



**Office of the New York State
Attorney General**

**Letitia James
Attorney General**

Purchasing Memorandum No. 3

DATE: February 26, 2025

PLEASE ADDRESS INQUIRIES TO:

Rachel Young, *Contract Management Specialist*

Telephone Number: (518) 776-2144

E-Mail: purchase@ag.ny.gov

REQUEST FOR PROPOSAL NO.: 24-009

TITLE: RFP 24-009 – Gift Card Services for Gun Buyback

BID DUE DATE: March 5, 2025

SUBJECT: Answers to Questions/Inquiries

TO: **ALL PROSPECTIVE BIDDERS**

In reference to the above Request for Proposal, the following questions/inquiries were submitted by the February 12, 2025 deadline. We are hereby providing answers to each question below:

1. QUESTION: Page 17 section 6.7 states " All invoices for payment shall be submitted to the Office of the Attorney General, Accounts Payable Unit, within thirty (30) days after the end of the month in which the services were performed." Does this mean that the state expects 30-day terms for payment upon ordering gift cards?
ANSWER: This is the State's standard contract language for best practice. In general, the State does not make advanced payments. However, OAG will discuss with the tentative awardee an appropriate payment structure and language to be included in the resulting contract before it is finalized.
2. QUESTION: What is the anticipated number of cards expected to be ordered during the term of this contract?
ANSWER: The OAG anticipated 1,000-2,000 cards to be ordered per year, but this could vary based on number of events planned and available funding.
3. QUESTION: What is the estimated lowest and highest value on a card?
ANSWER: Lowest - \$25, Highest - \$500 – however based on the program needs, this may be subject to change.
4. QUESTION: What is the average denomination of the expected cards ordered?
ANSWER: \$250
5. QUESTION: Does the OAG intend to have cards branded specifically for the program, or do they prefer generic branding?
ANSWER: Generic branding is sufficient.



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6. QUESTION: Is the OAG able to pre-fund an account with a balance to fund the cards for a period of time? (Unused funds would be returned.)
ANSWER: Yes
7. QUESTION: Is the OAG willing to order and issue cards independently and directly through a designated portal?
ANSWER: Yes
8. QUESTION: Is the OAG interested in enabling cash withdrawal through the cards at ATMs or other qualified merchants?
ANSWER: No
9. QUESTION: Does the OAG seek to restrict fund use in any way?
ANSWER: Other than a restriction on cash withdrawal, OAG has no other restrictions.
10. QUESTION: Can vendors include additional costs associated with implementing the program (e.g., Time & Materials or Fixed Cost)? If so, where can those be submitted?
ANSWER: No, the OAG is requesting an all-inclusive cost per card. Any costs for implementing the program should be factored into the per card cost on the bidder's financial response. Any other fees or costs will not be given any consideration.
11. QUESTION: Will the OAG agree to receive a Loyalty, Award and Promotion program rather than a prepaid gift card program which would not meet the requirements of the RFP?
ANSWER: No. Bidders must provide a responsive proposal that best meets the requirements outlined in the RFP.
12. QUESTION: Section 2 Qualifications, Scope of Work and Services – 2.2 Vendor Service Requirements #2.2.12 and #2.2.13: “Upon notification that Cards are lost, stolen, or damaged such that they cannot be used by a participant, Vendor must ensure that such Cards are canceled and that funds are not available on the canceled Card. Vendor shall promptly issue replacement Cards upon request (including because of fraud, lost, stolen, or damaged Cards). Replacement Cards shall be provided at no cost to the participant or OAG and shall have the same funds available as on the original Cards.” Can the OAG amend the term ‘promptly’ to specify a timeframe of 7 to 10 days?
ANSWER: OAG will specify the timeframe to 7-10 business days.
13. QUESTION: Section 2 Qualifications, Scope of Work and Services – 2.2 Vendor Service Requirements #2.2.12 and #2.2.13: “Upon notification that Cards are lost, stolen, or damaged such that they cannot be used by a participant, Vendor must ensure that such Cards are canceled and that funds are not available on the canceled Card. Vendor shall promptly issue replacement Cards upon request (including because of fraud, lost, stolen, or damaged Cards). Replacement Cards shall be provided at no cost to the participant or OAG and shall have the same funds available as on the original Cards.” Will the OAG agree that these sections only apply to LAP card that has been registered by the recipient and only to the extent of the balance remaining when the cardholder contacts the bidder?
ANSWER: OAG agrees with an exception for funds that were fraudulently used/stolen.



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14. QUESTION: Section 2 Qualifications, Scope of Work and Services – 2.2 Vendor Service Requirements 2.4.3: “Cards must not have an expiration date less than nine (9) years after from the later of when the Cards were issued, or when the funds were last loaded.” Can the OAG amend the expiration date “less than nine (9) years” to industry standard standards? 12, 24, or 36 months?

ANSWER: Gift Cards issued after December 10, 2022 cannot expire within nine years, will not decline in value due to various fees, and may be redeemed for cash if the remaining value is less than \$5. Please see the linked consumer alert from the NY Department of State: <https://dos.ny.gov/news/consumer-alert-nys-division-consumer-protection-alerts-consumers-new-laws-related-gift-cards>

15. QUESTION: Section 6 Contract Provisions & Administrative Clauses – 6.10 Subcontractors “A subcontractor shall be defined as any bidder or person who is not a fulltime employee of the Contractor, engaged or assigned to perform work under the Contract.” Will the OAG agree that for purposes of this Agreement subcontractors are only those entities or persons specifically retained by the Bidder to perform services for OAG?

ANSWER: The language in section 6.10 Subcontractors will remain the same.

16. QUESTION: Section 5.2, Confidentiality, Data Security and Privacy: “The Contractor, and any Subcontractor(s) or Affiliates and their agents or employees, must sign a Non-Disclosure Agreement (NDA) and Confidentiality Agreement in a form acceptable to the OAG in situations where they will be given access to Confidential Information.” Will the OAG agree that the referenced individuals be required to have an agreement or other obligation to Bidder to retain the confidentiality of Confidential Information in accordance with this Section rather than an individual agreement with the OAG due to the number of potentially affected individuals as a result of the size of Bidders business?

ANSWER: The OAG will work with the awarded bidder to determine at the discretion of the OAG when a non-disclosure agreement would be required. The OAG does not anticipate any confidential information being disclosed to the awarded bidder.

17. QUESTION: Appendix B Standard Clauses, Section 39 Employees, Subcontractors and Agents: “All employees, Subcontractors, or agents of the Contractor performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical, and training qualifications set forth in the Contract or the Purchase Order and must comply with all security and administrative requirements of the Authorized User that are communicated to the Contractor. The Commissioner and the Authorized User reserve the right to conduct a security background check or otherwise approve any employee, Subcontractor, or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User’s security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract or the Purchase Order. The Commissioner and the Authorized User reserve the right to reject and/or bar from any facility for cause any employee, Subcontractor, or agent of the Contractor.” Will the OAG agree that compliance with security and administrative requirements be limited to when Bidder and its personnel are on the OAG premises or accessing the OAG systems?

ANSWER: The language in section 39 employees will remain the same. The OAG does not anticipate the awarded bidder being on OAG premises.



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18. QUESTION: Appendix B Standard Clauses, Section 39 Employees, Subcontractors and Agents: "All employees, Subcontractors, or agents of the Contractor performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical, and training qualifications set forth in the Contract or the Purchase Order and must comply with all security and administrative requirements of the Authorized User that are communicated to the Contractor. The Commissioner and the Authorized User reserve the right to conduct a security background check or otherwise approve any employee, Subcontractor, or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract or the Purchase Order. The Commissioner and the Authorized User reserve the right to reject and/or bar from any facility for cause any employee, Subcontractor, or agent of the Contractor." Will the OAG limit the right to conduct security background checks to those personnel having access to the OAG premises?

ANSWER: The language in section 39 employees will remain the same. The OAG does not anticipate the awarded bidder being on OAG premises.

19. QUESTION: Appendix B Standard Clauses, Section 43 Termination - Will the OAG provide Bidder the right to terminate the Agreement on the following bases? 1) a material breach uncured more than 30 days after notice of the Agreement by OAG; and 2) for convenience upon 6 months' notice after 3 years.

ANSWER: The OAG will not allow the awarded bidder unilateral termination; however, the parties may mutually agree to terminate at any time. OAG will negotiate with the awarded bidder appropriate language for termination for cause in the final contract terms.

20. QUESTION: Appendix B Standard Clauses, Section 60 - Will the OAG confirm that this Agreement does not constitute a license of a Product and is a services agreement? If OAG disagrees, please explain.

ANSWER: Appendix B defines products as: Items or deliverables under any Solicitation or Contract and may include commodities, services and/or technology. Again, I don't really see the purpose of amending our boilerplates, if it's non-applicable, what is the harm in leaving it. We'll get into more of headache making exceptions and changes.

21. QUESTION: Appendix B Standard Clauses, Section 61 - Will the OAG confirm this Agreement does not constitute the delivery of a Product and is a services agreement? If the OAG disagrees, please explain.

ANSWER: Appendix B defines products as: Items or deliverables under any Solicitation or Contract and may include commodities, services and/or technology. Again, I don't really see the purpose of amending our boilerplates, if it's non-applicable, what is the harm in leaving it. We'll get into more of headache making exceptions and changes.

22. QUESTION: What is the overall annual budget of the Gun Buyback program?

ANSWER: \$200,000 or more, depending on availability of funds.

23. QUESTION: Are there program levels based on the type of firearm surrendered, and if so, what are the card denomination(s) awarded for each level?

ANSWER: Yes – nonworking (\$25), long gun (\$75), handgun (\$250), assault (\$500) – however based on the program needs, this may be subject to change.



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24. QUESTION: Is the online Vender Responsibility Questionnaire (VRQ) be acceptable as part of a response to this RFP?

ANSWER: Yes, completing the online VRQ is acceptable.

This Purchasing Memorandum is to be signed, submitted and made a part of your response. If you have any questions, do not hesitate to contact the person listed on top of this memorandum.

VENDOR: _____

ADDRESS: _____

SIGNATURE OF BIDDER: _____

DATE: _____