scores, combined with the maximum allowable score for the benchmark presentation, could possibly surpass the Offeror with the highest combined Technical and Financial score and result in a contract award. All other Offerors will not be required to make a benchmark presentation, and will be eliminated from contract award consideration.

The score for an Offeror's benchmark will account for 5% of the overall score as defined in Section 5.5. The maximum score for the benchmark presentation is 5 points. An Offeror must receive a score of 3 points or greater, or they will be eliminated from contract award consideration.

### **5.4.2 Benchmark Requirements**

OTDA staff will be present during pre-award benchmarking to verify results.

The Offeror must present the following items described below for pre-award benchmarking. Each will be scored separately. Offerors are free to display the processes required below using any existing production system or systems for which they are responsible for designing and maintaining, or utilize the system or the components of the system they propose for OTDA. All cards produced during the benchmark will be sent to OTDA immediately following its conclusion. OTDA reserves the right to conduct additional testing on the benchmark cards.

Benchmark Criteria:

- Total cards: Produce 9,000 cards in a 24-hour timeframe. Of which 2,000 must utilize tabletop "over the counter (OTC)" hardware, and 7,000 must utilize the hardware intended for mailed cards. The timeframe for OTC production cannot exceed 12 hours and must demonstrate printer pooling. The timeframe for mailed card production is 24 hours.
- All cards printed must be ISO standard financial transaction track two (2) compliant as defined in Exhibit 17- ISO Card Standards.
- All cards must be customized in flat graphics.

- Photo card and non-photo card printing must be demonstrated.
- Signature and non-signature card printing must be demonstrated.
- All mailed cards must be mounted on customized card carriers and stuffed for mailing.
- An inventory control system must be displayed.
- A quality control system/ methodology must be displayed.
- The proposed Zip sorting bundling for mailing purposes must be demonstrated.
- Customer reporting with billing, detailed production and summary production reports must be provided.

The following item may be presented at the Offeror's option:

- Display of an administrative system capable of presenting detailed and summary histories of card production, photo data and signature data.

#### **5.4.2.1 Pre-Award Benchmark Certification Requirements**

Following the benchmark, it will be the Offeror's responsibility to provide independent certification that cards produced during benchmarking meet the ISO standards contained in Section 2.2 and as defined in Exhibit 17- ISO Card Standards of this RFP. OTDA representatives will select a sampling of both mailed and OTC cards produced during the benchmark to be sent for certification. This certification must be provided by a company or agency experienced in evaluating financial transaction cards. Test results provided to the OTDA must be on original documents from the testing company and be accompanied by information adequate to allow the OTDA to independently contact the testers and verify the results. The Offeror's instructions to the testing company must include a requirement that the tester transmit or mail the benchmark results directly to the OTDA upon completion. At its discretion, the OTDA will be free to communicate directly with any testing organization chosen by the Offeror.

Specific items that must be addressed in the certification include the following:

- Electrical and Magnetic Characteristics of the Card that will guarantee readability of the card in standard track 2 card readers.
- Physical Characteristics of the Card 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.

- Physical Security of Cards that will guarantee resistance to tampering with text or color photos printed on the cards.
- All cards possess high coercivity magnetic media characteristics.
- At a minimum, the following tests will be conducted by the independent testing organization:
  - o Signed Amplitude and Jitter
  - o Character Decode
  - o Location of the encoded tracks
  - o Location of start sentinel
  - o Dynamic magnetic characteristics
  - o Card dimension and warpage

## 5.5 Selection

Selection will be done on a best value basis and will be based upon an overall ranking of the proposals that pass each phase of the evaluation.

- Technical scores will account for 55% of the overall score. The highest scoring technical proposal will receive a score of 55 points. Technical scores for other Offerors will be calculated as follows: (Other technical score /highest technical score) times 55 points.
- Financial scores will account for 40% of the overall score. The lowest priced financial proposal from an Offeror that has passed the technical evaluation will receive a score of 40 points. Financial scores for other Offerors passing the technical evaluation will be calculated as follows: (Lowest price offer/other price offer) times 40 points.
- Benchmark scores will account for 5% of the overall score. Offerors will be selected for benchmark presentations in accordance with Section 5.4.1. The maximum score for the benchmark presentation is 5 points. An Offeror must receive a score of 3 points or greater, or they will be eliminated from contract award consideration. OTDA will calculate the scores based upon the benchmark results using criteria set forth in RFP section 5.4.2 which will be assigned weights.

The Offeror with the highest overall point total of the Technical, Financial, and Benchmark scores combined will be selected for contract award subject to acceptance testing referenced below in section 5.6.

## 5.6 Acceptance 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. A detailed description of the acceptance test is in Section 2.23 of this RFP.

In the event Contractor initially fails to successfully complete the acceptance test as described in Section 2.23 of the RFP, the OTDA may provide a cure period, the duration of which will be solely at the discretion of the OTDA. Subsequent failure to complete the

acceptance test may 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.

## **Section 6 Performance Standards and Quality Assurance**

This section defines the performance standards for card production and liquidated damages for failure to meet the standards. In the event of performance failures, OTDA will assess liquidated damages in an amount not to exceed a total of \$40,000 per day.

### **6.1 Card Production Performance Standards**

#### **6.1.1 Mailed Cards**

All card requests will be processed and the card produced and mailed within two (2) to three (3) calendar days of receipt of all data needed for production of the card as detailed in Exhibit 16. Measurement of this standard will be as follows: The calendar date on which each record is received by the Contractor will be considered day zero. Day one will be the first calendar day following day zero. Day two will be the first calendar day following day one. Day three will be the first calendar day following day two. Cards will be considered delayed if mailed one or more days beyond the requirements detailed in Exhibit 16.

100% of all mailed cards must be produced and in the mail stream within the timeframe committed to by the Contractor.

Delays in mailing cards within the two (2) to three (3) calendar day requirement, as detailed in Exhibit 16, or the timeframe committed to by the Contractor in their proposal, as reported in the Mailed Card Issuance Monitoring Report (Section 2.21.2.1 of this RFP) may result in liquidated damages being assessed as follows:

- One (1) day of delay--No charge to the State for the card production and postage costs for all cards delayed.
- Each additional day of delay--No charge to the State as above.
- Computed damages are equal to the cost of the number of cards delayed times the number of total days delayed minus one.

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. The price per card in effect at that point of time in the life cycle of the contract will be used in determining damages.

#### **6.1.2 OTC Production at the New York City OTC Sites**

The Contractor must issue completed CBICs to individuals upon their arrival at the Contractor issuance window located at the NYC OTC sites. The CBICs are customized with the individual's demographics, photograph (if available) and electronic signature (if available).

100% of all cards must be produced and ready for OTC delivery within the timeframe committed to by the Contractor.

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, per OTC site, 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.

Offerors may note that the above provisions for Liquidated Damages have not materially changed from earlier iterations of this RFP. The reason for that is that the time frames developed for assessment of Liquidated Damages were developed with reference to Contractor activities that are unchanged by the revisions to the RFP, particularly those that reassign responsibility for OTC Center operation from the Contractor to HRA. OTDA recognizes that it is entirely possible that a failure in facilities management (e.g., a short-circuit in facility wiring results in a power shutdown for the entire Center) could degrade Contractor performance in card issuance, but the Contractor will not be held responsible for failure to meet a standard herein to the extent the Contractor can show that the failure to meet the standard was caused by factors beyond his responsibility or control.

### **6.1.3 Card Production Inbound Records**

#### **6.1.3.1 Record Process**

Inbound records confirming card production are used by the OTDA CBIC system to provide information to local workers regarding card issuance status. Therefore, each card produced must generate a record to OTDA confirming the production of that card. Card request records for which the OTDA has not received an inbound record confirming production of the card within six 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. For those missing records, liquidated damages may be assessed by OTDA at the rate of two times the value of the associated card. Assessment of these damages does not preclude the OTDA from assessing liquidated damages for mail delays as detailed in Section 6.1.1 of this RFP.

#### **6.1.3.2 Duplicate Cards**

There must not be any duplicate cards produced from a single card request record. Liquidated damages may be assessed by OTDA at the rate of \$10.00 per duplicate card.

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 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.

#### **6.1.3.3 Card Standards**

The Contractor must produce cards that meet all the standards defined in Section 2 of this RFP. Cards with any or all of the following defects will be considered unacceptable:

- Incorrect or unreadable magnetic stripe
- Incorrect or unreadable client information
- Card does not comply with ISO and/or ANSI standards
- Card does not meet durability standards

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. Liquidated damages may be assessed by OTDA at the rate of \$10.00 per unacceptable card.

#### **6.1.4 Availability of the Card Administrative System**

The administrative system must be available for all functionality by OTDA from 8:00 AM to 8:45 PM on business days.

Failure to comply with these timeframes and all other Administrative System requirements listed in Section 2.19 of this RFP will be assessed and charged at \$250 per day.

#### **6.1.5 Availability of the User Test System**

A fully supported User Test System as described in Section 2.14 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 6 months after start up. 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.

Failure to comply with requirement will be assessed and charged at \$250 per day.

#### **6.1.6 Reporting Requirements**

Daily and monthly reports as described in Section 2.21 of this RFP will be considered deliverables under the contract.

Any delay in the production and distribution of these reports, will result in liquidated damages being assessed by OTDA. All monthly reports will be due by the 14<sup>th</sup> day of the month following the reporting period. All daily reports will be due to OTDA by the 3<sup>rd</sup> day following the day for which the report was produced. Date of receipt of the electronic reports on the State server provided for this function will constitute the delivery date of the report. Liquidated damages for late reports may be assessed according to the following schedule:

\$500 a day for failure to comply with each of the monthly compliance reporting requirements as listed in Section 2.21 of this RFP.

\$250 a day for failure to comply with all other report requirements listed in Section 2.21 of this RFP.

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 for late reports as detailed in this section of the RFP.

## **6.2 Contractor Quality Assurance and Control**

It is the expectation of New York State that the integrity and responsiveness of the Contractor's systems and procedures be of the highest quality, and that the requirements of this RFP are met throughout the contract term. The Offeror must propose a formal Quality Assurance and Control process that addresses:

- Change Management Process
- System Release Management
- Quality Assurance Plan
- Internal Quality Control Procedures

## **6.3 Failure to Meet the Contract Start-Up Date for Card Production**

Contractor will 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.

## **6.4 Availability of the Contractors Network**

The Contractor's network or back-up network must be available 24X7 for all times when card request or card production is required. 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.

## **6.5 Failure to Protect Confidentiality and Privacy of Information and Information Assets**

Contractor will be assessed the greater of all direct costs incurred as a result of an employee or subcontract employee's breach of Appendix A- Contract Terms and Conditions, Article 15 Security, Confidentiality and Privacy of Information and Information Assets, resulting from the Contractor's or subcontractor's negligence, malfeasance or misfeasance in determining the fitness of such employee pursuant to the Contractor's approved comprehensive plan for the conduct of criminal history/ security background checks, or five (5) times the employee's annual salary.