



New York State  
Parks, Recreation and  
Historic Preservation

# Request for Proposals

<b>Title:</b> <b>Website and Drupal Content Management System Implementation</b>	
<b>Contract Period/Term:</b> Three years Upon OSC Approval	<b>Number:</b> C003648

<b>Designated Contact(s) &amp; Bid Submission Address</b>		
Rachel Flood	Guenevere Palmatier	Eric Zeissler
<a href="mailto:ServiceContracts@parks.ny.gov">ServiceContracts@parks.ny.gov</a> Office of Parks, Recreation and Historic Preservation Procurement and Service Contracts Unit 625 Broadway, 2 <sup>nd</sup> Floor Albany, NY 12207		

<b>RFP Timeline</b>	
<b>Action</b>	<b>Date/Time</b>
RFP Release	4/1/2024
1 <sup>st</sup> Round Questions Deadline	4/22/2024 3:00 PM ET
1 <sup>st</sup> Round Questions Response	Approximately 4/29/2024
2 <sup>nd</sup> Round Questions Deadline	5/6/2024 3:00 PM ET
2 <sup>nd</sup> Round Questions Response	Approximately 5/13/2024
Bids Due	5/20/2024 3:00 PM ET
Tentative Award	Approximately 7/15/2024
Contract Start Date	Upon OSC approval

### **M/WBE Contract Goals**

9% Minority Business Enterprise Participation      21% Women's Business Enterprise Participation  
6% Service-Disabled Veteran-Owned Business Participation

## **SUBMIT YOUR PROPOSAL ON TIME**

Except as specified in *Section 5.4 State's Rights to Proposals*, proposals received after the date and time in the IFB Timeline will not be considered for award and may be returned, unopened, to the sender. **It is the Bidder's responsibility to allow adequate time to deliver an electronic or hardcopy bid before the date and time specified.**

# Table of Contents

Table of Contents.....	2
RFP Key Points.....	6
<b>1. Introduction and Overview .....</b>	<b>7</b>
1.1 Agency Mission .....	7
1.2 Overview .....	7
1.3 Purpose.....	7
1.4 Minimum Bidder Qualifications .....	9
1.5 Downstream Prohibition .....	9
1.6 Public Building Law § 8(6) .....	10
1.7 Site Visit .....	10
1.8 Proposal Questions/Inquiries and Response .....	10
1.9 Notification of Intent to Bid/Not Bid .....	10
1.10 Procurement Lobbying Guidelines.....	11
1.11 Contract Signing and Term.....	11
1.12 Glossary .....	11
1.13 List of Appendices, Attachments, Forms, and Exhibits .....	12
<b>2. Scope of Work and Service Requirements .....</b>	<b>14</b>
2.1 Scope of Work.....	14
2.2 General Project Requirements/Deliverable Acceptance .....	16
2.3 Market Analysis and User Research.....	17
2.4 Information Architecture, Design, and Branding.....	18
2.5 Development .....	19
2.6 Migration .....	21
2.7 Knowledge Transfer and Training.....	23
2.8 Deployment and Launch.....	24
2.9 Delivery of Product and Documentation.....	24
2.10 Project Support and Maintenance.....	24
2.11 Ongoing Enhancements .....	25
2.12 State and Federal Requirements .....	25
2.13 ITS and NYS Digital Services Coordination Requirements .....	25
2.14 Key Personnel .....	26
2.15 Security/Confidentiality Requirements .....	30
2.16 Ownership and Title to Deliverables .....	30
2.17 Use of OPRHP and NYS Logos .....	30
2.18 Patent/Copyright Indemnification .....	30

<b>3. Proposal Submission</b> .....	<b>32</b>
3.1 General Proposal Requirements .....	32
3.2 Proposal Format and Content.....	32
3.3 Packaging of RFP Proposals.....	37
3.4 Modification or Withdrawal of Bids.....	38
3.5 Proposal Clarification.....	38
<b>4. Proposal Evaluation</b> .....	<b>39</b>
4.1 Best Value.....	39
4.2 Proposal Clarification.....	39
4.3 Evaluation Process Overview .....	39
4.4 Final Ranking/Contract Tentative Award.....	41
4.5 Written Notification .....	41
<b>5. General Bidding Requirements/Terms</b> .....	<b>42</b>
5.1 General Requirements .....	42
5.2 Solicitation.....	42
5.3 Liability .....	42
5.4 State's Rights to Proposals.....	42
5.5 Freedom of Information Law .....	43
5.6 Bid Security .....	43
5.7 Timely Submission .....	43
5.8 Bid Effective Period .....	44
5.9 Bid Opening .....	44
5.10 Bidder Proposal Clarification .....	44
5.11 Bid Evaluation and Selection.....	44
5.12 Contract Negotiations and Authorized Negotiators .....	44
5.13 Bid Review and Contract Approval .....	44
5.14 Debriefing Sessions.....	44
5.15 Bid Protest Procedure .....	44
5.16 NYS Finance Law § 139-l.....	44
5.17 Conformance to RFP.....	45
5.18 Encouraging use of New York State Businesses in Contract Performance.....	45
5.19 Bidder Assurances .....	45
5.20 Vendor Responsibility Questionnaire.....	45
5.21 Tax Law §5-A.....	46
<b>6. Contractual Requirements</b> .....	<b>47</b>
6.1 RFP Order of Precedence .....	47
6.2 Appendix A – Standard Clauses for New York State Contract.....	47

6.3	Appendix B – General Specifications for OPRHP Contracts .....	47
6.4	Appendix C – Participation by Minority Group Members and Women with Respect to State Contracts 47	
6.5	Appendix D – Bid Protest Procedures .....	47
6.6	Appendix E – Consultant Disclosure Reporting .....	47
6.7	Appendix F Insurance Requirements.....	48
6.8	Equal Employment Opportunities .....	48
6.9	Procedures for Amendments .....	49
6.10	Conflict of Interest .....	49
6.11	Litigation Support .....	51
6.12	Interpretation & Disputes .....	51
6.13	Relationship as Independent Contractor.....	51
6.14	Payment Requirements .....	51
6.15	CPI Price Adjustments.....	52
6.16	Prime Contractor/Subcontractor .....	52
6.17	Diesel .....	52
6.18	Advertising .....	52
6.19	Termination Provisions .....	53
6.20	Vendor Responsibility Provisions.....	53
6.21	Prevailing Wages / Payroll Certification .....	53
6.22	Contractor’s Compensatory Liability .....	53
6.23	Warranties.....	54
6.24	Security Procedures .....	54
6.25	Damages.....	54
<b>7.</b>	<b>Information Technology Requirements.....</b>	<b>55</b>
7.1	New York State Information Technology Requirements.....	55
7.2	Accessibility.....	55
7.3	Unauthorized Data Use or Transmission .....	55
7.4	System Requirements for Information Security.....	55
7.5	Breach of Data and Private Information .....	56
7.6	Ownership of Data.....	56
7.7	Data Migration .....	56
7.8	Transfer and Destruction of Data.....	56
7.9	Storage of Data, Access and Location.....	56
7.10	Request for Data by Third Parties.....	57
7.11	Access to Security Logs and Reports .....	57
	Appendix A – Standard Clauses for New York State Contracts.....	58

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Appendix B – General Specifications for OPRHP Contracts.....	65
Appendix C – Participation by Minority Group Members and Women with Respect to State Contracts .....	86
Appendix D – Bid Protest Procedures .....	90
Appendix E – OSC Consultant Disclosure Reporting Requirements .....	91
Appendix F – Insurance Requirements .....	93
Appendix G – Primary Security and Privacy Mandates .....	97
Attachment 1 – Financial Proposal.....	101
Attachment 2 – Intent to Bid / No Bid .....	102
Attachment 3 – References.....	103
Exhibit 1 – Current Webpage Coding Samples .....	104
Exhibit 2 – Deliverable Transmittal Form.....	105
Exhibit 3 – Letter of Deliverable Acceptance .....	107
Exhibit 4 – Letter of Deliverable Rejection.....	108
Exhibit 5 – NYS Branding Overview Guidelines .....	109
Exhibit 6 – Website Requirements .....	201
Exhibit 7 – OPRHP Website Architecture .....	209

## RFP Key Points

- **Read the RFP in its entirety.**

Note key items such as critical dates, services required, qualifying and mandatory requirements, and proposal submission requirements.

- **Provide complete responses - Bidder proposals must completely address all qualifying and mandatory requirements.**

To ensure your proposal is valid, thoroughly read all proposal requirements and provide complete responses. Ensure all aspects of each requirement are met. Use the forms provided to submit your response. Vague or incomplete responses to desirable requirements may result in a reduced technical score.

- **RFP Glossary**

Definitions for certain terms in this document can be found in *Section 1.12 Glossary*.

- **Note the name and email of the designated contacts listed on the front page of this RFP.**

These are the only individuals that you are permitted to contact regarding this RFP in accordance with Procurement Lobbying Law.

- **All announcements relating to this bid will be disseminated via electronic mail (e-mail).**

It is the Bidder's responsibility to check their e-mail periodically for any updates. All applicable amendment information must be incorporated into the Bidder's proposal. Failure to include any such information in your proposal may result in disqualification or a reduced technical score.

- **Take advantage of the question-and-answer periods.**

Question and Answer periods are your opportunity to seek clarification. Please utilize this process to understand requirements, as well as raise any questions or concerns with your ability to bid. Submit your questions via e-mail by the dates listed in the RFP Schedule on the front page of this RFP. Responses to the questions will be disseminated to all potential bidders via e-mail. Additional information about Question and Answers can be found in *Section 1.8 Proposal Questions/Inquiries and Response*.

- **File a "Notification of Intent to Bid" by the date listed in the RFP Schedule.**

Additional information about "Attachment 2 - Intent to Bid/No Bid" can be found in *Section 1.9 Notification of Intent to Bid/Not Bid*

- **Review the RFP document and your proposal.**

Make sure all requirements are fully addressed and all copies are identical, legible, and complete.

- **Package your proposal as required in the RFP.**

Make sure your proposal conforms to the packaging requirements. Proposals not packaged accordingly may be deemed non-responsive. Additional information about packaging and content can be found in *Section 3.2 Proposal Format and Content*.

- **Submit your proposal on time.**

Except as specified in *Section 5.4 State's Rights to Proposals*, proposals received after the date and time in the RFP Schedule will not be considered for award and may be returned, unopened, to the sender. **It is the Bidder's responsibility to allow adequate time to deliver an electronic or hardcopy bid before the date and time specified.**

# 1. Introduction and Overview

It is the intent of this solicitation to seek a vendor to provide all necessary services. Bidders shall provide proposals which meet mandatory requirements of this RFP.

## 1.1 Agency Mission

The mission of the New York State Office of Parks, Recreation and Historic Preservation (State Parks/Parks/OPRHP) is to provide safe and enjoyable recreational and interpretive opportunities for all New York State residents and visitors and to be responsible stewards of our valuable natural, historic, and cultural resources.

Fundamental to the successful achievement of our mission is the dedication of our employees and the adherence to a common set of values. These guiding principles serve as a pledge to the people we serve and a commitment to ourselves and to each other.

- **A Commitment to People.** We are committed to serving and protecting the public to the best of our ability, with courtesy and respect. We are committed to our employees and volunteers, encouraging teamwork, self-improvement, and mutual support.
- **A Commitment to Preservation.** State parks and historic sites are unique and irreplaceable public assets. We are committed to wise acquisition, planning, and, where appropriate, development; timely and professional care and maintenance; and a responsibility to future generations in whose trust we manage our resources. We are committed to providing encouragement to all agencies and individuals to identify, evaluate, and protect recreational, natural, historic, and cultural resources.

## 1.2 Overview

The New York State Park System is one of the Northeast's greatest treasures. The State Office of Parks, Recreation and Historic Preservation oversees more than 250 individual parks, historic sites, golf courses, recreation trails, nature centers, campgrounds, boat launches and marinas, which were visited by 84.1 million people in 2023.

OPRHP strives to provide exceptional visitor experiences and year-round, affordable, and accessible outdoor recreation and historic interpretation for a diversity of ages, interests, and abilities. The website is one of the keystone public entry points of the agency and serves as inspiration for travel planning and the primary source for useful information about the system's destinations, events, and programs.

## 1.3 Purpose

The purpose of this RFP is to procure the services of a Contractor to build and support a redesigned [parks.ny.gov](https://parks.ny.gov) website implemented with Drupal 10, or the latest stable version at launch and supported by the NYS Office of Information Technology Services (ITS), as OPRHP's web content management system.

As part of this RFP, OPRHP requires:

- A thorough website analysis and research phase.
- A redesigned website using industry best practices, and following NYS branding guidelines (Exhibit 5).
- A mobile-first approach.
- An updated design and presentation of content that engages, educates, and inspires.
- Website navigation that is intuitive with efficient user-friendly search and filter options.
- A comprehensive review of the website's content and current market and user research to better understand our audiences and their needs.
- Migration of existing content, including images and documents; and exposure of content via API to be used by the [NY State Parks Explorer mobile app \(https://parks.ny.gov/explorer-app/\)](https://parks.ny.gov/explorer-app/)
- A seamless user experience with website integrations.
- A flexible, adaptable website to address future functionality/module additions.
- A content management system that offers role-based permissions and features.

- An inclusive approach that incorporates digital accessibility.

### Our Goals:

- To be the preeminent source of information and inspiration for planning travel and spending time in New York's outdoors and discovering its cultural and historic treasures.
- To improve customer service and provide an exceptional user experience across all digital touchpoints; the website should be welcoming and capture the friendliness and knowledge of in person OPRHP staff.
- To increase website visitation.
- To have a robust system that is scalable and easy to maintain.

### Our Principles:

- Accessibility- WCAG 2.1 AA
  - OPRHP expects the site not only to pass automated and manual accessibility tests but to provide an engaging user experience regardless of accessibility needs.
- Inclusion and Diversity
  - OPRHP expects the website, its content, and its tools to reflect the diversity of New York State and our communities.
- Mobile Friendly
  - All templates, content, and tools will prioritize a mobile user experience.
- User-centric
  - Multiple personas will be accounted for, ensuring that each user's experience is seamless and intuitive.
- Flexible and Adaptable
  - The new web content management system will allow administrators and content authors to easily develop and publish content.
- SEO and Data-driven
  - Most traffic comes from internet searches, and OPRHP requires a platform that allows it to react quickly to changing needs and proactively promote content as necessary.
- NYS Branding
  - NYS agency websites, including the resulting websites and content of this RFP, must comply with NYS branding guidelines (Exhibit 5), best exemplified by [www.ny.gov](http://www.ny.gov), as well as follow Drupal.org best practices.

### Technical Environment:

The most recent version of OPRHP's website ([parks.ny.gov](http://parks.ny.gov)) was launched in 2014. OPRHP's website is a Web application created using the following technologies: Microsoft .Net, SQL Server database, VB.Net. The website is currently hosted by the NYS Office of Information Technology Services (ITS) and has approximately:

- 311 HTML pages (301 static, 10 dynamic)
- 2,300 Images
- 4,000 PDFs

Content development is currently done through a Content Management System (CMS) that allows select program staff to regularly make content edits and simultaneously update both the website and NY State Explorer App. The CMS is a web application developed in Microsoft .Net, SQL Server database and it stores website dynamic content, paths of images and attachments that are located in NetApp. CMS hosts 23 REST API's (MC services) on Akana. Parks website reads content from CMS database. NY State Explorer App uses the CMS API's. Exhibit 7 OPRHP Website Architecture is provided to demonstrate the architecture of OPRHP's website.

In addition, OPRHP has several web tools integrated into the website. New landing page templates will need to



be developed to display many of the tools and applications. These tools should continue to be functional after conversion. Other applications need further integration by the Contractor:

- Event Calendar
- Integration of the NYS Universal Navigation, NYS Search, and NYS Language Translation Service.
- ESRI Maps, all GIS data or linkages to GIS data.

#### **1.4 Minimum Bidder Qualifications**

Bidders are advised that the State's intent is to ensure that only responsive, responsible, qualified, and reliable bidders enter into a contract to perform the work as defined in this document. Bidders shall comply with the laws of the State of New York and shall possess or obtain any required licenses, permits, or authorizations.

The State considers the following qualifications to be a pre-requisite of the prime contractor to be considered as a qualified Bidder for purposes of the solicitation. Bidders not meeting the qualifications below will be disqualified. Bidders may not use subcontractor's or any other entity's qualifications to meet these requirements.

To be deemed qualified and responsive, the following minimum requirements **must** be met:

##### **1.4.1 Experience**

Proposing firms must have experience in designing, implementing, and maintaining Drupal websites and content management systems for a minimum of five (5) consecutive years immediately preceding the issuance of this RFP.

##### **1.4.2 Reference Qualifications**

As evidence of its experience and abilities, the Proposer must provide verifiable client website project references (Reference Customers) for projects where the Proposer:

- Researched the client's needs;
- Audited, inventoried and migrated appropriate content of the existing website to their new website;
- Designed, planned, and managed all work; and
- Launched with a public launch date that occurred within the last four (4) years.

Using "Attachment 3 – References," Bidders must include at least three Reference Customers where they have designed, implemented, and maintained Drupal websites and content management systems within five (5) years immediately preceding the issuance of this RFP and in accordance with the above criteria.

##### **1.4.3 Reference Check**

The Bidders Reference Customers provided on "Attachment 3 – References" will be independently verified by OPRHP and will be scored on a pass/fail basis for the highest ranked Bidder after all other evaluation steps. If a reference is not accepted for evaluation, that Reference shall be scored as a fail. If more than three references are provided by a Bidder, Parks will cease reference checks upon the response of the third reference.

#### **1.5 Downstream Prohibition**

Any entity, contractor (or sub-contractor) involved with OPRHP for the development of specifications related to this project is not eligible to receive an award or subcontract with the contractor or any subcontractor in connection with this RFP or subsequent award.

No such entities exist in regard to this RFP.

## 1.6 Public Building Law § 8(6)

Pursuant to Public Building Law § 8(6), effective January 11, 2020, for any projects where the project design commenced on or after January 1, 2020 and for any contracts over \$5,000 for the work of construction, reconstruction, alteration, repair, or improvement of any State building, a responsible and reliable NYS-certified Minority or Women-Owned Business Enterprise that submits a bid within ten (10) percent of the lowest bid will be deemed the apparent low bidder provided that the bid is \$1,628,283 or less (maximum amount has been adjusted for inflation effective January 1, 2024). If more than one responsible and reliable MWBE firm meets the requirements, the MWBE firm with lowest bid will be deemed the apparent low bidder. This Project commenced design on or after January 1, 2020; therefore, it is subject to provision.

## 1.7 Site Visit

A site visit is not applicable to this procurement.

## 1.8 Proposal Questions/Inquiries and Response

Prospective Bidders will have two opportunities to submit written questions and requests for clarification regarding this RFP. All questions regarding this RFP must be submitted via e-mail to the Designated Contacts and be received by the date and time specified in the RFP Timeline. Questions must reference the relevant page and section of the RFP and must be directed to the designated contact. Questions submitted by Bidders should be in the following format:

No.	RFP Section	RFP Page	Vendor Name	Question

OPRHP will provide a written response to all substantive questions and requests for clarification. Responses to Bidder questions and requests for clarifications will be distributed via e-mail utilizing the Agency-maintained Bidders List.

Prospective Bidders should note that all clarifications and exceptions, including those relating to the terms and conditions of the RFP, are to be resolved prior to the submission of a proposal by utilizing the Question-and-Answer period. Also, during the Question-and-Answer period, Bidders should be certain to bring forward terms and conditions in the RFP that would prohibit a Bidder from bidding. Bidders entering into a contract with the State are expected to comply with all terms and conditions contained herein.

Contacting individuals other than the Designated Contacts may result in the disqualification of the Bidder's proposal.

## 1.9 Notification of Intent to Bid/Not Bid

### 1.9.1 *Intent to Bid/Not Bid*

Please complete "Attachment 2 - Intent to Bid/No Bid", indicating your intent to Bid/Not Bid, and submit to the Designated Contacts via email. Although completing this attachment is not mandatory, it is encouraged.

### 1.9.2 *Removal from Bidders List*

If you would like to have your organization removed from the mailing list for procurements of this type, please send an e-mail to the Designated Contact as well as an indication of why you would like to be removed.

## 1.10 Procurement Lobbying Guidelines

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OPRHP and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OPRHP and, if applicable, the Office of the State Comptroller (“restricted period”) to other than the Designated Contact(s) unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a).

Designated Contact(s), as of the date hereof, is identified above. OPRHP employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Information related to the Procurement Lobbying Law and guidelines can be found within [Lobbying Law Certification](#).

## 1.11 Contract Signing and Term

OPRHP intends to award a three (3) year Contract to the successful Bidder contingent upon New York State Attorney General (AG) and the Office of the State Comptroller (OSC) approval. The contract and any amendments will be deemed effective upon OPRHP’s receipt of the approvals of the NYS Attorney General’s Office and the Office of the State Comptroller.

**The launch of the new website using Drupal must be completed within one year of the contract start date.**

## 1.12 Glossary

Term	Description
Acceptance	Indication that an offeree is bound by the terms of the offer.
Agency	New York State Office of Parks, Recreation and Historic Preservation (OPRHP).
Audit	Comprehensive review, (inspection, examination) with accompanying analysis.
Bidder	Any individual, firm or corporation submitting a Bid for the Project contemplated, acting directly or through a duly authorized representative.
Cascading Style Sheets (CSS)	A computer language for laying out and structuring web pages (HTML or XML).
Commissioner	The Commissioner of Parks, Recreation and Historic Preservation.
Comptroller (OSC)	The Office of the New York State Comptroller.
Content Delivery Network (CDN)	A network of interconnected servers that speeds up webpage loading for data-heavy applications.
Contract Documents	The complete set of documents forming the resultant contract based off this RFP.
Contractor	The person, firm, partnership, or corporation executing the Contract, or the successor or assignee of the Contractor approved in writing by the Commissioner.
Data	Any information, analytic derivatives, formula, algorithms, or other content that OPRHP may provide to the Contractor. Data includes, but is not limited to, any of the foregoing that OPRHP and/or Contractor (i) uploads to the Cloud Service, and/or (ii) creates and/or modifies using the Cloud Solution.
Days	Unless otherwise indicated, the term “Days” shall mean calendar days.
Deliverable	The completion of a milestone or the accomplishment of a task. Used to measure successful performance.
Desired	Unless otherwise indicated, requirements which state ‘should’ or ‘can’ are desirable and at-option of OPRHP if provided by the Bidder.
Drupal	Open-source web content management system to be used; latest stable version.

Term	Description
ESD	Empire State Development – the agency through which a federally funded grant was awarded to OPRHP for the purpose of this project.
Hypertext Preprocessor (PHP)	An open source, server-side, HTML embedded scripting language used to create dynamic Web pages.
ITS	New York State Office for Information Technology Services, IT lead agency
Mandatory Functionality	Unless otherwise indicated, requirements or statements including the words ‘must,’ ‘shall,’ ‘will,’ and ‘required’ are mandatory in nature and must be met by the Bidder in order to have a conforming bid.
Metadata	Metadata is data that provides information about other data.
NYS Digital Services	Content usability experts in NYS
NYS Executive Order 26	Language access requirements
Offerer	Any individual or entity, or any employee, agent of consultant or person acting on behalf of such individual or entity that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement.
Office or OPRHP	The New York State Office of Parks, Recreation and Historic Preservation.
Policy	A guideline that regulates organizational action. Policies control the conduct of people and thus the activities of systems.
Provide	To furnish and install, complete, in place and ready for operation and use.
Report	The means by which the results of a query are displayed or printed.
SEO	Search Engine Optimization
Site	The area within the contract limit lines as identified in the drawings, or adjacent areas designated in writing by the Director’s Representative. Some contracts might involve separate and distinct sites.
Specifications	The body of directions and/or requirements contained in this document, together with all documents of any description, and agreements made (or to be made), pertaining to the methods (or manner), of performing the work and quality (as shown by test records) of accepted materials to be furnished under this Contract.
State	The State of New York.
Subcontractor	A person, firm, partnership, or corporation executing a portion of the Work for the “Contractor,” who has the sole responsibility for his or her performance.
UAT	User Acceptance Test, User Acceptance Testing
Work	The total sum of labor, supervision, materials, and equipment necessary for the proper completion of the Contract as set forth in the Contract Documents.

### 1.13 List of Appendices, Attachments, Forms, and Exhibits

#### **Appendices**

Appendix A – Standard Clauses for New York State Contracts

Appendix B – General Specifications for OPRHP Contracts

Appendix C – Participation by Minority Group Members and Women with Respect to State Contracts

Appendix D – Bid Protest Procedures

Appendix E – OSC Consultant Disclosure Reporting Requirements

Appendix F – Insurance Requirements

#### **Attachments**

Attachment 1 – Financial Proposal

Attachment 2 – Intent to Bid/No Bid

Attachment 3 – References

**Exhibits**

- Exhibit 1 – Current Webpage Coding Samples
- Exhibit 2 – Deliverable Transmittal Form
- Exhibit 3 – Letter of Deliverable Acceptance
- Exhibit 4 – Letter of Deliverable Rejection
- Exhibit 5 – NYS Branding Overview Guidelines
- Exhibit 6 – Website Requirements
- Exhibit 7 – OPRHP Website Architecture

**Forms**

Forms are available at the following link <https://parks.ny.gov/business/forms.aspx>, or you may click on the individual form below to access the PDF.

- [Lobbying Law Certification](#)
- [Non-Collusive Bidder Certification](#)
- [Public Officers Law](#)
- [Encouraging Use of New York State Businesses in Contract Performance](#)
- [NYS Finance Law §139-I and Executive Order No. 177 Certification](#)
- [Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement](#)
- [Vendor Responsibility Attestation](#)
- [No Bid Form](#)
- [Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia](#)
- [FORM A State Consultation Services - Contractor's Planned Employment](#)
- [FORM B State Consultation Services - Contractor's Annual Employment Report](#)
- [ST-220-CA](#)
- [ST-220-TD](#)

**Every signature page of an e-mail submission must be a scanned copy of the original ink signature. Electronic signatures are not acceptable.**

## 2. Scope of Work and Service Requirements

### 2.1 Scope of Work

This solicitation seeks a vendor to implement a new website and content management system using the latest stable version of Drupal. The redesign and implementation will be limited to the main public OPRHP website, [parks.ny.gov](http://parks.ny.gov), and the interface for tools and applications. OPRHP does not expect the Contractor to redesign the functionality of existing or planned online applications except where reasonable integration is critical to the user experience. OPRHP will have off-site links within the web page content to some of the existing and planned online applications—including but not limited to the Park Store, Reserve America, EMuseum, foreUP and the Cultural Resource Information System (CRIS).

In cooperation with OPRHP, the Contractor must develop HTML design templates for the parks.ny.gov site that incorporate NYS and OPRHP branding and must advise OPRHP staff in applying branding and templates to each application. OPRHP will not pay a license fee for any of the Products (deliverables) under this project. Title to all Products (deliverables) will be with OPRHP.

Bidders shall provide proposals that meet the mandatory requirements of this RFP. Mandatory Requirements must be met by the Bidder to have a conforming bid. Desirable requirements are options that OPRHP prefers, but Bidders are not obligated to propose.

These requirements set forth the functionality that OPRHP requires. OPRHP will evaluate proposals against these requirements to understand the extent to which they will meet OPRHP's needs. These requirements are written from OPRHP's point of view and define what the solution must accomplish.

#### Services Sought

##### A. Market Analysis and User Research (see 2.3)

- A.1. Detailed market research and analysis
- A.2. Usability testing
- A.3. User journeys and customer experience
- A.4. Methodology and recommendations

##### B. Information Architecture Design (see 2.4.1)

- B.1. Review and analysis of existing site content.
- B.2. Proposal of new information architecture, including site structure, taxonomies, and content types.
- B.3. Apply human centered design methods

##### C. UI/UX Design and Branding (see 2.4.2)

- C.1. Design of web components that meet OPRHP's needs while conforming to NYS branding guidelines, Exhibit 5
- C.2. Backend user interface designs that are easy and intuitive enough for non-technical users.

##### D. Development (see 2.5)

- D.1. Drupal development, front and back end.
- D.2. Custom modules and theming.
- D.3. Complete component set based on the NYS Branding Guidelines.
- D.4. Additional features and components as needed.

##### E. Migration (see 2.6)

- E.1. Detailed migration plan that accounts for all existing and needed content, including tags, meta-data, images, and files.
- E.2. Automated migration of all content where reasonable.
- E.3. Manual content migration plan, training, and tracking mechanism.
- E.4. Content QA Plan.

**F. Quality Assurance and Acceptance Testing (see 2.6.3)**

- F.1. QA plan that integrates OPRHP as UAT approvers.
- F.2. Visual and functional testing.
- F.3. Comprehensive accessibility testing.
- F.4. Automated testing where reasonable to reduce manual reviews.
- F.5. Useability Test Plan

**G. Knowledge Transfer and Training Plan (see 2.7)**

- G.1. Technical support documentation and customization work documentation performed on Drupal modules.
- G.2. Exports of all materials, including discussions, comments, and decisions contained in team collaboration / project management tools.
- G.3. Maintenance scripts or other post launch tools or features.
- G.4. Training for OPRHP website administrator team and content authors.

**H. Deployment and Launch (see 2.8)**

- H.1. Continuous Integration and Deployment workflows using Acquia Pipelines.
- H.2. Launch planning.
- H.3. Post-launch planning.

**I. Delivery of Product and Documentation (see 2.9)**

- I.1. A repository containing all code developed during the project.
- I.2. A repository containing all scripts and supporting tools created during the project.

**J. Project Support and Maintenance and Ongoing Enhancements (see 2.10 and 2.11)**

- J.1. Two (2) years post-launch technical support. This includes all Drupal Core updates, Modules updates (custom and contribute), PHP, and other necessary platform upgrade remediations.
- J.2. 800 additional developer hours for additional enhancements.

Additional functionality considered within scope of the project:

- An adaptable system to address future functionality/module addition.
- Exposing certain content via API to be ingested by the Parks mobile app.
- The ability to securely update content using the State of New York Enterprise Single Sign On's Active Directory to set up user access to Drupal and have OPRHP administrators manage permissions within Drupal.
- HTML templates (including CSS, JavaScript, and other assets) to be used by Parks applications to match look and feel.
- Implementation of Acquia Pipelines as the Continuous Integration tool.
- Creation of a robust set of automated testing tools.
- Seamless integration with Acquia Edge (Cloudflare based).
  - This includes a 95% cache hit rate.
- XML sitemap generator.
- Functionality that allows content editors to create layouts in a table-like format from a WYSIWYG tool.
- Employing of bread crumb trail functionality on each page that is created and updated automatically when pages are created or moved.
- Creating SEO functionality that is compliant with current webmaster protocols that include, but is not limited to:
  - Dynamic tag and universal metadata;
  - Ability to properly populate individual page tag and metadata fields;
  - Ability to set up file name conventions, including dynamic file names; and
  - Automated scaling of images for various breakpoints.

- Tracking of all tasks and project deliverables through the NYS ITS Jira.
- All code will be stored in an assigned NYS ITS GitHub repository.
  - All custom features will be fully documented in the repository's accompanying wiki.

### **Auditing and Compliance:**

- Code and Site Configuration
  - OPRHP will request periodic reviews from ITS and NYS Digital Services to verify best practices are being followed, including accessibility compliance.
- Branding
  - OPRHP will request a branding review from NYS Digital Services to verify branding guidelines are being followed.
- Content
  - OPRHP will request a content review from NYS Digital Services to verify content type best practices are being followed.
  - OPRHP may require various internal groups to UAT their respective content during the migration.
- Security
  - NYS requires a security scan of the site before launch and will periodically test the site after launch.
- Acquia
  - Acquia Professional Service will perform an in-depth audit before the site launches which will be evaluated by OPRHP and ITS.
- Audit
  - OPRHP and ITS will perform an in-depth audit before the site launches.
- Performance
  - The website will require a performance test before launch to be performed by OPRHP and ITS and the vendor is required to provide support.
  - Contractor will disclose any non-cacheable functionality, including, but not limited to, unique-to-each-user pages and authenticated sessions.

### **Out of Scope**

- A. Hosting – Hosting will be done on the Acquia Cloud as part of the ITS environment.
- B. Existing applications work, except for those listed in Technical Environment with Section 1.3 Purpose.
- C. Development within the NY State Parks Explorer App;

## **2.2 General Project Requirements/Deliverable Acceptance**

The procedure for transmittal of all Deliverables shall be as follows:

- Prior to submitting a final written Deliverable for Acceptance by OPRHP, the Contractor will be required to submit a draft, (one (1) hard copy and one (1) electronic copy) that will be reviewed by OPRHP, NYS Digital Services and the Contractor. The Contractor shall address known deficiencies or nonconformities, prior to submitting final deliverable.
- The Contractor shall provide Deliverables to OPRHP and NYS Digital Services with two (2) copies of the signed Deliverable Transmittal Form (see Exhibit #2).
- OPRHP shall sign and date both copies upon receipt and return one (1) indicating receipt of the Deliverable(s).
- Following review of the Deliverable(s), OPRHP will issue to the Contractor a Letter of Deliverable Acceptance (see Exhibit #3) or Letter of Deliverable Rejection (see Exhibit #4) of the Deliverable(s).



- If a Deliverable is rejected by OPRHP, OPRHP will identify in the Letter of Deliverable Rejection the deficiencies or nonconformities of the Deliverable(s) and a time frame to correct such deficiencies or nonconformities.
- The Contractor shall correct the identified deficiencies or nonconformities and shall do so within the time frame specified in the Letter of Deliverable Rejection. The Contractor may continue to work on other tasks while Deliverable(s) deficiencies or nonconformities are rectified, unless OPRHP notifies the Contractor, in writing, that a particular deficient or nonconforming task within a Deliverable must be fixed prior to proceeding with the other tasks.
- Once the Contractor has resolved the issues to the satisfaction of OPRHP, the Contractor shall resubmit the Deliverable to OPRHP and NYS Digital Services with two (2) copies of the signed Deliverable Transmittal Form.

OPRHP will review draft documents and return comments for revision of the draft to the Contractor. OPRHP will send a memo to the Contractor, indicating any required changes. The Contractor will incorporate changes.

Draft written Deliverables shall demonstrate due diligence in meeting the scope and requirements of the associated final written Deliverable. All Deliverables shall:

- Satisfy the scope and requirements for that Deliverable; and
- Be presented in a format appropriate for the subject matter and depth of discussion.

### **2.3 Market Analysis and User Research**

OPRHP's audience covers a wide range of user groups including casual weekend visitors, dedicated beach goers, daily dog walkers, multi-generations of longtime campers, family summer vacationers, friends on a getaway, hikers and experienced adventurers, history and architecture fans, students on a nature education outing, preservationists looking for grants, job seekers, locals who live nearby and long-haul international visitors, to name a few. While the type of visitor may vary, a unifying and universal need is the importance of providing easy access to accurate and engaging information about the destinations and programs they seek.

OPRHP would like to optimize the experience of and encourage the use of its services and resources amongst its target audiences. The work to be performed will support and develop OPRHP strategic communications goals, including the detailed discovery of ways to enhance the OPRHP brand development and the recognition of OPRHP administered programs and services. When complete, the Contractor will have:

- Identified the most effective methods for reaching OPRHP's target audiences;
- Identified how to create and display accessible and informative content on OPRHP's websites and outreach materials; and
- Determined opportunities to improve and diversify OPRHP's content and service delivery for specific audience groups.

OPRHP requires that the Contractor conduct market research and a complete website audit. Within this work, at a minimum, the Contractor shall:

- Conduct a complete website review with a focus on the design, reliability, and usefulness of the content that will be presented to OPRHP and will be used to assist in the design of the site's new IA and content plan;
- Familiarize themselves with the existing data and IA structures in use with other ny.gov branded sites to help inform the content plan;
- Interview project stakeholders and interview users to gain an understanding of business and customer needs;

- Conduct customer research through industry-standard quantitative and qualitative methods
- Conduct useability testing on new creative and information architecture.
- Conduct research into design patterns and industry best practice sites with similar interactions to serve as a reference during the design phase;
- Propose any additional market research tasks that their experience recommends, including, but not limited to, surveys, A/B testing, etc.;
- Assess current brand assets, strengths, and weaknesses;
- Use NYS ITS's JIRA to develop user stories and develop personas for common users that can give human-centric grounding to all design and development decisions;
- Create profiles to illustrate OPRHP's audience in real, human-centric ways related to their use of OPRHP material and information technology in general;
- Create journey/experience maps/storyboards/wireframes;
- Identify priority user journeys;
- Identify who uses and who does not use OPRHP's site;
- Determine steps to optimize and streamline user journeys;
- Apply any additional necessary human-centered design method to help identify user groups and their top tasks;
- Compare common market competitors within the outdoor recreation industry, travel and tourism sector, and cultural attractions and destinations.

At the conclusion of research and analysis, the Contractor will present and submit a well-formatted, discovery report presentation explaining the chosen methodology as well as containing an overview and project recommendations that are grounded in the Analysis and Research phase when this phase is completed to OPRHP and NYS ITS. The Contractor shall also present their findings and recommendations to OPRHP leadership and communication staff, showing, in detail, how the creative plan (1) was determined based upon research and testing, (2) is achievable and sustainable moving forward, (3) can be implemented and (4) how it addresses the strengths, weaknesses, and opportunities previously identified.

## **2.4 Information Architecture, Design, and Branding**

### **2.4.1 Information Architecture (IA)**

The Contractor must develop, in conjunction with OPRHP Project Leads, an intuitive, all-inclusive, easy-to-use, and editable IA that will serve as the foundation for the new OPRHP website. The Contractor must provide the following:

- A review of OPRHP's existing navigational structure (see parks.ny.gov) and recommendations based on findings from content inventory and market research findings.
- A review of content types based on a review of the existing site, including fields, metadata (inc. SEO and social media related), and taxonomies.
- Redesigned IA.
- Sitemap for future site.
- A navigational schema that provides an improved navigational structure.

- Wireframes, prototypes, or other mock-ups required to plan and track the process, and obtain OPRHP's approval for the redesigned homepage, landing pages and other pages necessary for this project.

#### **2.4.2 Design and Branding**

The Contractor must provide a design for parks.ny.gov that combines style and function appropriate to meet OPRHP objectives specified herein and users' needs, including a visual design that:

- Provides an updated, clean, and welcoming look and feel as determined by OPRHP, which inspires the public to use the website and the information, transactions, and services provided;
- Follows the most current NYS Branding Guidelines for fonts, palettes, photos, and graphics to bolster both functionality and aesthetic considerations;
- Incorporates the NYS universal header and footer;
- Incorporates a Contact Us page as defined by ITS;
- Incorporates appropriate social media icons, links and or feeds, as determined by OPRHP, that can be added, edited, and deleted as needed;
- Allows OPRHP site administrators to update web tool variables through the CMS where reasonable.

Following research and analysis, the Contractor will:

- Design visual mockups in a modular/template/extensible manner so that visual templates and sections can be applied to cover all wireframe (or non-wireframed) instances; and
- Design visual mock-ups for, at minimum, the homepage, a park page, historic site page, landing page and a program page.
- Visual mock-ups must include functionality for smartphone, tablet, and desktop views; and
- Batch visual designs for reviewers.

All templates that are designed by the Contractor must be approved by OPRHP.

## **2.5 Development**

### **2.5.1 Development Environment**

A development and staging environment will be provided by NYS Digital Services on an Acquia Cloud Enterprise platform.

Code deployments to the development environment must utilize Acquia Pipelines. Promotion to Staging can be automated or manual. Production deployments must be coordinated with ITS and the ITS Change Management Office and include a well-documented pull request.

### **2.5.2 Development**

The Contractor must develop the new parks.ny.gov website using the latest stable version of Drupal using modules already in Drupal Core or via contributed modules that are covered under the [Drupal Security Policy](#) (exceptions may be made by OPRHP) and no modules targeted for depreciation. Custom module usage should be limited. Undisclosed deviations found during audits may cause rework.

The Contractor will:

- Complete regular sprint planning with OPRHP, and NYS staff as appropriate;
- Work with OPRHP project manager to align sprints and project plans, including providing weekly status updates for reporting;
- Perform weekly or, as necessary as required by OPRHP, backlog management with OPRHP;
- Provide velocity updates to OPRHP PM during each sprint;
- Provide a demo of functionality to OPRHP and allow up to three business days of user acceptance testing at the end of each development sprint;
- Revisit discovery and design as necessary to solve challenges encountered during development; and
- Proactively work with OPRHP to arrange audits at various stages of development.

### **2.5.3 General Website Requirements**

The Contractor must consider all General Website Requirements in their approach and develop the best solution(s) or implement an alternative method(s) to achieve the same requirement goal. General website requirements may be found in RFP Exhibit 6:

The Contractor will:

- Provide recommendations on how best to achieve the necessary requirements.
- If solutions are not available, the contractor will proactively work with OPRHP to provide recommendations on how the requirement or portions of the requirement could be achievable.

### **2.5.4 Themes and Modules**

The Contractor will:

- Create a theme that follows NYS Branding Guidelines. All community modules must be supported by the Drupal.org security team, unless approved by NYS Digital Services;
- Follow Drupal.org best practices for custom modules;
- Avoid excessive use of custom code, redundant code, poorly commented or formatted code, as that may result in rework;
- Specify any non-standard hardware, software, or 3<sup>rd</sup> party services necessary for the Drupal implementation and for continued hosting by OPRHP's designated Hosting Service Provider (ITS enterprise Acquia Cloud); and
- Support and consult as necessary during development.

### **2.5.5 Responsive Design and Mobile Compatibility**

The Contractor must develop a website that prioritizes the delivery of content to mobile devices, while keeping the desktop version compliant with branding. Several breakpoints are predefined, but analytics and research will determine the requirements for OPRHP site. A separate domain for mobile traffic, mobile apps, and any solution that provides different content based on the device are not acceptable.

The Contractor must provide:

- General recommendations for content as it relates to mobile engagement; and
- Highly performing mobile interface(s) with low page load times (e.g., bandwidth and processing).

### **2.5.6 Browser Capability**

The Contractor must format the site to meet any and all current browser and software operating system requirements on the most common hardware platforms.

Additionally, the Contractor must ensure that all foreign alphabet symbols and characters appear properly on any and all current browsers when viewed on OPRHP's site. NYS Executive Order 26 [https://www.governor.ny.gov/sites/default/files/atoms/files/EO\\_26.1.pdf](https://www.governor.ny.gov/sites/default/files/atoms/files/EO_26.1.pdf)

### **2.5.7 Analytics Platform**

The Contractor must work with OPRHP to implement Google Analytics for use by OPRHP to continually monitor and measure key performance indicators for the purpose of improving the site and overall user experience. The new site pages, coding, data, and metadata must be optimized during development to provide data once the site is launched. Google Analytics Drupal module and Google Tag Manager must be properly installed and configured for the new site.

The Contractor must:

- Provide optimization of the current web metrics tools and implement other tools as agreed to by OPRHP; and
- Provide dashboards and reports that will be used to inform OPRHP executives, managers, and staff about website performance on an ongoing basis.

### **2.5.8 Accessibility Support**

The Contractor must develop a website that complies with [New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology](#). Websites must conform to the most current version of the Web Content Accessibility Guidelines (“”) adopted by the World Wide Web Consortium (“W3C”) for accessibility, or any successor guidelines.

Any network-based information applications development, or programming, including, but not limited to, websites delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, Executive Law Section 170-f, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified or superseded (the “Accessibility Policy”). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to all users, including those with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by OPRHP and/or their designees and any report on the results of such testing must be satisfactory to OPRHP.

## **2.6 Migration**

### **2.6.1 Content Migration Plan**

OPRHP currently has over 300 web pages, with most using one of three templates. OPRHP expects that an automated script using comment codes (See Exhibit 1 for samples of existing template web page coding) can be used to migrate the majority of existing content into new placeholder pages. The remaining pages would require manual migration by the Contractor. OPRHP program staff would make final adjustments to pages manually before launch.

The Contractor must produce an optimized migration plan for a small group of OPRHP content editors.

The Contractor must:

- Develop and provide a content migration plan that describes in detail the most reasonable option for existing site content (including, but not limited to, page copy, links, documents, and media files) to be inventoried and migrated to the new website;
- Explore all reasonable means of content identification, including, but not limited to, database, file system, analytics, server logs, etc.;
- Provide a content migration map for use in transitioning content to the appropriate areas of the new website;
- Work with OPRHP to define a quality assurance plan for content migration; and
- Include a 404-monitoring process after site launch and a process to fix broken links.

### **2.6.2 Migration Execution**

- Create any new placeholder pages needed for migration of existing content;
- Develop any migration scripts needed to execute content migration plan;
- Manually migrate over content text from remaining web pages;
- Create a folder structure for all assets, including but not limited to, images, video files, documents, and any other types of files that OPRHP wants to post online;
- Migrate all assets into the new Drupal system-folder structure with associated tagging; and
- In collaboration with OPRHP the Contractor shall create redirects from the current website for users and bots to find the new locations of selected top-visited pages.

### **2.6.3 Quality Assurance (QA) and User Acceptance Testing**

The Contractor must conduct extensive testing prior to deployment of the new website to ensure that the website is completely operational with no defects.

The Contractor must conduct usability acceptance testing throughout the project to ensure that the new website meets the needs of OPRHP including but not limited to adhering to NYS accessibility and language access guidelines, Drupal coding best practices, and security testing.

The Contractor must provide:

#### **A. Quality Assurance Test Plan**

- Creation of the test plan will begin with development. It should describe the testing cycles and the duration of each cycle. The cycles should conform to best practice, but ideally would be performed throughout development as requirements are fulfilled and repeated at the end of development;
- All requirements described in Exhibit 6 Website Requirements should be represented by one or more test cases within the test plan;
- Each test case will have clear pass or fail conditions to determine if each requirement is present and functioning correctly;
- The initial test plan and all subsequent versions must be reviewed and approved by OPRHP; and
- Provide status updates of quality assurance testing that include defect logs.

#### **B. User Acceptance Testing**

- Vendor shall provide test environment for OPRHP users to perform testing.
- Vendor shall provide all test cases and scripts, including all specific steps required for testing each and every function, for OPRHP approval.

- User acceptance testing should begin after Quality Assurance testing is performed and initial bugs identified and resolved.
- Vendor shall provide a way for OPRHP to submit bugs.
- Vendor shall hold triage meetings with OPRHP to review bugs and set priority, decide on backlog items.
- Results of usability acceptance testing, ranked by severity and degree of importance;
- An Action Plan for addressing any usability issues; and
- Resolution of usability issues as prioritized with OPRHP..

The Contractor must provide QA testing steps during development to OPRHP Project Manager (PM) via Jira. Testing steps may be shared with subject matter experts for audits or other purposes at OPRHP's discretion. Some common testing focuses that the Contractor must include are:

- Web Content Accessibility Guidelines (WCAG) 2.1, AA;
- NYS language accessibility guidelines;
- Coding best practices using Drupal coding standards;
- Cross-browser and mobile device testing; and
- Functionality and design.

A formal site audit will be completed by OPRHP and ITS prior to launch. The Contractor will provide assistance during the evaluation. Some common audit focus areas include:

- Adherence to best practices;
- Quality of custom code;
- Security;
- Performance tuning;
- Site configuration; and
- Maintainability.

All issues must be resolved by the Contractor and accepted by OPRHP and appropriate parties.

## **2.7 Knowledge Transfer and Training**

The Contractor must provide knowledge transfer necessary for OPRHP website administrators to manage and maintain the new website, and the knowledge necessary for OPRHP to train and manage all levels of the agency's content editors and website administrators. Provide OPRHP and ITS with training materials for review before sessions are held.

The Contractor must present and provide to OPRHP a Training Plan that includes but is not limited to:

- Training materials for OPRHP website administrators and individual user roles;
- How-to directions and hints embedded directly into the backend user interface where appropriate; and
- Training materials for OPRHP staff that includes the creation and implementation of content governance compliant page copy.

The Contractor must present and provide to OPRHP, ITS, and NYS Digital Services:

- An Operating Procedures Manual that documents all code functionality;
- Code comments following Drupal documentation standards for all custom code;
- Commit messages and pull-request descriptions accompanying all deployment requests; and
- A Technical Runbook that documents all connections, processes, and other dependencies beyond the standard platform.

The Contractor is required to maintain up to date documentation and if change occurs, provide updated documentation for the documentation noted above.

## **2.8 Deployment and Launch**

The Contractor must provide a well-defined Deployment and Launch Plan approved by OPRHP and NYS Digital Services. It must also include rollback and restore procedures.

Any scripts necessary for implementing the new website must be developed or supplied by the Contractor.

The Contractor must fully deploy the new site in accordance with the approved Deployment and Launch Plan.

## **2.9 Delivery of Product and Documentation**

The Contractor must supply complete documentation on any component, configuration or custom modules the Contractor developed at any time for the duration of the project.

All materials including, but not limited to, artifacts, rights to artwork and photographs, and source code, created during and used within the project must be compiled and made available to OPRHP at any time during the development of the product. These materials are to be delivered to OPRHP and ITS at the time of final acceptance of the final website and any subsequent enhancements or upon request of OPRHP. All materials used to arrive at the website design must also be included (e.g. items created in Photoshop, Illustrator, wireframe source files, etc.).

All information and materials received hereunder by the Contractor from OPRHP are, and shall remain, the sole and exclusive property of OPRHP, and the Contractor shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Contractor. All intellectual property created by the Contractor hereunder as a product or as a service to OPRHP shall be the sole and exclusive property of OPRHP. The Contractor hereby transfers and assigns to OPRHP all proprietary and intellectual property rights in such property.

The Contractor hereby agrees to take all necessary and appropriate steps to ensure that custom products developed under this Contract are protected against unauthorized copying, reproduction, dissemination, and marketing by or through the Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques, and experience developed under this Agreement in the course of the Contractor's business.

The Contractor grants to OPRHP a perpetual, nonexclusive, royalty-free, unlimited use license to use, execute, reproduce, display, modify, and distribute any pre-existing software, tools, or techniques delivered by the Contractor under this Agreement.

Any written reports, opinions, and advice rendered by the Contractor shall become the sole and exclusive property of OPRHP, and the Contractor shall have no right, title, or interest in or to any such information or materials by virtue of their use or possession hereunder by the Contractor. (See also RFP Section 2.16 Ownership and Title to Deliverables)

## **2.10 Project Support and Maintenance**

The Contractor must provide support and maintenance for the new website during the Contract, including but not limited to:

- Following 'NYS ITS standards for release and deployment'
- Immediate resolution of any production defects, code-based security vulnerabilities, project omissions, and website failures;



- Ongoing phone and email support from 8:00 am to 5:00 pm Eastern time for OPRHP and NYS ITS; and
- Resolving stack configuration issues resulting from custom work, including caching and security;
- Supporting CSS revisions, PHP script changes, theme customization, etc.;
- Upgrading to all new releases of Drupal and community-supported Drupal modules;
- Implementation of version control for migrations across various environments, e.g., Testing to Development to Production;
- Providing two (2) months of post launch support to address all bugs and break/fix items; and
- Advising on-site metrics software configuration.

General maintenance includes:

- All Drupal core and contribute module updates, with all security updates, must be applied within one week unless deemed “Highly Critical” with no mitigating factors, in which case they should be applied within 24 hours.
- Immediate response to site outages.
- Remediation of errors preventing customers from using the site.
- Any changes required to code or configuration related to platform updates, such as PHP upgrades or CDN updates.
- Troubleshooting any application and functionality issues with OPRHP staff.
- Resolving issues such as site stability and performance with OPRHP and NYS ITS.

## 2.11 Ongoing Enhancements

The proposal must include a support plan that includes both general maintenance and support as outlined in the RFP, including Section 2.10 Project Support and Maintenance .

In addition to Contractor’s improvement cycle, the Contractor must allocate 800 senior developer hours to develop and implement OPRHP-specific additional enhancements. This is to be above and beyond any of the updates and improvements defined in Section 2.10 and elsewhere in this RFP, at no additional cost to OPRHP.

When OPRHP seeks such development, OPRHP will work with the Contractor to determine a mutually agreed upon schedule and scope of work.

## 2.12 State and Federal Requirements

Upon completion, the website must meet the requirements of the standards listed below:

- [Advertisements, Endorsements and Sponsorships on State Entity Websites NYS-P10-001;](#)
- [NYS Web Browser Support Standards as outlined in NYS-S15-004;](#)
- [NYS-P08-005 Accessibility of Information Communication Technology](#)
- [Web Content Accessibility Guidelines](#) developed by the World Wide Web Consortium (W3C); 2.1, AA
- [NYS-S05-001 New York State Universal Web Navigation;](#)
- NYS Branding Guidelines (Exhibit 5)
- [NYS-S14-007 Encryption Standards;](#)
- [OPRHP’s Privacy Policy](#)
- [Domain Names for State Government Agencies](#)

## 2.13 ITS and NYS Digital Services Coordination Requirements

The Contractor and/or its subcontractor(s), as required by OPRHP, must:

- Coordinate with OPRHP, ITS, and NYS Digital Services to ensure compliance with NYS direction, policies, and project goals;

- Compile and deliver all artifacts and source code created during the project to both OPRHP and ITS when requested, at the end of the build phase, and at the end of the term of the Contract. All materials used to arrive at the website design will also be included (e.g. Photoshop files, Illustrator files, wireframe source files, multimedia files, etc.); and
- Be responsive and timely in any audit indication, serving as liaison for audit, identifying focals, milestones, changes in scope, resource allocation, etc.
- Hold meetings at least weekly to present and discuss overview of the work completed by the vendor staff, understanding of resource changes, engagement of any third parties (sub-contractors, etc.), changes in product delivery,
- Coordinate on an ongoing basis the methodology, resource allocation, risks and project schedule with OPRHP, ITS, and NYS Digital Services including but not limited to the following milestones:
  - beginning of the project
  - completion of each project phase.

## 2.14 Key Personnel

The Proposer shall present the project staffing plan with proposed staff and reporting relationships, including sub-contractors. This plan must detail both the staff and executive management assigned to the project, as well as how the project will be managed by the Proposer's organization.

The Proposer must provide a resume for each individual identified as "key personnel". The staffing plan should propose any additional roles that the proposer deems necessary for the success of this project.

OPRHP shall consider the following positions, to be provided by the successful Proposer, as essential to the ongoing work and success of the project and shall be termed "Key Personnel." The Contractor must retain at least one person in each of these titles:

1. Project Manager
2. Web Designer
3. Senior Drupal Developer
4. Content Specialist
5. Drupal Architect
6. User Experience Specialist
7. Quality Assurance Specialist
8. Marketing Specialist
9. Business Systems Analyst

1. **Project Manager:** Project Manager will be responsible for directing the work of Contractor personnel and will serve as the primary point of contact for the project management activities with OPRHP. This person must have the authority to act for the Contractor in all aspects of the project management services to be performed by the Contractor or Sub Contractor. They must possess at least five (5) years of experience managing website analysis/design and build projects. Project Management (PMP and Agile) certifications are required; Scrum Master certification is preferred. Experience must have included the following areas:

- Managing large, multi-functional IT projects using Agile methodology;
- Working with a project team to determine schedule, including key milestones and project checkpoints;
- Tracking project risks, issues, and deliverables throughout the life of a project;
- Tracking performance against the project baseline;

- Ensuring quality communication across diverse project teams (required to provide project status updates to OPRHP Project Manager);
  - Facilitating project meetings and communicating with diverse stakeholders;
  - Managing project tasks and activities of subcontractors (as applicable); and
  - Ensuring all deliverables are met on time, within the budget and conform with specified requirements on completeness and quality.
2. **Web Designer(s):** The web designer(s) assigned to the project must possess at least four (4) years of experience designing websites in the following areas:
- Designing website architecture, navigation and layout;
  - Designing for mobile devices and tablets;
  - Designing for different platforms and browsers;
  - Designing backend user interfaces;
  - Analyzing and testing usability of websites; and
  - Implementing accessibility requirements for persons with disabilities at the WCAG 2.1, AA level required for this project.
3. **Senior Drupal Developer(s):** The Drupal developer(s) assigned to the project must possess at least two (2) years of experience in developing websites using Drupal 8 or higher, with the following experience:
- Developing Drupal themes and sub-themes
  - Advanced site-building experience, including deep familiarity with Drupal modules, such as CTools, Views, and Panels;
  - Working with continuous integration tools such as Travis CI, Acquia BLT, and Acquia Pipelines;
  - Working collaboratively using Git and Git Flow;
  - Developing Drupal custom modules and utilizing code-based configuration management;
  - HTML, JavaScript, and CSS;
  - Responsive web design;
  - Using accessibility validation tools;
  - Migrating existing content into Drupal content management system; and
  - PHP.
4. **Content Specialist(s):** The content specialist(s) assigned to this project must possess at least two (2) years of experience auditing the content of complex websites, including the following areas:
- Large scope content migration, planning and implementation;
  - Content categorization using taxonomies;
  - Document organization and associated metadata;
  - Working with various teams across a large organization to create a cohesive content plan; and
  - Working with images, video, and other media.
5. **Drupal Architect:** The architect must be a senior level developer who possesses at least four (4) years of experience designing complex Drupal websites in the following areas:
- Working across teams and disciplines to identify and define solutions, such as custom code, information architecture, application integrations, platform performance, project/sprint planning, and advanced problem solving;
  - Translating client requirements into technical requirements;

- Providing guidance and expertise to the rest of the team;
  - Enforcing standards and best practices; and
  - Strong dev-ops fundamentals.
6. **User Experience Specialist:** The UX specialist must have two (2) years' experience in the role, working on mixed use websites that perform both marketing and informational functions, including:
    - Performing usability tests;
    - Documenting and presenting to findings;
    - Working with external UX teams.
  7. **Quality Assurance Specialist:** The QA specialist must have two (2) years' experience in role, using Agile methodology to test dynamic, component-based websites.
  8. **Marketing Specialist:** Marketing Specialist must have at least four (4) years of experience in the role and possess the skills necessary to attract visitors to New York's state parks and historic sites through: an engaging and informative website experience, including analyzing web traffic and other data; utilizing Drupal to integrate with automation platforms for marketing purposes; and using effective digital marketing strategies to provide relevant and helpful content for users.
  9. **Business Systems Analyst:** The Business Systems Analyst must have at least four (4) years' experience in the role, (an understanding of Agile methodologies preferred) and be able to:
    - Translate technical complexities to project stakeholders, ensuring thorough understanding of design decisions.
    - Work closely with the Project Team to ensure analysis activities are properly estimated and included in the project schedule.
    - Work with the Project Team to ensure requirements analysis stays within scope or enact a change request if the scope needs to be revisited.
    - Validate that solutions meet business needs by developing, maintaining, and executing test plans.
    - Coordinate quality assurance testing and testing efforts including documenting and reporting user feedback and noted defects.
    - Develop training and user support materials.
    - Provide project support as needed.

#### **2.14.1 Continuous Performance of Key Personnel**

Key Personnel shall be available to perform Contract requirements within 20 business days from the Contract execution date. Unless explicitly authorized by OPRHP or specified in the Proposal, Key Personnel shall be assigned as a dedicated resource in an identified role. Key Personnel shall perform continuously for the duration of the Contract, or such lesser duration as specified in the Technical Proposal. Key Personnel shall not be allowed to change roles within the project without the approval of OPRHP.

#### **2.14.2 Substitution of Personnel**

OPRHP considers the continuous performance of all initially assigned Contractor personnel to be critical to the success of the project. Contractor personnel include employees and agents, and Subcontractor employees and agents performing work at the direction of the Contractor under the

terms of the Contract awarded from this RFP. Key Personnel may not be substituted by the Contractor from working under the Contract without the prior written approval of OPRHP. For the purposes of this section, the following definitions apply:

- **Extraordinary Personnel Event:** means leave under the Family Medical Leave Act; or an incapacitating injury or incapacitating illness; or other circumstances that, in the sole discretion of OPRHP, warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing their job duties under the Contract.
- **Incapacitating:** means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the Proposer's Technical Proposal.

### **2.14.3 Substitution Prior to Contract Execution**

Prior to Contract execution or within thirty (30) business days after Contract execution, the Proposer may substitute proposed Key Personnel only where vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the Proposer must demonstrate to OPRHP's satisfaction the event necessitating substitution and that the Proposed substitution(s) shall have equal or better skill level, qualifications, and experience determined at OPRHP's sole discretion. Proposed substitutes deemed by OPRHP to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

### **2.14.4 Contractor Personnel General Substitution Provisions**

The following provisions apply to circumstances of Contractor Key Personnel substitutions for positions described in Section 2.14 Key Personnel.

The Contractor shall demonstrate to OPRHP's satisfaction that the proposed substitute has equal or better skill level, qualifications, and experience, as determined solely by OPRHP, to those of the Contractor personnel proposed to be replaced.

1. The Contractor shall ensure any departing personnel's project knowledge is transferred to the substitute and any change in personnel will not delay the project.
2. If there is a change of staff, the Contractor cannot change the roles of identified Key Personnel.
3. The Contractor shall provide OPRHP with a substitution request that shall include:
  - a. A detailed explanation of the reason(s) for the substitution request;
  - b. The resume of the proposed substitute, signed by the substituting individual and their formal supervisor;
  - c. The official resume of the current personnel for comparison purposes;
  - d. Evidence of any required credentials; and
  - e. A detailed explanation of the Project Knowledge Transfer plan. Where possible, the plan shall include confirmation that replacement personnel shall work with outgoing personnel for at least two weeks.
4. OPRHP may request additional information concerning the proposed substitution. In addition, OPRHP may interview the proposed substitute personnel prior to OPRHP deciding whether to approve the substitution request.
5. OPRHP will notify the Contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit of the requested substitution. OPRHP will not unreasonably withhold approval of a proposed Contractor personnel replacement.

6. If OPRHP denies the proposed substitute personnel, the Contractor will propose additional substitute personnel for consideration until a satisfactory personnel replacement is deemed suitable and accepted by OPRHP.

## **2.15 Security/Confidentiality Requirements**

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

### **Security During the Course of Delivering Contract Services**

1. The Contractor shall be solely responsible for the safety and security of all OPRHP project components during the term of the engagement.
2. The Contractor shall be responsible for and shall correct any failure or theft of any component or portion of the project due to inadequate physical and/or information security at its cost and expense.
3. The physical security and the information security of project data shall be provided at a level commensurate with that normally established for a similar modern system.

## **2.16 Ownership and Title to Deliverables**

Upon completion of a fully functioning website and exhaustion of the developer hours required as part of *Section 2.11 Ongoing Enhancements*, or upon mutual agreement with the Contractor and OPRHP, OPRHP will assume full responsibility for website content maintenance and administration. All Product, including content, coding and graphics provided by the Contractor will become the sole property of OPRHP.

## **2.17 Use of OPRHP and NYS Logos**

The Contractor is not permitted to use in any manner OPRHP logos, or any official mark of NYS without prior approval by OPRHP. OPRHP reserves the right, in its sole discretion, to withhold approval. In the event OPRHP so approves such use, then any use of the logos or official marks shall strictly comply with the terms and conditions set forth by OPRHP.

## **2.18 Patent/Copyright Indemnification**

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

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

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

applicable and OPRHP shall be refunded for any amount paid for the period during which usage was not feasible.

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

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## 3. Proposal Submission

### 3.1 General Proposal Requirements

This RFP is framed to present the business needs of OPRHP. OPRHP expects that respondents will demonstrate their competency and the breadth and depth of knowledge in this area by helping OPRHP understand how the Bidder's Proposal will meet OPRHP's needs.

Proposals containing false or misleading statements, or which provide unverifiable details, may be rejected. If in the opinion of OPRHP such statements are intended to mislead OPRHP in their evaluation of the Bidder's Proposal, OPRHP reserves the right to reject said Proposal.

Administrative requirements can be found in *Section 3.2.3 Administrative Proposal*. Information regarding MWBE goals can be found in *Section 6.8 Equal Employment Opportunities*.

### 3.2 Proposal Format and Content

The Bidder must provide a response that clearly and precisely provides all required information. Emphasis should be placed on conformance with RFP instructions, responsiveness to the RFP requirements and clarity of the intent. Proposals that do not comply with these instructions or do not meet the full intent of all the requirements of this RFP may be subject to scoring reductions during the evaluation process or may be deemed non-responsive. OPRHP does not require, nor desire, any excessive promotional material which does not specifically address the response requirements of this RFP.

For OPRHP to evaluate bids fairly and completely, Bidders are strongly encouraged to follow the format set forth herein and provide all of the information requested. All items identified below should be addressed as concisely as possible for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.

Bidders are encouraged to include all information that may be deemed pertinent to their proposal. Bidders may be requested to provide clarification based on the State's evaluation procedure. Any clarification will be considered a formal part of the Bidder's original proposal. If further clarification is needed during the evaluation period, OPRHP will contact the Bidder.

A page should be 8-1/2" x 11", single-sided, single spaced with a font size equivalent to a size 10 font "Times New Roman" and one (1) inch margins.

#### 3.2.1 Technical Proposal

The Bidder's Technical Proposal should include detailed written responses that demonstrate an understanding of the proposed work and should include all the following. Only information included in the proposal will be evaluated. Web links that are provided with a Proposal will not be accessed and information within such links will not be considered for evaluation.

##### 3.2.1.1 Cover Letter

The cover letter should confirm that the Proposer understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP. Further, should the contract be awarded to your company, you would be prepared to begin services as illustrated in the RFP Schedule. The cover letter should include the full contact information of the person(s) OPRHP shall contact regarding the proposal and must also include the name(s) of principal(s) of the company responsible for this contract, their function, and title.

##### 3.2.1.2 Minimum Qualifications - Experience

Bidders must submit information to confirm their ability to meet the minimum qualifications of this RFP as set forth in *Section 1.4 Minimum Bidder Qualifications*:

The Proposer must provide a description of how long the contractor has been solutioning and developing custom websites and content management systems. This description must include the details that meets *Section 1.4.1 Experience*.



### **3.2.1.3 Minimum Qualifications - References**

The Proposer must complete and submit the Reference Form (Attachment 3) listing three (3) references. Up to two alternate references may be provided, for a total of five. The information for each reference must include names, titles, addresses, E-mails, and telephone numbers, and a brief statement detailing the work completed for the reference. In order to avoid any possible conflict of interest and/or appearance issues, actual or apparent, references must not include OPRHP employees or staff. The contact person for the listed reference must be available for interviews by telephone and must have direct first-hand knowledge of the Proposer's work on the listed project.

In the event that the named contact person is unavailable when contacted, OPRHP will contact the next available reference in order (including any alternates) until three responses have been obtained. If three responses have not been obtained after attempting to contact all potential references, OPRHP will allow up to five business days for responses to be provided, during which time responses will be accepted in the order they are received until a total of three responses have been obtained. Once three responses have been obtained no further responses will be accepted.

References will be verified to determine that the work was of a similar scope and nature. Other criteria such as timeliness, responsiveness, ability to meet contract terms, appropriate skills to conduct tasks, and whether or not the performance was satisfactory will be assessed. Failure to obtain three satisfactory responses may deem the Proposer non-responsive. A satisfactory (passing) response will be one in which answers to the reference questions produce a score of at least eighty percent (80%).

The Proposer's qualifications and experience must be established to the satisfaction of OPRHP. As evidence of its experience and abilities, the Proposer must provide verifiable client website project references for projects where the Proposer:

- Researched the client's needs;
- Audited, inventoried and migrated appropriate content of the existing website to their new website;
- Designed, planned, and managed all work; and
- Launched with a public launch date that occurred within the last four (4) years.

Sites being referenced by the Proposer must:

- Be available to be viewed by OPRHP live on the Internet; and

References should demonstrate the Proposer's ability to successfully redesign and launch websites for other organizations such as a government, university, or other client having a website with a complexity like that of OPRHP. Those references should include similar deliverables as listed in Sections 2.2. - 2.10 of this RFP. A minimum of two (2) of the references must be from projects for which the Proposer has designed and launched a website using Drupal 8 or higher.

The Proposer is solely responsible for providing references that are readily available to be contacted by OPRHP and will respond to reference questions. OPRHP strongly encourages the Proposer to notify each reference that their contact information has been provided to OPRHP and that OPRHP will be contacting them to verify the Proposer's work experience as it pertains to this RFP's project scope. Failure of any of the Proposer's submitted references to respond to OPRHP inquiries within five (5) business days may result in the Proposer's Proposal being disqualified from further consideration.

### **3.2.1.4 Proposer Experience**

The Proposer must provide a detailed explanation of their experience and how it directly relates to this project.

### **3.2.1.5 Project Management**

The project will be managed and run in accordance with best practices promoted by the Project Management Institute (PMI) and accepted by New York State. The project will adopt the software industry's best practices, approaches, and tools and will adhere to the Software Development Life Cycle framework (SDLC). Agile methodology is preferred.

The Proposer shall propose a deliverable package structure and project approach in accordance with their proposed Project Management methodology, provided that the first deliverable is an updated and comprehensive project plan.

The Proposer should submit an executive level summary of the proposed project approach. This summary must contain an overview of the project management plan, schedule, and approach while highlighting the unique aspects of the Proposer's response and qualifications.

A high-level Project Management Plan must be included with each Proposal, and must provide sufficient detail to permit the Technical Evaluation Team to:

- Assess the Proposer's degree of understanding of the requirements and deliverables.
- Assess the ability of the Proposer to plan and manage the daily operations of the project, for the duration of the term of the Contract; and
- Assess how well the Proposer describes usability acceptance.

The Project Management Plan must provide the specific elements described below:

1. A brief summary of the strategies and methods the Proposer will use to achieve the deliverables listed in Sections 2.2 - 2.11 in the most complete and cost-effective way;
2. A high-level Project Schedule which includes:
  - a. A base timeline to complete all deliverables listed in Sections 2.2 - 2.11 within one (1) year after the Contract is fully executed;
  - b. At a minimum, the project schedule must describe the logical progression of the project, and must include all phases, deliverables, milestones and proposed dates when those milestones will be completed;
  - c. The project schedule must also include approvals, periodic review and approval check points prior to the completion of each deliverable; and
  - d. The name and a description of the project management tool or methodology that will be used to track the progress of the project by the Contractor's Project Manager, which must include critical path charts that describe all the tasks, durations, predecessors and resources allocated;
  - e. The proposed approach to produce each deliverable they identify as necessary for project completion. Include the specific methods, tasks, proposed staff, risks to timely and effective completion, and risk mitigation strategies.
  - f. A preliminary work breakdown structure and the estimated start and end dates for each deliverable and its requisite activities. This section must include a detailed project schedule showing milestones tied to deliverables. Time shall be expressed in workdays.

3. A matrix which details a complete staffing plan for the project:
  - a. Identifying all staff (including Subcontractors that will be utilized), and including the names, titles, resumes, and locations of all Key Personnel to be dedicated to this project, and if necessary, timing for hiring each new staff member;
  - b. Each staff member's specific role, responsibilities, and qualifications;
  - c. How each staff member will be used for the various components, tasks, and functional areas of the project plan; and
  - d. The amount of time each staff member will allot to each task. If Subcontractors are identified, the Proposer must also describe the value of each Subcontractor to the project. The Proposer must describe the estimation methodology it used to determine the matrix and all assumptions it makes in the planning, staffing, and management of this project;
4. The Proposer should outline a Communication plan that will include frequency of regular progress meetings and written status/progress reports; and
5. The Proposer should describe any innovative project management techniques that they may employ.
6. The Proposer shall describe any limitation of support and maintenance services.
7. The Proposer should describe potential risks that may impact project completion and propose mitigation plan.
8. The Proposer should outline a Quality Assurance plan.
9. The Proposer should describe Key Performance Indicators (KPIs) and how they will be tracked.

#### **3.2.1.6 Key Personnel**

The Proposer must name the individuals who will be assigned to this project and document, with specifics, how their experience meets the minimum experience requirements detailed for each of the respective titles in Section 2.14 Key Personnel.

The Proposal must include resumes of Key Personnel that will be assigned to this project by the Proposer and, if applicable, its Subcontractors.

All staff, including Subcontractors' staff must meet the minimum experience outlined in Section 2.14 to be assigned to the respective Key Personnel roles. Proposer should use their own best judgment in determining any additional staff that may be required.

#### **3.2.1.7 Case Study**

The Proposer must provide a case study narrative for a website redesign, content audit, full migration, and Drupal 8 or higher implementation project that was successfully completed within the last five (5) years. The case study must be from one of the required references detailed in Section 3.2.1.3.

- A. The case study must demonstrate the Proposer's experience working with a client having a website of a complexity similar to that of OPRHP.
- B. The Proposer must provide contact information for the case study including client names, contact information (phone number and email), and URL for the site.
- C. The case study must describe:
  - The original scope and goals of the project;
  - The methodologies the Proposer used to accomplish the project;

- How the Proposer used its expertise and innovative thinking to accomplish the project goals; and
- How the case study demonstrates the Proposer's ability to perform its obligations for this project.

### **3.2.1.8 Diversity Practices**

Bidder must provide their Diversity Practices form located at the link provided, <https://parks.ny.gov/documents/business/forms/DiversityPracticeQuestionnaire.pdf>. Additional sheets should be attached as necessary to fully describe your company's Diversity Practices.

### **3.2.2 Bidder's Financial Proposal**

Bidder shall submit a completed "Attachment 1 – Financial Proposal" in a separately sealed package within the proposal submission and must be clearly identified as the Financial Proposal as indicated in *Section 3.3 Packaging of RFP Proposals*. Each item must be completed with no lines omitted.

Bidder shall not modify or change the form, provide alternative pricing, or deviate from the Financial Proposal form; doing so may render the bid non-responsive and may result in it being eliminated from further evaluation. Add-on costs that do not conform with "Attachment 1 – Financial Proposal" will not be evaluated, will be disregarded as extraneous and will not be considered. Alternative pricing methodologies will not be considered and may result in the rejection of the proposal.

### **3.2.3 Administrative Proposal**

#### **3.2.3.1 Cover Letter**

- Extraneous terms, if applicable
- Request for exemption from Disclosure, if applicable

#### **3.2.3.2 Completed Forms Due with Bid**

Bidders must submit the following Attachments and forms with their proposal (please see *Section 1.13 List of Appendices, Attachments, Exhibits and Forms* for access to hyperlinks, as applicable):

- Attachment 1 – Financial Proposal
- Attachment 3 – References
- [Lobbying Law Certification](#)
- [Non-Collusive Bidder Certification](#)
- [NYS Finance Law §139-I and Executive Order No. 177 Certification](#)
- [Vendor Responsibility Attestation](#)

#### **3.2.3.3 Completed Forms Due Upon Tentative Award**

Should the contract be awarded to your company, you must submit the following forms within ten (10) business days of Tentative Award notification. If not received within this time period, OPRHP reserves the right to make Tentative Award to the next ranked bidder:

- [Public Officers Law](#)
- [Encouraging Use of New York State Businesses in Contract Performance](#)
- [Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement](#)
- [Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia](#)
- [FORM A State Consultation Services - Contractor's Planned Employment](#)
- [ST-220-CA: Contractor Certification to Covered Agency](#)
- Proof of Insurance per Appendix F - Insurance Requirements

**Every signature page of an e-mail submission must be a scanned copy of the original ink signature. Electronic signatures are not acceptable.**

### 3.3 Packaging of RFP Proposals

All bids must be received at or before the time specified and at the place designated for the bid opening. A late bid will not be eligible for consideration unless no bids were received when due. All bids and accompanying documentation submitted in response to this RFP will become the property of OPRHP and will not be returned. The resulting contract will include a copy of the specifications and the successful Bidder's Bid.

Bid submissions MUST be addressed to the designated contact listed on the cover page of this RFP.

The Technical, Financial and Administrative proposal (*Section 3.2 Proposal Format and Content*) should be separated and identified within the submission package.

- Where signatures are required, the proposals designated as originals shall have a handwritten signature and be signed in ink.
- OPRHP discourages overly lengthy proposals. Therefore, marketing brochures, user manuals, or other materials beyond those sufficient to present a complete and effective proposal are not desired. In order for OPRHP to evaluate proposals fairly and completely, proposals should follow the format set out herein to provide all requested information. The Bidder should not repeat information in more than one section of the proposal. If information in one section of the proposal is relevant to a discussion in another section, the Bidder should make specific reference to the other section, rather than repeating the information.
- Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation team.
- If a discrepancy is found between the electronic and hardcopy proposal (if available), the original hardcopy will prevail.
- All volumes must be packaged separately, be clearly identified and should contain page numbers.
- Financial Proposals must be submitted in a separate, sealed envelope containing only the Financial Proposal.
- For Electronic submissions, the Financial Proposal must be a separate file.

#### 3.3.1 *Hardcopy Bids*

Hardcopy submissions should be separated as follows:

	Physical Copy of Electronic Submission	Hardcopies	
Administrative Proposal	One (1) Copy in a standard, searchable PDF format on a flash drive.	Two (2) Originals	Two (2) Copies
Technical Proposal	One (1) Copy in a standard, searchable PDF format on a flash drive.	Two (2) Originals	Two (2) Copies
Financial Proposal	One (1) Copy in a standard, searchable PDF format on a flash drive.	Two (2) Originals	Two (2) Copies

The hardcopy bid shall be submitted in a sealed envelope marked in the lower left-hand corner with the following information:

**PROPOSAL ENCLOSED**  
**RFP C003648**  
**Website and Drupal Content Management System Implementation**  
**Proposal Submission Due May 20, 2024, 3:00 PM ET**

### 3.3.2 **Electronic Submission / E-Mail Bids**

E-Mail submissions should be separated as follows:

	<b>Electronic Submission</b>
Administrative Proposal	One (1) Copy in a standard, searchable PDF format.
Technical Proposal	One (1) Copy in a standard, searchable PDF format.
Financial Proposal	One (1) Copy in a standard, searchable PDF format.

Every signature page of an Electronic submission must be a scanned copy of the original.

Bidders are permitted to submit their proposal in multiple email submissions should any circumstance prevent a one-email submission. If any specific file or element (e.g.: Attachment 1; Attachment 2; etc.) is duplicated, the element received latest will be considered for evaluation and all other same elements will be disregarded.

The bid shall be submitted via e-mail to [ServiceContracts@parks.ny.gov](mailto:ServiceContracts@parks.ny.gov) with the subject of the e-mail clearly marked with the following information:

**Proposal Enclosed – RFP C003648 Website and Drupal Content Management System Implementation - Due 05/20/2024 3:00 PM ET**

### 3.4 **Modification or Withdrawal of Bids**

Bid modifications that are submitted in writing and signed by an authorized representative of the bidding firm will be considered for award if received at the place of the bid opening any time prior to the scheduled bid opening. Bids may be withdrawn or cancelled prior to the scheduled bid opening. A bid may be rejected by OPRHP: if it shows any alteration of terms, conditions or requirements; for any other irregularities; if it is incomplete, or if it offers an alternate bid not invited by the specifications.

### 3.5 **Proposal Clarification**

OPRHP reserves the right to require a Bidder to provide clarification and validation of its proposal through any means OPRHP deems necessary. Failure of a Bidder to cooperate with OPRHP's efforts to clarify or validate proposal information may result in the proposal being labeled as non-responsive and given no further consideration.

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## 4. Proposal Evaluation

### 4.1 Best Value

Pursuant to State Finance Law, the basis for contract award under this RFP will be “best value,” optimizing quality, cost, and efficiency among responsive and responsible Bidders.

### 4.2 Proposal Clarification

OPRHP reserves the right to require a Bidder to provide clarification and validation of its proposal through any means OPRHP deems necessary. Failure of a Bidder to cooperate with OPRHP’s efforts to clarify or validate proposal information may result in the proposal being labeled as non-responsive and removed from further consideration.

### 4.3 Evaluation Process Overview

There will be three phases to the evaluation process. Proposals which pass Phase One of the evaluation will be further evaluated in Phase Two. Only the highest ranked proposal will advance to Phase Three.

#### 4.3.1 Phase One Evaluation – Proposal Screening

All timely submitted proposals will be evaluated in Phase One. Each proposal will be screened for completeness and conformance with OPRHP’s requirements for proposal submission as specified in this RFP. Proposals which do not meet the requirements may be labeled as non-responsive and may not be given further consideration. All proposals that pass this stage of the evaluation process will be further evaluated in Phase Two.

#### 4.3.2 Phase Two Evaluation – Technical and Financial Evaluation

##### 4.3.2.1 Technical Evaluation (64 Points)

Bidders who pass Phase One of the evaluation will receive Technical Evaluation. Scoring will be based on Bidder’s responses as submitted in their Technical Proposal.

##### 4.3.2.2 Diversity Practices (1 Point)

Bidder must provide their Diversity Practices on the form provided here: <https://parks.ny.gov/documents/business/forms/DiversityPracticeQuestionnaire.pdf>. Additional sheets should be attached as necessary to fully describe your company’s Diversity Practices. All available points will be awarded based upon the answers provided on the “Diversity Practices Questionnaire.”. Points will not be awarded based on a company’s status as a certified MWBE firm. Pursuant to §310(22) of Article 15A of New York State Executive Law, “Diversity Practices” shall mean the Contractor’s practices and policies with respect to:

1. Utilizing certified minority and women-owned business enterprises in contracts awarded by a state agency or other public corporation, as subcontractors and suppliers; and
2. Entering into partnerships, joint ventures or other similar arrangements with certified minority and women-owned business enterprises as defined in this article or other applicable statute or regulation governing an entity’s utilization of minority and women-owned business enterprises.

##### 4.3.2.3 Financial Evaluation (20 points)

Bidder’s Financial proposal will be scored concurrently and separately from the Technical Evaluation. Scoring will be based on Bidder’s response as submitted in their Financial Proposal. Bidders who submit financial proposals with blank bid line items grant OPRHP the right to interpret such line items to have zero associated charge.

The Financial Evaluation shall be scored as follows:

$$\text{Points Awarded for CBE} = \frac{\text{LBS}}{\text{CBE}} \times 30 \text{ Points}$$

CBE = Contract Total of Current Financial Bid being Evaluated

LBS = Contract Total of Lowest Financial Bid Submitted

#### **4.3.2.4 Oral Presentation (15 points)**

Proposers who OPRHP has designated as Finalists will be required to make an oral presentation to clarify and support representations made in the written proposal. The purpose of the oral presentation is to provide OPRHP with a greater understanding of how specific services will be supplied and to clarify any necessary information in the Proposal. Contractor's Project Manager, Drupal Architect, and Content Specialist must participate in the Proposer's oral presentation. The oral presentation will be virtual via Webex or similar platform.

Each Finalist will be contacted with one week-notice to arrange for the oral presentation portion of the evaluation. At that time, OPRHP will provide each Finalist with detailed information regarding what must be presented. These details will expand upon the summarized information contained below in Demonstration Scope.

Finalists will have up to two (2) hours to present their proposal, demonstrating a deep understanding of OPRHP's requirements and their plan to address those requirements. Following their proposal, there will be a Q and A session where Finalists will answer questions about their proposal.

OPRHP reserves the right to seek clarification from the Proposer of any information garnered during Oral Presentations.

The Oral Presentation will not be an opportunity for the Proposer to cure material omissions in their proposal and is not a substitute for a well-written proposal.

The Finalist's Oral Presentation must not reference its proposed costs or any details of its Cost Proposal, as this is evaluated separately.

#### **Demonstration Scope**

1. Vendor Experience- include introduction of key personnel; highlight involvement with Drupal community; discuss method for staying current with Drupal advances; knowledge of and experience with designing/coding Drupal websites using available modules.
2. Project Plan- describe project management methodology that the Proposer recommends and why. Provide an overview of how project deliverables will be met, risks assessed and mitigated; changes to scope, resources or schedule handled.
3. Website Feature List- highlight any features which pose a challenge to incorporate into completed Drupal website.
4. Migration Approach- highlight anticipated migration approach and any challenges; discuss document and image management.

#### **4.3.3 Phase Three Evaluation – Reference Qualification Evaluation (Pass/Fail)**

References provided on "Attachment 3 – References" will be independently verified by OPRHP and will be scored on a pass/fail basis in accordance with Section 3.2.1.3 Minimum Qualifications - References for the top ranked, apparent awardee only.



#### 4.4 Final Ranking/Contract Tentative Award

The contract will be awarded to the Bidder whose proposal obtains the highest aggregate score. The table below summarizes the evaluation point distribution:

Step	Evaluation Component	Points
1	Initial Screening	N/A
2	Technical Proposal	64
3	Cost Proposal	20
4	Diversity Practices	1
5	Oral Presentation	15
	TOTAL	100

If Bidders receive the same final score, OPRHP will use the following tie breaking mechanisms in the order listed to determine the final ranking:

1. The Bidder's Financial Score
2. Oral Presentation Evaluation Score
3. Determination by the Commissioner of OPRHP

#### 4.5 Written Notification

Written notification of OPRHP's selection will be furnished to all responding bidders, and a final contract shall be mailed or delivered to the recommended awardee. If the selected bidder fails to execute and return the contract to OPRHP within the time allotted, OPRHP reserves the right to reject the selected bidder's bid and select the next ranked bidder that will best promote the public interest. If all bids are rejected, each solicited bidder will be so notified.

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## 5. General Bidding Requirements/Terms

### 5.1 General Requirements

With the submission of a response to this Request for Proposals, the Bidder agrees to the proposal conditionals outlined in this section.

Bidder affirms acceptance of and compliance with all requirements and specifications outlined in this RFP. If any part of the work required by this RFP is subcontracted, the Contractor is responsible for all requirements identified in this document.

### 5.2 Solicitation

This RFP is a solicitation for proposals, not an offer for a contract.

### 5.3 Liability

Neither OPRHP nor the State of New York shall be liable for any costs incurred by a Bidder in the preparation and production of any proposal, or for any work performed prior to the award of a formal contract.

### 5.4 State's Rights to Proposals

By submitting a proposal, the Bidder agrees not to make any claim for, or have any right to damages because of any misinterpretation or misunderstanding of the specifications, or because of any misinformation or lack of information. OPRHP reserves the right to exercise the following:

- Change any of the scheduled dates herein;
- Amend RFP Requirement(s) after their release to correct errors or oversights, or to supply additional information as it becomes available and if so, notify all potential Bidders on the Agency-maintained Bidders List;
- Withdraw the RFP, at its sole discretion without any obligation or liability to any vendor;
- Eliminate any mandatory, non-material requirement that cannot be complied with by all of the prospective Bidders;
- Evaluate, accept and/or reject any and all proposals, in whole or in part, and waive technicalities, irregularities, and omissions if, in OPRHP's judgement, the best interests of OPRHP will be served. In the event compliant bids are not received, OPRHP reserves the right to consider late or non-conforming bids as offers;
- Require the Bidder to demonstrate, to the satisfaction of OPRHP, any information presented as part of their proposal;
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an Offeror's proposal and/or to determine an Offeror's compliance with the requirements of this solicitation;
- Disqualify any Bidder whose conduct and/or bid fails to conform to the requirements of the solicitation;
- Use proposal information obtained through OPRHP's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to OPRHP's request for clarifying information in the course of evaluation and selection under this RFP;
- Prior to the bid opening, determine a tie-breaking mechanism for award of the Contract to serve the best interests of OPRHP and the State of New York;
- Negotiate with the successful Bidder within the scope of the RFP to serve the best interests of OPRHP and the State of New York;
- Conduct Contract negotiations with the next ranked responsible Bidder should OPRHP be unsuccessful in negotiating an Agreement with the selected Bidder;
- Conduct negotiations with the next ranked responsible Bidder should the awarded Contractor fail to implement these Services upon approval of the Contract;
- If OPRHP must terminate the Contract for non-performance or the Contractor is unable to maintain the support required, OPRHP reserves the right, with the approval of the Attorney General and the Office of the

State Comptroller, to award a contract to the next highest ranked Bidder of the original bid submission within the first twelve (12) months of the contract start date;

- Utilize any or all ideas submitted in the proposals received;
- Make an award under the RFP in whole or in part; and
- Seek revisions of proposals.

Bids containing false or misleading statements, or which provide project contacts that do not support an attribute or condition claimed by a Bidder, may be disqualified from consideration. If, in the opinion of OPRHP, a statement is intended to mislead OPRHP in its evaluation of the bid, and the attribute, condition, or capability is a requirement of the RFP, the bid shall be disqualified from consideration.

## **5.5 Freedom of Information Law**

The Contractor's bid to OPRHP, including accompanying documents, is subject to the Freedom of Information Law (FOIL) found in Article 6 of the N.Y. Public Officer Law. FOIL provides that certain records are exempt from disclosure, including those that contain (1) trade secrets, (2) information that, if disclosed, would cause substantial injury to the competitive position of your organization, or (3) critical infrastructure information. Records may be redacted to protect only the portions of documents that fall within a FOIL exemption. An entire document may not be withheld if only a portion of the document is exempt from disclosure. Blanket assertions that information is a trade secret, confidential, or proprietary are insufficient to justify withholding information under FOIL. If the Contractor identifies information seeking an exemption from public disclosure due to the above-mentioned reasons such request will be reviewed and a determination will be made as to whether the information is exempt from disclosure under FOIL. However, such submissions seeking non-disclosure will not be considered unless it is accompanied with an explanation justifying the privilege. The State's determination may be appealed pursuant to POL §89(5)(c). Pursuant to POL §87(2)(b), the State, without having to request it, will redact information that "if disclosed would constitute an unwarranted invasion of personal privacy."

## **5.6 Bid Security**

Each Bidder's bid will be held in strict confidence by OPRHP/State of New York staff and will not be disclosed except to the Office of the Attorney General and the Office of the State Comptroller as may be necessary to obtain approvals of those agencies for the final Contract and except as required by law.

Public inspection of the bids is regulated by the Freedom of Information Law (Article 6 of the New York State Public Officers Law). The bids are presumptively available for public inspection. If this would be unacceptable to Bidders, they should apply to OPRHP for trade secret protection for their bid.

The public officers' code of ethics (Section 74 of the Public Officers Law) sets the standard that no officer or employee of a State agency shall disclose confidential information that he acquires during the course of his official duties. These standards control the confidentiality of a Bidder's bid unless OPRHP grants a petition for records access in accordance with the Freedom of Information Law.

Bidders should be advised that the confidentiality of their proposals is founded upon statute, as described above. A nondisclosure agreement, whether prescribed by OPRHP or the Bidder, would not alter the rights and responsibilities of either party under the Freedom of Information Law. Bidders should not propose a nondisclosure agreement for OPRHP employees, for that would be legally ineffective to alter any legal responsibility under the Freedom of Information Law or the code of ethics.

The provisions of the Freedom of Information Law will also govern the confidentiality of any and all products or services supplied by the successful Bidder.

## **5.7 Timely Submission**

The Bidders are solely responsible for timely delivery of their bid to the location set forth by the stated bid due date/time and are solely responsible for delays in receipt, including but not limited to those due to third-party carriers.

## **5.8 Bid Effective Period**

The Bidder's bid must be firm and binding for a period of at least 180 days following the proposal due date.

## **5.9 Bid Opening**

Bids will not be opened publicly. OPRHP reserves the right at any time to postpone or cancel a scheduled bid opening.

## **5.10 Bidder Proposal Clarification**

Prior to award, OPRHP reserves the right to seek clarifications, request proposal revisions, or to request any information deemed necessary for proper evaluation of proposals from all Bidders deemed to be eligible for Contract award. Failure of a bidder to cooperate with OPRHP's effort to clarify a proposal may result in the proposal being labeled as non-responsive and be given no further consideration.

Additionally, OPRHP reserves the right to use information submitted by the Bidder in response to OPRHP's request for clarifying information in the course of evaluation and selection under this RFP.

## **5.11 Bid Evaluation and Selection**

See *Section 4.4 Final Ranking/Contract Tentative Award*, regarding bid selection and point allocation. Submitted bids may be reviewed and evaluated by any personnel or agents of OPRHP, other than those associated with a competing Bidder.

## **5.12 Contract Negotiations and Authorized Negotiators**

During contract negotiations, OPRHP must have direct access to Bidder personnel who have full authority to make commitments on behalf of the Bidder. Bidders must include as part of their proposal any restrictions under which their primary negotiators will operate.

## **5.13 Bid Review and Contract Approval**

The Contract resulting from this RFP will not be effective until approved by the Office of the Attorney General and the Office of the State Comptroller.

## **5.14 Debriefing Sessions**

A debriefing is available to any entity that submitted a proposal or bid in response to a solicitation ("Bidder"). A Bidder will be accorded fair and equal treatment with respect to its opportunity for debriefing. Debriefing must be requested in writing by any bidder within fifteen (15) calendar days of OPRHP notifying the unsuccessful bidders that another vendor was selected. A bidder's written request for a debriefing must be submitted to the Designated Contact. The debriefing will be scheduled within ten (10) business days of receipt of written request by State Parks or as soon after that time as practicable under the circumstances.

## **5.15 Bid Protest Procedure**

OPRHP procedures for handling protests of bid awards are set forth in *Appendix D - Bid Protest Procedures*.

## **5.16 NYS Finance Law § 139-I**

Pursuant to N.Y. State Finance Law § 139-I, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment

prevention guidance document, sexual harassment prevention policy, and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL:<https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

Pursuant to N.Y. State Finance Law § 139-I, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, OPRHP may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

### **5.17 Conformance to RFP**

Any exceptions or objections to the terms, conditions, and requirements of this RFP are governed by, and to be submitted in accordance with, the "Extraneous Terms" clause in Appendix B. Bidders are cautioned that any such exceptions or objections may render their bid non-responsive.

### **5.18 Encouraging use of New York State Businesses in Contract Performance**

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Each Bidder must complete and submit Encouraging Use of New York State Businesses in Contract Performance.

### **5.19 Bidder Assurances**

The Bidder warrants that it has carefully reviewed OPRHP's needs as described in the RFP and its attachments/supplements. Bidder also warrants that it has familiarized itself with OPRHP's specifications and that it can provide such services as described in the RFP and as offered in its Bid.

If awarded the contract, the Bidder agrees that it will perform its obligations hereunder in accordance with all applicable Federal, State and local laws, rules, and regulations now or hereafter in effect.

The Bidder further warrants and affirms that the terms of this RFP and any resultant contract do not violate any contracts or agreements to which it is a party and that its other contractual obligations will not adversely influence its capabilities to perform under the contract.

### **5.20 Vendor Responsibility Questionnaire**

If this or any other contract the Bidder has with the State of New York is valued at \$100,000.00 or more, OPRHP requires that the Bidder file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. However, the Bidder 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 <https://osc.state.ny.us/vendrep/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 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). Bidders opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website at <https://osc.state.ny.us/vendrep/index.htm> or may contact OPRHP or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Bidders must provide their New York State Vendor Identification number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's help desk at (866) 370-4672 or (518) 408-4672 or by e-mail at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

To be considered timely, questionnaires filed via the VendRep System require that a vendor certify a questionnaire no more than six months before the due date of the bid.

### **5.21 Tax Law §5-A**

Tax Law §5-a is effective with all solicitations to purchase issued by covered agencies on or after January 1, 2005. It applies to contracts where: (1) the total amount of such persons' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates, subcontractors, or affiliates of subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made; and (2) the contracts or agreements with State agencies or public authorities for the sale of commodities or services have a value in excess of \$100,000. This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, its subcontractors and affiliates of the subcontractors 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 Comptroller, or other approving agency, from approving a contract awarded to a vendor meeting the registration requirements but who is not so registered in accordance with the law.

Upon notice of potential award, the responsive Bidder may be required to submit, within ten business days of receipt of the notice, the New York State Tax Law §5-A Contractor Certification Forms (ST-220-CA and ST-220-TD). Failure to respond may render a Bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms to ensure compliance with the law.

Bidders may call the DTF at (800) 972-1233 for any and all questions relating to Tax Law §5-a and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF website [www.tax.ny.gov](http://www.tax.ny.gov).

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## 6. Contractual Requirements

With the submission of a response to this Request for Proposals, the Bidder agrees to all contract conditions outlined in this Section except that Bidders may propose changes as allowable in Appendix B, clause 10, Extraneous Terms.

### 6.1 RFP Order of Precedence

In the event of any inconsistency in or conflict among the document elements of the future contract identified herein, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the order set forth below:

1. Appendix A: Standard Clauses for New York State Contracts
2. Appendix B: General Specifications for OPRHP Contracts
3. RFP and Addenda, including any modifications by OPRHP and by official OPRHP's responses to questions.

### 6.2 Appendix A – Standard Clauses for New York State Contract

The terms of Appendix A, Standard Clauses for New York State Contracts, attached hereto, are hereby incorporated into this RFP and any resulting contract. The Contractor is required to adhere to all clauses.

### 6.3 Appendix B – General Specifications for OPRHP Contracts

The terms of Appendix B, General Specifications for OPRHP Contracts, attached hereto, are hereby incorporated into this RFP and any resulting contract and shall govern any situations not covered by this RFP or Appendix A.

### 6.4 Appendix C – Participation by Minority Group Members and Women with Respect to State Contracts

The terms of *Appendix C, Participation by Minority Group members and Women with Respect to State Contracts*, attached hereto, are hereby incorporated into this RFP and any resulting contract. The contractor is required to adhere to all clauses.

### 6.5 Appendix D – Bid Protest Procedures

OPRHP protest procedures are set forth in *Appendix D, Bid Protest Procedures*.

### 6.6 Appendix E – Consultant Disclosure Reporting

Contractor consultant disclosure reporting requirements are set forth in *Appendix E, OSC Consultant Disclosure Reporting Requirements*.

Chapter 10 of the Laws of 2006 amended State Finance Law §§8 and 163 by instituting new reporting requirements in contracts for consultant services. As a result of this amendment to the law, State contractors are required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked, and the amount paid to the contractor by the State as compensation for work performed by those employees. Chapter 10 of the Laws of 2006 expands the definition of contracts for consulting services to include any contract entered into by a State agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

In order to comply with these requirements, the Contractor is required to complete the State Consultant Services Contractor's Planned Employment From Contract Start Date Through the End of the Contract Term ("Form A"). The completed form must include information for all employees providing services under the Contract, whether employed by the Contractor or a subcontractor.

Additionally, the Contractor is required to submit annual employment reports to OPRHP, Office of the State Comptroller, and Department of Civil Service. This reporting will be accomplished through the State Consultant Services Contractor's Annual Employment Report ("Form B"). Form B must be submitted each year the contract is in effect and will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 - March 31).

Information regarding Consultant Disclosure Legislation, including where Form B must be submitted, can be obtained on the website of the Office of the State Comptroller at:

<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/18/C.htm>.

## **6.7 Appendix F Insurance Requirements**

OPRHP insurance requirements are set forth in *Appendix F, Insurance Requirements*.

## **6.8 Equal Employment Opportunities**

### **6.8.1 General**

The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract. In performing the Contract, the Contractor shall:

Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

The Contractor shall submit an EEO policy statement to the New York State office of Parks, Recreation and Historic Preservation within seventy-two (72) hours after the date of the notice by the New York State office of Parks, Recreation and Historic Preservation to award the Contract to the Contractor.

If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, the New York State office of Parks, Recreation and Historic Preservation may require the Contractor or subcontractor to adopt a model statement (see Form – Equal Employment Opportunity Policy Statement).

The Contractor's EEO policy statement shall include the following language:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
- b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law,



in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

### **6.8.2 Staffing Plan**

To ensure compliance with this Section, for those contracts reaching \$250,000 or greater, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

### **6.8.3 Workforce Utilization Report**

1. The Contractor shall submit a Workforce Utilization Report and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the New York State Office of Parks, Recreation and Historic Preservation on a quarterly basis during the term of the Contract.
2. Separate forms shall be completed by the Contractor and any subcontractors.
3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.

### **6.8.4 Compliance Law And All Other Statutory Provisions**

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

## **6.9 Procedures for Amendments**

*See Appendix B, Section 31, Modification of Contract Terms.*

Any request by the contractor to change or amend any part of the contract shall be made, in writing, to OPRHP and may be subject to approval by the Office of the State Comptroller and/or the Office of the Attorney General.

## **6.10 Conflict of Interest**

### **6.10.1 Organizational Conflict Of Interest**

To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to OPRHP.

1. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for OPRHP.
2. The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to OPRHP. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with OPRHP, to avoid, mitigate, or minimize the actual or potential conflict.

3. To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

#### **6.10.2 Personal Conflict Of Interest**

The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

1. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify OPRHP immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. OPRHP will notify the Contractor of the appropriate action to be taken.
2. The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise OPRHP which will advise the Contractor of the appropriate action to be taken.
3. Unless waived by OPRHP, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to OPRHP. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by OPRHP. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict-of-interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.
4. In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by OPRHP or first generated during contract performance, of a sensitive nature which should not be released without OPRHP's approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to OPRHP, Department of Health or the New York State Department of Law, any information or data provided by OPRHP or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of OPRHP. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to OPRHP so that OPRHP can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

#### **6.10.3 Remedies**

1. OPRHP may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to OPRHP, OPRHP may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Appendix or other applicable provisions of this contract regarding termination.

2. The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package.
3. The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by OPRHP.

### **6.11 Litigation Support**

If OPRHP becomes involved in litigation related to the subject matter of the resulting Contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Compensation may be negotiated.

### **6.12 Interpretation & Disputes**

Any dispute arising from this RFP, or from any resulting contract, shall be submitted in writing within seven (7) business days after the issuance of the award recommendation letter, to the Designated Contact provided on the cover of this RFP.

### **6.13 Relationship as Independent Contractor**

The relationship of the Contractor to OPRHP is that of an independent contractor, and the Contractor, in accordance with its status as such, covenants and agrees that it will conduct itself in a manner consistent with such status, that it will not hold itself out as an agent of OPRHP by reason of this agreement, and that no employee of the Contractor, by reason of this agreement, will claim to be an officer or employee of OPRHP or make any claim, demand, or application for any benefit, right, or privilege applicable to employees of the State of New York.

### **6.14 Payment Requirements**

The awarded Contractor will be compensated for each deliverable in "Attachment 1 - Financial Proposal."

Payment requests shall be made on forms mutually agreed upon by the Contractor and the Agency and shall include appropriate back-up documentation to support the request for payment. All payments will be made in accordance with Article XI-A of the State Finance Law.

All requests for payment must include an explanation and breakdown showing determination of all charges.

The Agency pays charges after the services and or/products are provided and does not pay in advance for these services and/or products. Fees paid for which it is subsequently determined that the Contractor was not entitled must be reimbursed to the Agency, and the Agency may do so by subtracting such fees from any payments that later become due to the Contractor under the Contract.

Payment shall be made as follows:

1. The Contractor shall submit to OPRHP for its approval, and for the audit and warrant of the State Comptroller, a proper invoice, receipts, and documents that verify the Contractor's expenditures as directed by OPRHP. The Contractor shall reference the contract number on the invoice.
2. Invoices should be submitted for services rendered and for acceptance by OPRHP to the following designated payment office:

Alison Lynch  
625 Broadway, 2<sup>nd</sup> Floor  
Albany, NY 12207  
[Alison.Lynch@parks.ny.gov](mailto:Alison.Lynch@parks.ny.gov)

3. Within fifteen (15) calendar days of receiving the invoice, OPRHP shall notify the Contractor of any mistakes on the invoice or if additional documents must be submitted. Once the Contractor has submitted

an invoice to OPRHP, OPRHP will review and audit the invoice and submit it for approval and payment in accordance with the requirements of the State Finance Law.

4. Contractor shall provide complete and accurate billing invoices to OPRHP in order to receive payment. Billing invoices submitted to OPRHP must contain all information and supporting documentation required by the Contract, OPRHP, and the State Comptroller. Payment for invoices submitted by the Contractor shall be sent to the address listed on the W-9 submitted by the Contractor with the returned, signed contract. In order to expedite payment, the Contractor may register for Electronic Funds Transfer by updating its registration with the Vendor Management Unit in the Office of the State Comptroller. Vendor support information is available at <http://www.sfs.ny.gov> as well as [helpdesk@sfs.ny.gov](mailto:helpdesk@sfs.ny.gov) and toll-free at (855) 233-8363.
5. Contractor shall agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Agency, in the Agency's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at [www.osc.state.ny.us](http://www.osc.state.ny.us), by e-mail at [HelpDesk@sfs.ny.gov](mailto:HelpDesk@sfs.ny.gov), or by telephone at (518) 457-7737 or toll free (877) 737-4185. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Agency has expressly authorized payment by paper check as set forth above.

### **6.15 CPI Price Adjustments**

Not applicable for this procurement.

### **6.16 Prime Contractor/Subcontractor**

The successful Bidder shall act as prime Contractor under the Contract and shall be held solely responsible for Contractor performance by the Bidder, its partners, officers, employees, sub-contractors and agents. The Bidder shall be responsible for payment of all Subcontractors and suppliers, including all third-party service providers contracted by or through the Bidder in performance of the Contract.

Where Services are supplied by or through the Contractor under the Contract, it is mandatory for the Contractor to assume full integration responsibility for delivery, installation, maintenance, performance and support services for such items, as applicable. The Contractor shall also be responsible for payment of any license fees, rents or other monies due third parties for Services or materials provided under the Contract.

Proposed subcontractors must be identified at the time of bid submission and are subject to the approval of OPRHP.

### **6.17 Diesel**

Contractor certifies and warrants that all heavy-duty vehicles, as defined in New York State Environmental Conservation Law (ECL) section 19-0323, to be used under this Contract will comply with the specifications and provisions of ECL section 19-0323, as well as any regulations promulgated pursuant thereto, including NYCRR Part 248; which, requires the use of Best Available Retrofit Technology (BART) and Ultra-Low Sulfur Diesel (ULSD) fuel.

### **6.18 Advertising**

The Contractor will not be permitted to use in any manner OPRHP logos, or any official mark of NYS without prior approval by OPRHP. OPRHP reserves the right, in its sole discretion, to withhold approval. In the event OPRHP so approves such use, then any use of the logos or official marks shall strictly comply with the terms and conditions set forth by OPRHP.

## **6.19 Termination Provisions**

In addition to the provisions for termination set forth in Appendix B, Section 51, Termination, the following apply:

### **6.19.1 Lobby Law Termination Provision**

OPRHP reserves the right to terminate this contract in the event it is found that this certification filed by the Contractor, in accordance with NYS Finance Law 139-k, was intentionally false or incomplete. Upon such finding, OPRHP may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this contract.

### **6.19.2 Termination Pursuant to Tax Law §5-a**

the Agency reserves the right to terminate this Contract in the event it is found that the certification filed by the Contractor in accordance with §5-a of the Tax Law was not timely filed during the term of the Contract, or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Agency may exercise its termination right by providing written notification to the Contractor.

### **6.19.3 Termination Pursuant to Vendor Responsibility (for Non-Responsibility):**

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

## **6.20 Vendor Responsibility Provisions**

The State must conduct business only with responsible entities.

### **6.20.1 General Responsibility**

The contractor shall, at all times during the Contract term, remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

### **6.20.2 Suspension of Work (for Non-Responsibility)**

The Commissioner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

## **6.21 Prevailing Wages / Payroll Certification**

Not Applicable for this procurement.

## **6.22 Contractor's Compensatory Liability**

If the Contractor fails to complete any of the specified services within the timeframe required, OPRHP reserves the right to have such work completed either by another company or with in-house staff. In any such event, the

Contractor shall be liable to reimburse OPRHP for all costs incurred to complete the work. OPRHP further reserves the right to collect such reimbursement from any outstanding payments due to the Contractor.

### **6.23 Warranties**

Contractor warrants that the services acquired under the resultant contract will be provided in a professional and workmanlike manner in accordance with industry standards.

All materials and workmanship provided under the resultant contract shall be warranted for a minimum of one year. Where the Contractor, Product manufacturer, or service provider generally offers additional or more advantageous warranties, such additional or more advantageous warranty shall apply. All warranties contained in the resultant contract shall survive the termination of the resultant contract.

### **6.24 Security Procedures**

Please note OPRHP locations may have on-site security policies that must be followed. The Contractor will work with OPRHP to obtain necessary clearances. The Contractor may be required to provide information such as, but not limited to, the company name, the employee's name (as it appears on valid driver license or photo identification), vehicle make, model and license plate, etc. to OPRHP.

### **6.25 Damages**

It is the Contractor's responsibility to replace or repair any property lost or damaged in the course of performing the contract through no fault of OPRHP. If, during the term of the contract, loss or damage to property occurs through no fault of OPRHP, OPRHP has the right to withhold monies from the Contractor equivalent to the costs of the loss or damage sustained until the property is returned by the winning bidder to the condition immediately preceding the loss or damage, either by repair or replacement. OPRHP will not be liable for any deductible through any claim and retains the right to inspect and reject insufficient repairs.

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## 7. Information Technology Requirements

### 7.1 New York State Information Technology Requirements

Contractor shall warrant, covenant, and represent that it shall comply fully with all technology and information security laws, policies and procedures of the State including but not limited to:

- New York State Information and Security Breach Notification Act (“ISBNA”) (General Business Law Section 899-aa; State Technology Law Section 208)
- Acceptable Use of Information Technology Resources Policy
- Information Security Policy
- Security Logging Standard
- Information Security Risk Management Standard
- Information Security Controls Standard
- Sanitization/Secure Disposal Standard
- Mobile Device Security Standard
- Remote Access Standard

ITS Security Policies and Standards may be found at <https://its.ny.gov/tables/technologypolicyindex>

Contractor shall document its information security policy, standards, and procedures, and shall make them available for review by OPRHP upon request.

### 7.2 Accessibility

The Contractor must supply TTY (teletypewriter) capability in compliance with the Americans with Disabilities Act.

In addition, Section 508 of the U.S. Department of Health & Human Services requires that all website content (web applications and web pages) be accessible to people with disabilities.

### 7.3 Unauthorized Data Use or Transmission

Contractor agrees that all Data provided by OPRHP or accessed by Contractor under the terms of the Contract shall be used expressly and solely for the authorized purposes set forth in the Contract. Data shall not be distributed, used, repurposed or shared across other applications, environments, or business units of the Contractor.

Contractor agrees that no Data provided by OPRHP or accessed by Contractor shall be transmitted, exchanged or otherwise passed to other contractors, agents, subcontractors or any other interested parties, except as expressly and specifically agreed to in writing by OPRHP.

Contractor agrees that no Data provided by OPRHP or accessed by the Contractor under the terms of the Contract will be processed on or transferred to any portable computing device or any portable storage medium, unless that device or storage medium is a necessary and approved component of the authorized business processes covered in the Contract.

Contractor shall hold OPRHP harmless from any damage or loss, including a consequential financial loss, arising from the acts or omissions of the Contractor, its subcontractors, officers, employees, or agents related to the unauthorized activities described herein while providing services under this Contract.

In addition, in the event that any Data is lost or destroyed because of any act or omission of the Contractor or any non-compliance with the obligations of this RFP and its resultant Contract, then Contractor, at its own expense, shall restore such Data as soon as feasible. Contractor shall reimburse OPRHP for any costs incurred by OPRHP in correcting, recovering, recreating, restoring or reprocessing such Data or in assisting therewith.

### 7.4 System Requirements for Information Security

The System must comply with the most recent version of NYS Information Technology Policy, Information Security no. NYS-P03-002 and its associated policies and standards (<https://its.ny.gov/eiso/policies/security>).

## 7.5 Breach of Data and Private Information

Access to OPRHP's Data, including "private information" as defined in the New York State Information and Security Breach Notification Act ("ISBNA"), which is set forth in General Business Law Section 899-aa and State Technology Law Section 208, shall be restricted to those Contractor employees and subcontractors who need to access the information to perform the services under this RFP.

The Contractor shall maintain a list of employees and subcontractors who have access to this Data and provide the list to OPRHP upon request.

The Contractor must notify OPRHP of any suspected or actual breaches of Data, including Data that contains private information" pursuant to the ISBNA, immediately upon discovery.

The Contractor shall hold OPRHP harmless from any damage or loss, including a consequential financial loss, resulting from a breach of Data including Data that contains "private information."

## 7.6 Ownership of Data

All Data is owned exclusively by OPRHP and will remain the property of OPRHP. Contractor is permitted to use Data solely for the purposes set forth in the RFP and the resulting Contract, and for no other purpose. At no time shall the Contractor access, use, or disclose any confidential information (including personal or financial) for any other purpose. The Contractor is strictly prohibited from releasing or using Data or information for any purposes other than those purposes specifically authorized by OPRHP. Contractor agrees that Data shall not be distributed, used, repurposed, transmitted, exchanged or shared across other applications, environments, or business units of the Contractor or otherwise passed to other contractors, agents, subcontractors or any other interested parties, except as expressly and specifically agreed to in writing by OPRHP.

## 7.7 Data Migration

The Contractor shall integrate Data from existing sources, as received from or as transferred under the authority of OPRHP.

## 7.8 Transfer and Destruction of Data

Upon the request of OPRHP or upon expiration or termination of the resultant contract, all Data will be transferred in a form acceptable to OPRHP, to OPRHP or other designated entity within seven (7) business days.

## 7.9 Storage of Data, Access and Location

OPRHP shall have access to its Data at all times, through the term of the Contract.

The Contractor must ensure that all Data related to this Contract is stored within the Contiguous United States (CONUS), in a controlled access environment, to ensure Data security and integrity. Contractors have adequate security systems in place to protect against unauthorized access to the facilities and Data stored therein. The Contractor shall not send or permit to be sent to any location outside of the CONUS, any Data related to this Contract. Contractor will provide OPRHP a list of the physical locations where the Data is stored at any given time and will update that list if the physical location changes. Access into and within the facilities must be restricted through an access control system that requires positive identification as well as maintains a log of all accesses (e.g., date and time of the event, type of event, user identity, component of the information system, outcome of the event). The Contractor shall have a formal procedure in place for granting computer system access to the Data and to track access. Access for projects outside of those approved by OPRHP is prohibited.

The Contractor shall not copy or transfer Data unless authorized by OPRHP. In such an event the Data shall be copied and/or transferred in accordance with the provisions of this Section. The Contractor shall not access any Data for any purpose other than fulfilling the system service requirements. The Contractor is prohibited from Data Mining, cross tabulating, monitoring OPRHP's Data usage and/or access, or performing any other Data Analytics other than those required within the Contract. At no time shall any Data or processes (e.g., workflow, applications, etc.), which either are owned or used by OPRHP be copied, disclosed, or retained by the Contractor or any party related to the Contractor. The Contractor is allowed to perform industry standard back-ups of Data.



### **7.10 Request for Data by Third Parties**

Unless prohibited by law, the Contractor shall notify OPRHP in Writing within 24 hours of any request for Data (including requestor, nature of Data requested and timeframe of response) by a person or entity other than OPRHP, and the Contractor shall secure Written acknowledgement of such notification from OPRHP before responding to the request for Data.

Unless compelled by law, the Contractor shall not release Data without OPRHP's prior written approval.

### **7.11 Access to Security Logs and Reports**

Upon request, the Contractor shall provide access to security logs and reports in the event of a Data breach or other such Incident. Such logs may be redacted to limit information disclosure to only that which is pertinent to the engagement and services provided.

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**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

**TABLE OF CONTENTS**

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

## **STANDARD CLAUSES FOR NYS CONTRACTS**

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

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

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

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

**4. WORKERS’ COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

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

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

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

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

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

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

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

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

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

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

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

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

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



**APPENDIX B**

**GENERAL SPECIFICATIONS  
FOR OPRHP CONTRACTS**

TABLE OF CONTENTS

<u>GENERAL</u>	<u>PAGE</u>	<u>TERMS &amp; CONDITIONS (CONT.)</u>	<u>PAGE</u>
1. Applicability	1	39. Title and Risk of Loss	8
2. Governing Law	1	40. Re-Weighing Product	8
3. Appendix A	1	41. Product Substitution	8
4. Ethics Compliance	1	42. Rejected Product	8
5. Definitions	1	43. Installation	8
		44. Repaired or Replaced Products, Parts, or Components	9
		45. On-Site Storage	9
		46. Employees, Subcontractors and Agents	9
		47. Assignment	9
		48. Subcontractors and Suppliers	9
		49. Performance/Bid Bond	9
		50. Suspension of Work	9
		51. Termination	9
		52. Savings/Force Majeure	10
		53. Contract Invoicing	10
		54. Default – By Agency	11
		55. Prompt Payments	11
		56. Remedies for Breach	11
		57. Assignment of Claim	11
		58. Toxic Substances	11
		59. Independent Contractor	12
		60. Security	12
		61. Cooperation with Third Parties	12
		62. Contract Term - Renewal	12
		63. Warranties	12
		64. Legal Compliance	13
		65. Indemnification	13
		66. Indemnification Relating to Infringement	13
		67. Limitation of Liability	14
		68. Agency's Dispute Resolution Procedures	14
		<b><u>THE FOLLOWING CLAUSES PERTAIN TO TECHNOLOGY &amp; NEGOTIATED CONTRACTS</u></b>	
		69. Software License Grant	14
		70. Product Acceptance	15
		71. Audit of Licensed Product Usage	16
		72. Ownership/Title to Project Deliverables	16
		73. Proof of License	17
		74. Product Version	17
		75. Changes to Product or Service Offerings	17
		76. No Hardstop/Passive License Monitoring	17
		77. Source Code Escrow for Licensed Product	17
<b><u>BID SUBMISSION</u></b>			
6. International Bidding	3		
7. Bid Opening	3		
8. Late Bids Rejected	3		
9. Bid Contents	3		
10. Extraneous Terms	3		
11. Confidential/Trade Secret Materials	4		
12. Prevailing Wage Rates - Public Works and Building Services Contracts	4		
13. Taxes	4		
14. Expenses Prior to Contract Execution	5		
15. Advertising Results	5		
16. Product References	5		
17. Remanufactured, Recycled, Recyclable or Recovered Materials	5		
18. Products Manufactured in Public Institutions	5		
19. Pricing	5		
20. Drawings	6		
21. Site Inspection	6		
22. Purchasing Card	6		
23. Samples	6		
<b><u>BID EVALUATION</u></b>			
24. Bid Evaluation	6		
25. Tie Bids	7		
26. Quantity Changes Prior To Award	7		
27. Clarification / Revisions	7		
28. Timeframe for Offers	7		
<b><u>TERMS &amp; CONDITIONS</u></b>			
29. Contract Creation/Execution	7		
30. Official Use Only/No Personal Use	7		
31. Modification of Contract Terms	7		
32. Scope Changes	7		
33. Estimated/Specific Quantity Contracts	7		
34. Emergency Contracts	7		
35. Purchase Orders	7		
36. Product Delivery	8		
37. Weekend and Holiday Deliveries	8		
38. Shipping/Receipt of Product	8		

**GENERAL**

**1. APPLICABILITY** The terms and conditions set forth in this Appendix B are expressly incorporated in and applicable to all procurements and resulting procurement contracts let by the New York State Office of Parks, Recreation and Historic Preservation (“OPRHP” or the “Agency”), or let by any other Issuing Entity where incorporated by reference in its Bid Documents. Appendix B shall govern such procurements or contracts unless expressly modified or amended by the terms of a Bid Specification, Solicitation, or a negotiated Contract/Clarification document, if any. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

**2. GOVERNING LAW** This procurement, the resulting Contract and/or any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the Contract shall be heard in a court of competent jurisdiction in the State of New York.

**3. APPENDIX A** The terms of Appendix A (*Standard Clauses for New York State Contracts*) are expressly incorporated herein.

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

**5. DEFINITIONS** Terms used herein shall have the following meanings:

**a. AFFILIATE** Any individual or other legal entity (including, but not limited to sole proprietor, partnership, limited liability company, firm or corporation) that effectively controls another company in which (a) the Bidder owns more than 50% of the ownership; or (b) any individual or other legal entity which owns more than 50% of the ownership of the Bidder. In addition, if a Bidder owns less than 50% of the ownership of another legal entity, but directs or has the right to direct such entity’s daily operations, then that entity shall be considered an Affiliate hereunder.

**b. AGENCY** The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York, including the Office of Parks, Recreation and Historic Preservation (“OPRHP”).

**c. ATTORNEY GENERAL** Attorney General of the State of New York.

**d. BID** A response to the Solicitation submitted by a Bidder to provide Products.

**e. BIDDER** Any person or entity who submits a response to the Solicitation. At the time that a Bidder executes a Contract with the State, the Bidder shall become a “Contractor.” See also “Contractor.”

**f. BID SPECIFICATIONS** A written description drafted by OPRHP setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a Product, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where this Appendix B is incorporated in negotiated Contracts that have not been competitively solicited, the term “Bid Specifications” shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

**g. COMMISSIONER** The Commissioner of the Agency.

**h. COMPROLLER** Comptroller of the State of New York.

**i. CONTRACT** The writings that contain the agreement of the Agency and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements:

**1. Agency Specific Contracts** Contracts where the written description for a Product or a particular scope of work is described and defined to meet the needs of one or more Agencies.

**2. Centralized Contracts** Single- or multiple-award Contracts where the written description for a Product or general scope of work is described and defined by OGS to meet the needs of Authorized Users. Centralized Contracts may be awarded through multiple awards or through adoption of another jurisdiction’s contract or on a sole source, single source, emergency, or competitive basis. Once established, procurements may be made from the selected Contractors without further competition or Mini-Bid unless otherwise required by the Contract.

**3. Back-Drop Contracts** Multiple-award Centralized Contracts where OGS provides a written description for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous or periodic recruitment basis, as set forth in the Solicitation. Selection of a Contractor from among Back-Drop contract holders for an actual Product, project or particular scope of work may be subsequently made as set forth in the Contract.

**4. Piggyback Contract** A Contract let by any department, agency or instrumentality of the United States government, or any department, agency, office, political subdivision or instrumentality of any state or group of states that is adopted and extended for use by OGS in accordance with the requirements of the State Finance Law.

**5. Contract Letter** A letter to the successful Bidder indicating acceptance of its Bid in response to a Solicitation. Unless otherwise specified, the issuance of a letter of acceptance forms a Contract but is not an order for Product, and the Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized Users.

**j. CONTRACT AWARD NOTIFICATION**

An announcement to Bidders that a Contract has been recommended for award prior to any negotiation and approval by the Office of the New York State Comptroller.

**k. CONTRACTOR** Any successful Bidder to whom a Contract has been awarded by the Agency.

**l. DOCUMENTATION** The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, that are necessary to enable the Agency to properly test, install, operate and enjoy full use of the Product.

**m. EMERGENCY** An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

**n. ENTERPRISE** The total business operations in the United States of OPRHP without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of the OPRHP.

**o. ENTERPRISE LICENSE** A license grant of unlimited rights to deploy, access, use and execute Product anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.

**p. ERROR CORRECTIONS** Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

**q. GROUP** A classification of a Product.

**r. INVITATION FOR BIDS (IFB)** A type of Solicitation that is most typically used for procurements where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder or Bidders.

**s. ISSUING ENTITY** The Agency who issued the Solicitation for a procurement.

**t. LATE BID** A bid not received in the location established in the Bid Specifications on or before the date and time of the submission deadline specified in the Solicitation.

**u. LICENSED SOFTWARE** Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes Error Corrections, upgrades, enhancements or New Licensed Software Releases, and any deliverables due under a technical support/maintenance or service contract (e.g., patches, fixes, PTFs, programs, code or data conversion, or custom programming).

**v. LICENSEE** The Agency who acquires Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the Agency who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee shall be the State of New York.

**w. LICENSE EFFECTIVE DATE** The date Product is delivered to the Agency. Where a License involves Licensee's right to copy a

previously licensed and delivered master copy of a program, the License Effective Date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

**x. LICENSOR** A Contractor who transfers rights in proprietary Product to in accordance with the rights and obligations specified in the Contract.

**y. NEW LICENSED SOFTWARE RELEASES** (Licensed Software Revisions) Any commercially released revisions to the licensed version of Licensed Software as may be generally offered and available to the Agency that is currently on technical support/maintenance. New Licensed Software Releases involve a substantial revision of functionality from a previously released version of the Licensed Software. Updates are provided when available, and Contractor is under no obligation to develop any future Product or functionality.

**z. OGS** The New York State Office of General Services.

**aa. PROCUREMENT RECORD** Documentation by the Issuing Entity of the decisions made and approach taken during the procurement process, including but not limited to a copy of the Solicitation, any modification and justification for same, and any documentation considered necessary for contract review purposes by the Office of the New York State Comptroller.

**bb. PRODUCTS** Items or deliverables under any Solicitation or Contract and may include commodities, services and/or technology.

**cc. PROPRIETARY** Owned by a private individual, corporation or governmental entity under copyright, trademark, trade secret or patent laws.

**dd. PURCHASE ORDER** The Agency's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Purchasing Card, electronic Purchase Order, or other authorized instrument).

**ee. REQUEST FOR PROPOSALS (RFP)** A type of Solicitation which is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the award will be made based on "best value," as defined by the State Finance Law.

**ff. REQUEST FOR QUOTATION (RFQ)** A type of Solicitation that can be used when a formal Bid opening is not required (e.g., discretionary, sole source, single source or emergency purchases).

**gg. RESPONSIBLE BIDDER** A Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Agency. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.

**hh. RESPONSIVE BIDDER** A Bidder meeting the specifications or requirements prescribed in the Solicitation, as determined by the Agency.

**ii. SINGLE SOURCE** A procurement where two or more Bidders can supply the required Product, and the Agency may award the contract to one Bidder over the other.

**jj. SITE** The location (street address) where Product will be delivered or executed.

**kk. SOLE SOURCE** A procurement where only one Bidder is capable of supplying the required Product.

**ll. SOLICITATION** Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product. The procurement may be undertaken on a competitive or non-competitive basis. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotations (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions that are incorporated by reference, including but not limited to Appendix A (Standard Clauses for NYS Contracts), Appendix B (General Specifications for OPRHP Contracts), and identified attachments. Where the procurement is undertaken on a non-competitive basis, the term “Solicitation” shall be deemed to refer to all the terms and conditions identified by the State.

**mm. SOURCE CODE** The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine object code.

**nn. STATE** State of New York.

**oo. STATE AGENCY OR AGENCIES** The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York, including OPRHP.

**pp. SUBCONTRACTOR** Any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

**qq. TERMS OF LICENSE** The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.

**rr. VIRUS** Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

### **BID SUBMISSION**

**6. INTERNATIONAL BIDDING** All Bids, including all information and Product required by the Solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$US). Any Bids submitted which do not meet the above criteria will be rejected.

**7. BID OPENING** Bids may, as applicable, be opened publicly. The Agency reserves the right at any time to postpone or cancel a scheduled Bid opening.

**8. LATE BIDS REJECTED** Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Solicitation are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the Agency. Bids submitted for continuous or periodic recruitment contract awards must meet the submission requirements associated with the Solicitation. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Agency, shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather, or security procedures for parking and building admittance, shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of the Agency.

**9. BID CONTENTS** Bids must be complete and legible. All bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified. No alteration, erasure or addition is to be made to the Solicitation. Changes may be ignored by the Agency or may be grounds for rejection of the bid. Changes, corrections and/or use of white-out in the bid or Bidder’s response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their bids before submission, as amendments to bids or requests for withdrawal of bids received by the Agency after the time specified for the bid opening, may not be considered

**10. EXTRANEOUS TERMS** Bids must conform to the terms set forth in the Solicitation. Extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid.

Extraneous terms submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms that meet all the following requirements may be considered as having been submitted as part of the Bid:

- a.** Each proposed extraneous term (addition, deletion, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form;
- b.** The writing must identify the particular Solicitation requirement (if any) that Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- c.** The Bidder shall enumerate the proposed addition, deletion, counter-offer, deviation, or modification from the Solicitation, and the reasons therefor.

No extraneous terms, whether or not deemed “material,” shall be incorporated into a Contract or Purchase Order unless submitted in accordance with the above and the Agency expressly accepts each such terms in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of extraneous terms.

**11. CONFIDENTIAL/TRADE SECRET MATERIALS**

**a. CONTRACTOR** Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as “confidential” or “proprietary” on its face or in the document header or footer shall not be considered by the Agency to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. The State’s receipt/acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

**b. AGENCY** Contractor warrants, covenants and represents that any confidential information obtained by Contractor, its agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or the Agency hereunder or received from another third party, will not be divulged to any third parties without the written consent of the Agency. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the Agency, or otherwise obtained under the Freedom of Information Law or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take commercially reasonable steps to inform its agents, Subcontractors, officers, distributors, resellers or employees of the obligations arising under this clause to ensure such confidentiality.

**12. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS** If any portion of work being solicited is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

**a. PREVAILING WAGE RATE APPLICABLE TO BIDS** A copy of the applicable prevailing wage rate schedule is attached to the Solicitation and may also be obtained by visiting [www.labor.ny.gov](http://www.labor.ny.gov) and typing in the search box: Prevailing Wage Schedule Request. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

**b. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM** The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the prevailing wage rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such

required prevailing wage adjustments during the Contract term for its employees as required by law and is responsible for ensuring any Subcontractors utilized on the Contract also comply with the prevailing wage provisions of the New York State Labor Law.

**c. ARTICLE 8 CONSTRUCTION/PUBLIC WORKS CONTRACTS** In compliance with Article 8, Section 220 of the New York State Labor Law:

**i. Posting** The Contractor must publicly post on the work Site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

**ii. Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in the State, such records must be kept at the work Site. For building services contracts, such records must be kept at the work Site while work is being performed.

**iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only** Contractors and Subcontractors on public works Contracts must submit monthly payroll transcripts to the Agency issuing the Purchase Order for the work. This provision does not apply to Article 9 of the Labor Law building services contracts.

**iv. Day’s Labor** No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. “Extraordinary emergency” shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the Contract Site or for the protection of the life and limb of the persons using the Contract Site.

**d. ARTICLE 9 BUILDING SERVICES CONTRACTS** In compliance with Article 9, Section 230 of the New York State Labor Law:

**i. Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. Where the Contractor or Subcontractor maintains no regular place of business in New York State, such records must be kept at the work Site while work is being performed.

**ii. Overtime** Employees of Contractors and Subcontractors who work in excess of eight hours in a day or forty hours in a week shall be paid at the overtime rate identified by the New York State Department of Labor.

**13. TAXES**

**a.** Unless otherwise specified in the Solicitation, Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

b. Purchases made by the State of New York and the Agency are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116 (a) (1) of the Tax Law. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

**14. EXPENSES PRIOR TO CONTRACT EXECUTION** The Agency is not liable for any costs incurred by a Bidder or Contractor in the preparation and production of a Bid, Mini-Bid, cost proposal revision, or for any work performed prior to Contract execution.

**15. ADVERTISING RESULTS** The prior written approval of the Agency is required in order for results of the Solicitation to be used by the Contractor as part of any commercial advertising. The Contractor shall also obtain the prior written approval of the Agency relative to the Solicitation or Contract for press or other media releases.

**16. PRODUCT REFERENCES**

a. “Or Equal” In all Solicitations or Bid Specifications, the words “or equal” are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Agency’s decision as to acceptance of the Product as equal shall be final.

b. **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Solicitation or Bid Specifications and the written description of the Products that cannot be reconciled, then the written description shall prevail.

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

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

**18. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS** Bids offering Products that are manufactured or produced in public institutions will be rejected.

**19. PRICING**

a. **Unit Pricing** If required by the Solicitation, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item unless otherwise specified, in the Solicitation. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Agency, such unit pricing is obviously erroneous.

b. **Net Pricing** Unless otherwise required by the Solicitation, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Solicitation.

c. **“No Charge” Bid** When Bids are requested on a number of Products as a Group or lot, a Bidder desiring to Bid “no charge” on a Product in the Group or lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Agency.

d. **Educational Pricing** All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

e. **Third Party Financing** If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract award to agree to the terms and conditions of a “Consent & Acknowledgment Agreement” in a form acceptable to the Agency.

f. **Best Pricing Offer** During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of the Agency, shall be immediately reduced to the lower price.

**g. Specific Price Decreases:**

(i) **GSA Changes:** Where net pricing under the Contract is based on an approved GSA schedule, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date the approved GSA schedule pricing decreases during the Contract term; or

(ii) **Commercial Price List Reductions:** Where net pricing under the Contract is based on a discount from Contractor’s list prices, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date Contractor lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or

(iii) **Special Offers/Promotions Generally:** Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or net pricing otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and

(iv) **Special Offers/Promotions to the Agency:** Contractor may offer the Agency, under either this Contract or any other contracting vehicle, competitive pricing which is lower than the net pricing set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

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

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

## 20. DRAWINGS

**a. Drawings Submitted With Bid** When the Solicitation requires the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Solicitation and shall, when approved by the Agency, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

**b. Drawings Submitted During the Contract Term** Where required to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Agency's representative.

**c. Accuracy of Drawings Submitted** All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of Product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing Product, or carrying out any other requirements of the intended scope of work.

**21. SITE INSPECTION** Where a Site inspection is required, Bidder shall be required to inspect the Site, including environmental or other conditions, for pre-existing deficiencies that may affect the installed Product or that may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions that such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly provide the required Product.

**22. PURCHASING CARD** The State's Purchasing Card program is designed to be an efficient and cost effective way to expedite purchases. The Purchasing Card (also referred to as the Procurement Card) is a credit card that enables the Agency to make authorized purchases directly from a Contractor without processing formal Purchase Orders. Purchasing Cards are issued to selected employees who are authorized to make purchases for the Agency. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

## 23. SAMPLES

**a. Bidder Supplied Samples** The Agency reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a Contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of the Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Solicitation or Contract reference.

A sample may be held by the Agency during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period, the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Agency as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

**b. Enhanced Samples** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Agency may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

**c. Conformance with Samples** Submission of a sample (whether or not such sample is tested by, or for, the Agency) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Solicitation. If in the judgment of the Agency the sample or Product submitted is not in accordance with the specifications or testing requirements prescribed in the Solicitation, the Agency may reject the Bid. If an award has been made, the Agency may cancel the Contract at the expense of the Contractor.

**d. Testing** All samples are subject to tests in the manner and place designated by the Agency, either prior to or after Contract award. Unless otherwise stated in the Solicitation, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fail to meet Contract requirements may be at the expense of the Contractor.

**e. Requests For Samples By the Agency** Requests for samples by the Agency require the consent of the Contractor. Where Contractor refuses to furnish a sample, the Agency may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

## BID EVALUATION

**24. BID EVALUATION** The Agency reserves the right to accept or reject any and all Bids, or separable portions of Bids, and waive technicalities, irregularities, and omissions if the Agency determines the best interests of the State will be served. The Agency, in its sole discretion, may accept or reject illegible, incomplete or vague Bids and his/her decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be



considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the Bid.

**25. TIE BIDS** In the event two Bids are found to be substantially equivalent, price shall be the basis for determining the award recipient. While prompt payment discounts will not be considered in determining the low Bid, the Agency may consider any prompt payment discount in resolving Bids which are otherwise tied. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Agency to award a Contract to one or more of such Bidders shall be final.

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

**27. CLARIFICATION / REVISIONS** Prior to award, the Agency reserves the right to seek clarifications on Bids, request revisions to Bids, or to request any information deemed necessary for proper evaluation of Bids from all Bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the Bid.

**28. TIMEFRAME FOR OFFERS** The Agency reserves the right to make awards within sixty days after the date of the Bid opening or such other period of time as set forth in the Solicitation, during which period, Bids must remain firm and cannot be withdrawn. Where an award is not made within the sixty day period or other time specified as set forth in the Solicitation, the Bids shall remain firm until such later time as either a Contract is awarded or the Bidder delivers to the Agency written notice of the withdrawal of its Bid.

### **TERMS & CONDITIONS**

**29. CONTRACT CREATION / EXECUTION** Except for contracts governed by Article 11-B of the State Finance Law, subject to and upon receipt of all required approvals as set forth in the Solicitation, a Contract shall be deemed executed and created with the successful Bidder(s) upon the Agency's mailing or electronic communication to the address on the Bid/Contract of: (i) the final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Agency.

**30. OFFICIAL USE ONLY/NO PERSONAL USE** The Contract is only for official use by the Agency. Use of the Contract for personal or private purposes is strictly prohibited.

**31. MODIFICATION OF CONTRACT TERMS** The terms and conditions set forth in the Contract shall govern all transactions by the Agency under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Agency and Contractor.

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

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

**32. SCOPE CHANGES** The Agency reserves the right, unilaterally, to require, by written order, changes altering, adding to or deducting from the Contract specifications, such changes to be within the general scope of the Contract. The Agency may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the Contractor, which consent shall not be unreasonably withheld.

**33. ESTIMATED/SPECIFIC QUANTITY CONTRACTS** Estimated quantity contracts, also referred to as indefinite delivery/indefinite quantity contracts, are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity is implied or given. Unless otherwise set forth in the Bid Specifications, contracts for services and technology are completely voluntary as to use, and therefore no quantities are guaranteed.

With respect to any specific quantity stated in the Contract, the Agency reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the Contract. Notwithstanding the foregoing, the Agency may purchase greater or lesser percentages of Contract quantities should the Agency and Contractor so agree. Such agreement may include an equitable price adjustment.

**34. EMERGENCY CONTRACTS** In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or the Commissioner of the Agency determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of Product, the Commissioner reserves the right to obtain such Product from any source, including but not limited to this Contract(s), as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim for lost profits for Product procured from other sources pursuant to this clause. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

**35. PURCHASE ORDERS** Unless otherwise authorized in writing by the Agency, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Agency. Unless terminated or cancelled pursuant to the authority vested in the Agency, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the Contract period, addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification.

All Purchase Orders issued pursuant to a Contract let by the Agency must bear the appropriate Contract number and, if necessary, required

State approvals. As deemed necessary, the Agency may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The State reserves the right to require any other information from the Contractor which the State deems necessary in order to complete any Purchase Order placed under the Contract. Unless otherwise specified, all Purchase Orders against Contracts will be placed by the Agency directly with the Contractor and any discrepancy between the terms stated on the Contractor's order form, confirmation or acknowledgment, and the Contract terms shall be resolved in favor of the terms most favorable to the Agency.

The Purchase Order shall indicate the address for delivery of the Product. The Agency shall confirm pricing, supported hardware platforms and model availability with Contractor prior to placement of orders. Contractor's order form shall, at a minimum, contain the NYS Product reference number, license type, price, and must separately itemize quantities for software, documentation, and services. The State reserves the right to require any other information from the Contractor which the State deems necessary in order to verify any Purchase Orders placed under the Contract.

**36. PRODUCT DELIVERY** Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract. Delivery shall be made within thirty calendar days after receipt of a Purchase Order by the Contractor, unless otherwise agreed to by the Agency and the Contractor. The decision of the Agency as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of a Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Agency, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Agency. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Agency's discretion, the Contract.

**37. WEEKEND AND HOLIDAY DELIVERIES** Unless otherwise specified in the Contract or by the Agency, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Agency shall govern.

**38. SHIPPING/RECEIPT OF PRODUCT**

**a. Packaging** Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Agency unless otherwise specified in the Contract documents.

**b. Shipping Charges** Unless otherwise stated in the Contract, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the dock of the Agency. Unless otherwise agreed, items purchased at a price F.O.B. shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Agency's payment of transportation charges. Contractor shall be responsible for ensuring that the bill of lading states "charges prepaid" for all shipments.

**c. Receipt of Product** The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Agency. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

**39. TITLE AND RISK OF LOSS** Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the Agency until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Contract or Purchase Order. Mere acknowledgment by Agency personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Contract may be rejected or accepted on an adjusted price basis, as determined by the Agency.

**40. RE-WEIGHING PRODUCT** Deliveries are subject to re-weighing at the point of destination by the Agency. If shrinkage occurs which exceeds that normally allowable in the trade, the Agency shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the Agency.

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

**42. REJECTED PRODUCT** When Product is rejected, it must be removed by the Contractor from the premises of the Agency within ten calendar days of notification of rejection by the Agency. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Agency shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Agency for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar-day period.

**43. INSTALLATION** Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the Product or render it unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or Site. Work shall be performed to cause the least inconvenience to the Agency and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and

in a neat, unobstructed condition, and everything in satisfactory repair and order.

**44. REPAIRED OR REPLACED PRODUCTS, PARTS, OR COMPONENTS**

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

**45. ON-SITE STORAGE** With the written approval of the Agency, materials, equipment or supplies may be stored at the Agency's site(s) at the Contractor's sole risk.

**46. EMPLOYEES, SUBCONTRACTORS AND AGENTS**

All employees, Subcontractors or agents performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical and training qualifications set forth in the Contract, and must comply with all security and administrative requirements of the Agency. The Agency reserves 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 the Agency's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. The Agency reserves the right to reject and/or bar from any facility for cause any employee, Subcontractor, or agent of the Contractor.

**47. ASSIGNMENT**

In accordance with Section 138 of the State Finance Law, the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract to any other person, company, firm or corporation in performance of the Contract without the prior written consent of the Agency (as applicable); provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignments with the State Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request for assignment to the Agency and seek written agreement from the Agency which will be filed with the State Comptroller. The Agency shall use reasonable efforts to promptly respond to any request by Contractor for an assignment, provided that Contractor supplies sufficient information about the party to whom the Contractor proposes to assign the Contract.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes responsibility for the Contract.

**48. SUBCONTRACTORS AND SUPPLIERS** The Agency reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, which may include, but are not limited to: they are on the Department of Labor's list of companies with which New York State cannot do business; the Agency determines that the company is not qualified; the Agency determines that the company is not responsible; the company has previously provided unsatisfactory work or services; the company failed to solicit New York State certified minority- and women-owned business enterprises as required by prior Contracts.

**49. PERFORMANCE/BID BOND** The Agency reserves the right to require a Bidder or Contractor to furnish, without additional cost, a performance, payment or Bid bond, negotiable irrevocable letter of credit, or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by the Agency.

**50. SUSPENSION OF WORK** The Agency, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the Agency. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction in State spending, declaration of emergency, contract compliance issues or other circumstances. Upon issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Agency issues a formal written notice authorizing a resumption of performance under the Contract.

**51. TERMINATION**

**a. For Cause** For a material breach that remains uncured for more than thirty (30) calendar days or other longer period as specified by written notice to the Contractor, the Contract or Purchase Order may be terminated by the Agency at the Contractor's expense. Such termination shall be upon written notice to the Contractor. In such event, the Agency may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

**b. For Convenience** This Contract may be terminated at any time by Agency for convenience upon sixty (60) calendar days or other longer period as specified by written notice, without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Agency shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and fulfill any outstanding Purchase Orders.

**c. For Violation of Sections 139-j and 139-k of the State Finance Law**

The Agency reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Agency may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

**d. For Violation of Section 5-a of the New York State Tax Law**

The Agency reserves the right to terminate the Contract in the event it is found that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or

intentionally incomplete. Upon such finding, the Agency may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

**e. For Non-Responsibility** The Bidder agrees that if it is found by the State that the Bidder's responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, on such finding, the Agency may terminate the Contract.

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

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

**f. Upon Conviction of Certain Crimes** The Agency reserves the right to terminate the Contract in the event it is found that a member, partner, director or officer of Contractor is convicted of one or more of the following: Bribery Involving Public Servants and Related Offenses as defined in Article 200 of the New York State Penal Law; Corrupting the Government as defined in Article 496 of the New York State Penal Law; or Defrauding the Government as defined in Section 195.20 of the New York State Penal Law.

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

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

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

- a. The Agency may purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State, or

- b. The Contractor will provide the Agency with access to Products first in order to fulfill orders placed before the force majeure event occurred. The Agency may accept allocated performance or deliveries during the occurrence of the force majeure event.

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

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

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

### **53. CONTRACT INVOICING**

**a. Invoicing** Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to the Agency in order to receive payment. Billing invoices submitted to the Agency must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer. Submission of an invoice and payment thereof shall not preclude the Agency from requesting reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

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

**b. Payment of Contract Purchases made by the Agency when the State Comptroller is responsible for issuing such payment** The Agency and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Agency, in the Agency's sole discretion, due to extenuating circumstances. Such electronic payments

shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at [www.osc.state.ny.us](http://www.osc.state.ny.us), by e-mail at [HelpDesk@sfs.ny.gov](mailto:HelpDesk@sfs.ny.gov), or by telephone at (518) 457-7737 or toll free (877) 737-4185. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Agency has expressly authorized payment by paper check as set forth above.

**c. Payment of Contract Purchases made by the Agency when the State Comptroller is not responsible for issuing such payment** The Agency and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Agency. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. The Agency strongly encourages the Contractor to establish electronic payments.

#### **54. DEFAULT – BY AGENCY**

**a. Breach by Agency** The Agency's breach shall not be deemed a breach of the Contract; rather, it shall be deemed a breach of the Agency's performance under the terms and conditions of the Contract.

**b. Failure to Make Payment** In the event the Agency fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within thirty calendar days of such delivery and acceptance, the Contractor may, upon five business days advance written notice to the Agency, suspend additional provision of Products to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments.

**c. Notice of Breach** Notwithstanding the foregoing, the Contractor shall, at least ten business days prior to declaring a breach of Contract by the Agency, by certified or registered mail, notify the Agency of the specific facts, circumstances and grounds upon which a breach will be declared.

**d. Insufficient basis** If the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to provide Products to the Agency may constitute a breach of the Contract, and the Agency may thereafter seek any remedy available at law or equity.

#### **55. PROMPT PAYMENTS**

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

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

**56. REMEDIES FOR BREACH** It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

**a. Cover/Substitute Performance** In the event of Contractor's material, uncured breach, the Agency may, with or without issuing a formal Solicitation: (i) purchase from other sources; or (ii) if the Agency is unsuccessful after making reasonable attempts, under the circumstances then-existing, to timely obtain acceptable replacement Product of equal or comparable quality, the Agency may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may be deducted from the Contract quantity without penalty or liability to the State. The Agency shall accept allocated performance or deliveries during a period where Contractor is making good faith efforts to cure a material breach.

**b. Withhold Payment** In any case where a reasonable question of material, uncured non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Agency. Should Contractor and the Agency fail to agree upon the question of "materiality" in an instance of non-performance, such failure to agree shall be a dispute to be resolved in accordance with the Agency's Dispute Resolution Procedures.

**c. Bankruptcy** In the event that the Contractor files, or there is filed against Contractor, a petition under the U.S. Bankruptcy Code during the term of this Contract, the Agency may, at its discretion, make application to exercise their right to set-off against monies due the debtor or, under the doctrine of recoupment, be credited the amounts owed by the Contractor arising out of the same transactions.

**d. Reimbursement of Costs Incurred** The Contractor agrees to reimburse the Agency promptly for any and all additional costs and expenses incurred for acquiring acceptable replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses, including reasonable attorney's fees, shall be paid by the Contractor.

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

**e. Deduction/Credit** Sums due as a result of these remedies may be deducted or offset by the Agency from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Agency the amount of such claim or portion of the claim still outstanding, on demand. The Agency reserves the right to determine the disposition of any rebates, settlements, restitution, damages, etc., that arise from the administration of the Contract.

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

**58. TOXIC SUBSTANCES** Each Contractor furnishing a toxic substance, as defined by Section 875 of the Labor Law, shall provide

the Agency with not less than two copies of a Material Safety Data Sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

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

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

**60. SECURITY** Contractor warrants, covenants and represents that it will comply fully with all security procedures of the Agency in performance of the Contract including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

**61. COOPERATION WITH THIRD PARTIES** The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Agency, as necessary to ensure delivery or performance of Product.

**62. CONTRACT TERM - RENEWAL** The Agency may extend by mutual agreement of the Agency and the Contractor any stated renewal periods in the Contract.

### **63. WARRANTIES**

**a. Product Performance** Contractor hereby warrants and represents that the Products acquired by the Agency under this Contract conform to the manufacturer's specifications, performance standards and Documentation and that the Documentation fully describes the proper procedure for using the Products.

**b. Title and Ownership** Contractor warrants and represents that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver specified license rights to any Products acquired by the Agency under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify and hold harmless the Agency from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of Contractor's warranties as set forth herein.

**c. Product Warranty** Contractor further warrants and represents that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one (1) year from the date of acceptance, whichever is longer (the "Product warranty period").

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

Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

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

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

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

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

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

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

**d. Virus Warranty** The Contractor represents and warrants that any Licensed Software acquired under the Contract by the Agency does not contain any known Viruses. Contractor is not responsible for Viruses introduced at Licensee's Site.

**e. Date/Time Warranty** Contractor warrants that Product furnished pursuant to this Contract shall, when used in accordance with the Product Documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: (i) consulting, integration, code or data conversion, (ii) maintenance or support services, (iii) data entry or processing, or (iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and

timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

**f. Workmanship Warranty** Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with industry standards. The Agency must notify Contractor of any services warranty deficiencies within ninety calendar days from performance of the services that gave rise to the warranty claim.

**g. Survival of Warranties** All warranties contained in this Contract shall survive the termination of this Contract.

**h. Prompt Notice of Breach** The Agency shall promptly notify the Contractor in writing of any claim of breach of any warranty provided herein.

**i. Additional Warranties** Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to the Agency.

**j. No Limitation of Rights** The rights and remedies of the State and the Agency provided in this clause are in addition to and do not limit any rights afforded to the State and the Agency by any other clause of the Contract.

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

**65. INDEMNIFICATION** Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the Agency from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation; provided, however, that the Contractor shall not indemnify to the extent any claim, loss or damage arising hereunder solely due to the negligent act, failure to act, gross negligence or willful misconduct of the Agency.

The Agency shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify the Agency, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense,

and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

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

#### **66. INDEMNIFICATION RELATING TO INFRINGEMENT**

The Contractor will also defend, indemnify and hold the Agency harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs in any action for infringement of a patent, copyright, trademark, trade secret or other proprietary right provided: (a) such claim arises solely out of the Products as supplied by the Contractor, and not out of any modification to the Products made by the Agency or by someone other than Contractor at the direction of the Agency without Contractor's approval, and (b) the Agency gives Contractor prompt written notice of any such action, claim suit or threat of suit alleging infringement.

The Agency shall give Contractor the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and to provide assistance in the defense of any such action, claim or suit at the expense of Contractor.

Such indemnity shall only be applicable in the event of claims, judgments, liabilities and/or costs that may be finally assessed against the Agency in any action for infringement of a patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims, judgments, liabilities and/or costs arise solely from the Agency's negligent act, failure to act, gross negligence or willful misconduct.

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

In the event that an action at law or in equity is commenced against the

Agency arising out of a claim that the Agency's use of the Product under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Agency and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Agency and seek to secure a continuance to permit the Agency to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the Agency may have. This constitutes the Agency's sole and exclusive remedy for patent infringement, or for infringement of any other third party proprietary right.

**67. LIMITATION OF LIABILITY** Except as otherwise set forth in the Indemnification clause and the Indemnification Relating to Infringement clause, the limit of liability shall be as follows:

**a.** Contractor's liability for any claim, loss or liability arising out of, or connected with the Products provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products forming the basis of the Agency's claim or (ii) five hundred thousand dollars (\$500,000), whichever is greater.

**b.** The Agency may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Agency unless Contractor at the time of the presentation of claim shall demonstrate to the Agency's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

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

**68. AGENCY'S DISPUTE RESOLUTION PROCEDURES** The first step of the dispute resolution will be through conference between the Agency and the Contractor. The party initiating the process shall notify the other party in writing and set forth the issues for resolution and provide all necessary documentation. Unresolved disputes will be resolved by the Commissioner or his/her designee, whose decision is final and binding. During this period all work required hereunder shall be performed. If the Contractor pursues any legal or equitable remedy outside the Agency, the Contractor will continue to perform work in accordance with the direction of the Agency until such proceedings may be concluded and will continue to be paid in accordance with the Agreement, and less any amounts attributable to the dispute. Disputes that go to litigation must be pursued in a court of competent jurisdiction of the State of New York. New York law will govern the dispute and venue must be laid in Albany County, New York.

**THE FOLLOWING CLAUSES PERTAIN TO TECHNOLOGY & NEGOTIATED CONTRACTS**

**69. SOFTWARE LICENSE GRANT** Where Product is acquired on a licensed basis the following shall constitute the license grant:

**a. License Scope** Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (i.e., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation). Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by the Agency otherwise licensed to use the Product, provided that any modifications, however extensive, shall not diminish Licensor's proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

**b. License Term** The license term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the license term shall be extended by the time period for testing, acceptance or trial.

**c. Licensed Documentation** If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractor's expense: (i) one (1) hard copy and one (1) master electronic copy of the Documentation in a mutually agreeable format; (ii) hard copy instructions for access by downloading from the Internet; and (iii) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

- Individual/Named User License - one (1) copy per License
- Concurrent Users - 10 copies per Site
- Processing Capacity - 10 copies per Site

Software media must be in a format specified by the Agency, without requiring any type of conversion.

Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product in accordance with the Terms of License.

**d. Product Technical Support & Maintenance** Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Contract term. Maintenance terms and any renewals thereof are independent of the expiration of the Contract term and shall not automatically renew.

Maintenance shall include, at a minimum, (i) the provision of Error Corrections, updates, enhancements, revisions, fixes, upgrades and New Licensed Software Releases to Licensee, and (ii) help desk assistance with locally accessible "800" or toll free, local telephone service, or alternatively on-line help desk accessibility. Contractor shall maintain the Product so as to provide Licensee with the ability to utilize the Product in accordance with the Product Documentation without significant functional downtime to its ongoing business operations during the technical support/maintenance term.



The Agency shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that the Agency does not initially acquire or discontinue maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount which would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates.

**e. Permitted License Transfers** As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior Site. There shall be no additional license or other transfer fees due Contractor, provided that: (i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred Site (e.g., named users, seats, or MIPS); or (ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred Site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

**f. Restricted Use By Outsourcers, Facilities Management, Service Bureaus, or Other Third Parties** Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: (i) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and (ii) such party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and (iii) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

Any third party with whom a Licensee has a relationship for a State function or business operation, shall have the temporary right to use Product (e.g., JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the function or business activity.

**g. Archival Back-Up and Disaster Recovery** Licensee may use and copy the Product and related Documentation in connection with: (i) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or

corruption of the Product or disasters or emergencies that require Licensee to restore backups or to initiate disaster recovery procedures for its platform or operating systems; (ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage. The phrase "cold site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and after the declaration by the Licensee of a disaster; (iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

**h. Confidentiality Restrictions** The Product is a trade secret, copyrighted and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of Contract. Licensee will not remove or destroy any proprietary markings of Contractor.

**i. Restricted Use by Licensee** Except as expressly authorized by the Terms of License, Licensee shall not: (i) copy the Product; (ii) cause or permit reverse compilation or reverse assembly of all or any portion of the Product; or (iii) export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

**70. PRODUCT ACCEPTANCE** Unless otherwise provided by mutual agreement of the Agency and the Contractor, the Agency shall have thirty (30) days from the date of delivery to accept hardware Products and sixty (60) days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Title or other property interest and risk of loss shall not pass from Contractor to the Agency until the Products have been accepted. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Agency as of the expiration of that period. The license term shall be extended by the time periods allowed for trial use, testing and acceptance unless the Agency agrees to accept the Product at completion of trial use.

Unless otherwise provided by mutual agreement of the Agency and the Contractor, the Agency shall have the option to run testing on the Product prior to acceptance, such tests and data sets to be specified by the Agency. Where using its own data or tests, the Agency must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Agency, and shall be made part of the Contractor's standard documentation. The test data shall remain accessible to the Agency after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, the Agency shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional thirty (30) day increment. The Agency shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Agency for damages, loss of profits, expenses, or other remuneration of any kind.

If the Agency elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have thirty (30) days to correct the deficiency, and the Agency shall have an additional sixty (60) days to evaluate the Product as provided herein. If the Product does not meet the specifications at

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

**71. AUDIT OF LICENSED PRODUCT USAGE** Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any Site where a copy of the Product resides provided that: (i) Contractor gives Licensee at least thirty (30) days advance written notice, (ii) such audit is conducted during such party's normal business hours, (iii) the audit is conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three (3) auditing/accounting firms from which the Licensee will select one (1). In no case shall the Business Software Alliance (BSA), Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) be used directly or indirectly to conduct audits, or be recommended by Contractor; (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit; and (v) if the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the net pricing in effect under the Contract at time of audit, or if none, then at the Contractor's U.S. commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

## **72. OWNERSHIP/TITLE TO PROJECT DELIVERABLES**

### **a. Definitions**

(i) For purposes of this clause, "Products." Deliverables furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on diskette, CD, DVD or other electronic media c) third party software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, Source Code, object code).

(ii) For purposes of this clause, "Existing Products." Tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the Project.

(iii) For purposes of this clause, "Custom Products." Products, preliminary, final or otherwise, which are created or developed by Contractor, its Subcontractors, partners, employees or agents for the Agency under the Contract.

**b. Title to Project Deliverables** Contractor acknowledges that it is commissioned by the Agency to perform the services detailed in the Purchase Order. Unless otherwise specified in writing in the Solicitation or Purchase Order, the Agency shall have ownership and license rights as follows:

#### **(i) Existing Products:**

**1. Hardware** - Title and ownership of Existing Hardware Product shall pass to the Agency upon acceptance.

**2. Software** - Title and ownership to Existing Software Products delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other independent software vendor proprietary owner ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the proprietary owner of other independent software vendor(s) (ISV). Effective upon acceptance, such Product shall be licensed to the Agency in accordance with the Contractor or ISV owner's standard license agreement, provided, however, that such standard license, must, at a minimum: (a) grant the Agency a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the Agency as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Agency's satisfaction) and distribute Existing Licensed Product to the Agency up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purposes stated in the Solicitation or the Agency's Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the Licensee where the Agency is a State Agency. Where these rights are not otherwise covered by the ISV's owner's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Agency shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this clause.

(ii) **Custom Products:** Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to the Agency the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor's business. The Agency may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of the Agency taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all the Agency shall

be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated in paragraph (b)(i)(2), above.

**c. Transfers or Assignments to a Third Party Financing Agent** It is understood and agreed by the parties that a condition precedent to the consummation of the purchases under the Contract may be the obtaining of acceptable third party financing by the Agency. The Agency shall make the sole determination of the acceptability of any financing proposal. The Agency will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, the Agency may assign or transfer its rights in Licensed Products (existing or custom) to a third party financing entity or trustee (“Trustee”) as collateral where required by the terms of the financing agreement. Trustee’s sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to the Agency all of its Licensee’s rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee’s rights in such Licensed Product shall terminate immediately and the Agency’s prior rights to such Existing Licensed Product shall be revived.

**d. Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS)** The Agency’s sale or other transfer of Custom Products which were acquired by the Agency using third party, tax-exempt financing may not occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Product(s), the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Agency which complies with the terms of this clause.

**e. Contractor’s Obligation with Regard to ISV (Third Party) Product** Where Contractor furnishes Existing Licensed Product(s) as a project deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or ISV’s standard license agreement, Contractor shall be responsible for obtaining from the ISV third party proprietary owner/developer the rights set forth herein to the benefit of the Agency at Contractor’s sole cost and expense.

**73. PROOF OF LICENSE** The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer’s certified License Confirmation Certificates in the name of such Licensee; or (ii) a written confirmation from the proprietary owner accepting Product invoice as proof of license. Contractor shall submit a sample certificate, or alternatively such written confirmation from the proprietary developer. Such certificates must be in a form acceptable to the Licensee.

**74. PRODUCT VERSION** Purchase Orders shall be deemed to reference Manufacturer’s most recently released model or version of the Product at time of order, unless an earlier model or version is specifically requested in writing by the Agency and Contractor is willing to provide such version.

**75. CHANGES TO PRODUCT OR SERVICE OFFERINGS**

**a. Product or Service Discontinuance** Where Contractor is the Product Manufacturer/Developer, and Contractor publicly announces to all U.S. customers (“date of notice”) that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor (“withdrawn support”) is no longer going to be

offered, Contractor shall be required to: (i) notify the Agency and each Licensee then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: (a) the best terms offered by Contractor to any other customer, or (b) not less than twelve (12) months from the date of notice; and (iii) at the Agency’s option, provided that the Agency is under contract for maintenance on the date of notice, either: provide the Agency with a Product replacement or migration path with at least equivalent functionality at no additional charge to enable the Agency to continue use and maintenance of the Product.

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

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

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

**76. NO HARDSTOP/PASSIVE LICENSE MONITORING** Unless the Agency is otherwise specifically advised to the contrary in writing at the time of order and prior to purchase, Contractor hereby warrants and represents that the Product and all upgrades do not and will not contain any computer code that would disable the Product or upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as “time bombs,” “time locks,” or “drop dead” devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a “trap door” device). Contractor agrees that in the event of a breach or alleged breach of this provision that the Agency shall not have an adequate remedy at law, including monetary damages, and that the Agency shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which the Agency shall be entitled.

**77. SOURCE CODE ESCROW FOR LICENSED PRODUCT** If Source Code or Source Code escrow is offered by either Contractor or Product manufacturer or developer to any other commercial customers, Contractor shall: (i) provide Licensee with the Source Code for the

Product; or (ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the State, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the State; or (iii) certify to the State that the Product manufacturer/developer has named the State, acting by and through the Agency, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the State and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such Source Code, shall be updated for each new release of the Product in the same manner as provided above and such updating of escrow shall be certified to the State in writing. Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this clause.

The State may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.

**INDEX**

<u>Clause</u>	<u>No.</u>	<u>Clause</u>	<u>No.</u>
<u>A</u>		<u>P</u>	
Advertising Results	15	Performance/Bid Bond	49
Agency's Dispute Resolution Procedures	68	Prevailing Wage Rates - Public Works and Building Services Contracts	12
Applicability	1	Pricing	19
Appendix A	3	Product Acceptance	70
Assignment	47	Product Delivery	36
Assignment of Claim	57	Product References	16
Audit of Licensed Product Usage	71	Product Substitution	41
		Product Version	74
<u>B</u>		Products Manufactured in Public Institutions	18
Bid Contents	9	Prompt Payments	55
Bid Evaluation	24	Proof of License	73
Bid Opening	7	Purchase Orders	35
		Purchasing Card	22
<u>C</u>		<u>Q</u>	
Changes to Product or Service Offerings	75	Quantity Changes Prior to Award	26
Clarification / Revisions	27		
Confidential/Trade Secret Materials	11	<u>R</u>	
Contract Creation/Execution	29	Rejected Product	42
Contract Invoicing	53	Remanufactured, Recycled, Recyclable or Recovered Materials	17
Contract Term - Renewal	62	Remedies for Breach	56
Cooperation with Third Parties	61	Repaired or Replaced Products, Parts, or Components	44
		Re-Weighing Product	40
<u>D</u>		<u>S</u>	
Default - By Agency	54	Samples	23
Definitions	5	Savings/Force Majeure	52
Drawings	20	Scope Changes	32
		Security	60
<u>E</u>		Shipping/Receipt of Product	38
Emergency Contracts	34	Site Inspection	21
Employees, Subcontractors and Agents	46	Software License Grant	69
Estimated/Specific Quantity Contracts	33	Source Code Escrow for Licensed Product	77
Ethics Compliance	4	Subcontractors and Suppliers	48
Expenses Prior to Contract Execution	14	Suspension of Work	50
Extraneous Terms	10		
		<u>T</u>	
<u>G</u>		Taxes	13
Governing Law	2	Termination	51
		Tie Bids	25
<u>I</u>		Timeframe for Offers	28
Indemnification	65	Title and Risk of Loss	39
Indemnification Relating to Infringement	66	Toxic Substances	58
Independent Contractor	59		
Installation	43	<u>W</u>	
International Bidding	6	Warranties	63
		Weekend and Holiday Deliveries	37
<u>L</u>			
Late Bids Rejected	8		
Legal Compliance	64		
Limitation of Liability	67		
<u>M</u>			
Modification of Contract Terms	31		
<u>N</u>			
No Hardstop/Passive License Monitoring	76		
<u>O</u>			
Official Use Only/No Personal Use	30		
On-Site Storage	45		
Ownership/Title to Project Deliverables	72		

# Appendix C – Participation by Minority Group Members and Women with Respect to State Contracts

## I. General Provisions

- A. The New York State Office of Parks, Recreation and Historic Preservation is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Office of Parks, Recreation and Historic Preservation, to fully comply and cooperate with the New York State Office of Parks, Recreation and Historic Preservation in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

## II. Contract Goals

- A. For purposes of this procurement, the New York State Office of Parks, Recreation and Historic Preservation hereby establishes New York State certified minority-owned business enterprises (“MBE”) participation and New York State certified women-owned business enterprises (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of qualified MBEs and WBEs as defined in the bidders documentation provided at the time of solicitation. After contract approval, MWBE Contract Goals as defined on the approved utilization plan will be endorsed to determine compliance for the contract term.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Office of Parks, Recreation and Historic Preservation for liquidated or other appropriate damages, as set forth herein.

## III. Equal Employment Opportunity (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
  1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Contractor shall submit an EEO policy statement to the New York State office of Parks, Recreation and Historic Preservation within seventy-two (72) hours after the date of the notice by the New York State office of Parks, Recreation and Historic Preservation to award the Contract to the Contractor.
3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, the New York State office of Parks, Recreation and Historic Preservation may require the Contractor or subcontractor to adopt a model statement (see Form – Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
  - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

#### C. Staffing Plan

To ensure compliance with this Section, for those contracts reaching \$250,000 or greater, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

#### D. Workforce Utilization Report

1. The Contractor shall submit a Workforce Utilization Report and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the New York State Office of Parks, Recreation and Historic Preservation on a [MONTHLY/QUARTERLY] basis during the term of the Contract.
  2. Separate forms shall be completed by the Contractor and any subcontractors.
  3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.
- E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

#### IV. **MWBE Utilization Plan**

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan, by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the New York State Office of Parks, Recreation and Historic Preservation, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals on the approved utilization plan.

- C. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Office of Parks, Recreation and Historic Preservation shall be entitled to any remedy provided herein, including but not limited to, a finding of the Contractor non-responsiveness.

#### **V. Waivers**

- A. For Waiver Requests, the Contractor should use the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to New York State Office of Parks, Recreation and Historic Preservation.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Office of Parks, Recreation and Historic Preservation shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the New York State Office of Parks, Recreation and Historic Preservation, upon review of the MWBE Utilization Plan and updated MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the New York State Office of Parks, Recreation and Historic Preservation may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

#### **VI. MWBE Contractor Compliance Report**

The Contractor is required to submit MWBE Contractor Compliance Reports through the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to the New York State Office of Parks, Recreation and Historic Preservation. Reports will be generated by the NYSCS for completion upon the generation of a payment to the Contractor. Reports should be completed for the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

#### **VII. VII. Liquidated Damages - MWBE Participation**

- A. Where New York State Office of Parks, Recreation and Historic Preservation determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the New York State Office of Parks, Recreation and Historic Preservation liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Office of Parks, Recreation and Historic Preservation, the Contractor shall pay such liquidated damages to the New York State Office of Parks, Recreation and Historic Preservation within sixty (60) days after they are assessed by the New York State Office of Parks, Recreation and Historic Preservation unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Office of Parks, Recreation and Historic Preservation.

#### **PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. The New York State Office of Parks, Recreation and Historic Preservation recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of the New York State Office of Parks, Recreation and Historic Preservation contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in



the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, the New York State Office of Parks, Recreation and Historic Preservation encourages the use of good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

## Appendix D – Bid Protest Procedures

It is the policy of the Office of Parks, Recreation and Historic Preservation (OPRHP) to provide bidders with an opportunity to administratively resolve disputes or inquiries related to OPRHP contract awards. Bidders are encouraged to seek resolution of disputes through consultation with the Designated Contact(s). After being notified of the results of this contract opportunity, any entity or individual that participated in the procurement may submit a protest of the resulting contract award.

OPRHP reserves the right to suspend, modify, or cancel this procurement at any time during the procurement process. OPRHP also reserves the right to waive or extend the deadlines in this procedure.

### **Submission of Formal Written Protests**

Protests must be received by the Designated Contact no later than five (5) business days after a debriefing or ten (10) business days after the written notice of selection or non-selection for contract award, whichever is later.

Protests must be submitted in writing, clearly marked as a protest on the envelope or in the email subject line, and include the following information:

1. Solicitation or contract number
2. Name, address, email address and telephone number of the filer
3. Detailed statement of the legal and factual grounds for the protest
4. Statement of the relief requested
5. Copies of relevant documents

### **Agency Response**

Within 30 business days of receipt of a protest, OPRHP's protest officer (the Director of Audit or her designee) will respond with a protest determination stating the agency's decision on the protest and the reasoning on which it is based. In making a determination, the protest officer will consider the legal and factual grounds stated in the protest, consult with the Designated Contact and appropriate program staff, and review all relevant documents.

### **Finality; Appeal**

For contract opportunities subject to the approval of the Office of the State Comptroller, the protesting party may appeal OPRHP's protest determination to the Office of the State Comptroller in accordance with the regulations contained in Part 24 of Title 2 of the New York Codes, Rules and Regulations.

For contract opportunities that are not subject to the approval of the Office of the State Comptroller, OPRHP's protest determination is the conclusive and final determination of the protest.

'Nothing in these bid protest procedures is intended to limit or impair the rights of any bidder to seek and pursue remedies of law through the judicial process.

# Appendix E – OSC Consultant Disclosure Reporting Requirements

## Background:

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

Contractors selected for award on the basis of a procurement issued by OPRHP (Request for Proposals, Mini-Bid, or Invitation for Bids) must complete Form A, State Consultant Services – Contractor’s Planned Employment from Contract Start Date through the End of the Contract Term upon notification of award. The completed Form A must include information for all employees that will be providing services under the contract, whether employed by the contractor or by a subcontractor.

Contractors selected for award are also required to complete Form B, State Consultant Services Contractor’s Annual Employment Report annually for each year of the contract term, on a State fiscal year basis. The first report is due on May 15 for the period April 1 through March 31.

Form A must be submitted to OPRHP as the contracting agency, and Form B must be submitted to OPRHP (as the contracting agency), the Department of Civil Service, and the Consultant Reporting Section of the Bureau of Contracts at OSC, at the addresses provided in these instructions.

Form A, State Consultant Services – Contractor’s Planned Employment from Contract Start Date through the End of the Contract Term and Form B, State Consultant Services Contractor’s Annual Employment Report, are attached to these instructions. Please see these instructions for further information regarding completion and submission of the forms.

## Instructions

### FORM A:

**Upon notification of contract award, use Form A, State Consultant Services Contractor’s Planned Employment From Contract Start Date Through the End of the Contract Term**, attached to these instructions, to report the necessary planned employment information prospectively from the start date through the end of the contract term. This is a one-time reporting requirement.

Complete **Form A** for contracts for consulting services in accordance with the following:

- **Employment category:** the specific occupation(s), as listed in the O\*NET occupational classification system, which best describe the employees anticipated to be providing services under the contract.  
(Note: Access the O\*NET database, which is available through the US Department of Labor’s Employment and Training Administration, on-line at <https://www.onetonline.org/find/all> to find a list of occupations.)
- **Number of employees:** the total number of employees in the employment category anticipated to be employed to provide services under the contract, including part time employees and employees of subcontractors.
- **Number of hours to be worked:** the total number of hours anticipated be worked by the employees in the employment category.
- **Amount payable under the contract:** the total amount payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Submit completed **Form A** within 48 hours of notification of selection for award to OPRHP (as the contracting agency) at the address listed below.

**FORM B:**

Use **Form B, State Consultant Services Contractor's Annual Employment Report**, attached to these Instructions, to report the annual employment information required by the statute. This form will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31). Submit **Form B** to OPRHP (as the contracting Agency), the Department of Civil Service (DCS), and to the Consultant Reporting Section of the Bureau of Contracts at OSC at the addresses listed below.

Complete **Form B** for contracts for consulting services in accordance with the following:

- **Scope of Contract:** a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** the specific occupation(s), as listed in the O\*NET occupational classification system, which best describe the employees providing services under the contract.

(Note: Access the O\*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at <https://www.onetonline.org/find/all> to find a list of occupations.)

- **Number of Employees:** the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors.
- **Number of hours worked:** the total number of hours **worked** during the Report Period by the employees in the employment category.
- **Amount Payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Submit the completed **Form B** annually by **May 15<sup>th</sup>** for each State fiscal year (or portion thereof) the contract is in effect, as follows:

**To OPRHP (as the contracting Agency):**

By mail: Director, Service Contracts Unit  
Office of Parks, Recreation  
and Historic Preservation  
625 Broadway, Floor 2  
Albany, NY 12207

By email: [ServiceContracts@parks.ny.gov](mailto:ServiceContracts@parks.ny.gov)

**To the Consultant Reporting Section of the Bureau of Contracts at OSC:**

By mail: NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> Floor  
Albany, NY 12236  
Attn: Consultant Reporting

By fax: (518) 474-8030 or (518) 473-8808

**To DCS:**

By mail: NYS Department of Civil Service  
Alfred E. Smith Office Building  
Albany, NY 12239

## Appendix F – Insurance Requirements

Prior to the start of this Agreement, the Contractor shall procure, at its sole cost and expense, all insurance coverage required by this Appendix. During the term of this Agreement, the Contractor shall maintain in force any and all policies of insurance required by this Appendix.

All policies of insurance required by this Appendix shall be written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York (“Authorized Carriers”) with an A.M. Best Company rating of “A-” Class “VII” or better. If during the term of the policy, a carrier’s rating falls below “A-” Class “VII”, the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Office of Parks, Recreation and Historic Preservation (OPRHP) and rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report.

The Contractor shall deliver to OPRHP evidence of such policies in a form acceptable to OPRHP. These policies must be written in accordance with the requirements of the paragraphs below, as applicable. Acceptance and/or approval by OPRHP does not and shall not be construed to relieve Contractor of any obligations, responsibilities, or liabilities under any contract resulting from this solicitation.

All policies of insurance required by any contract resulting from this solicitation must meet the following requirements:

- All required policies of insurance shall be endorsed to name the “State of New York, Office of Parks, Recreation, and Historic Preservation, and their officers, employees, and agents” as an additional insured.
- Forms shall be filled out with the date of issuance, names of the insured, carrier, policy numbers, coverage period, any deductible or self-insured retention amounts, each occurrence and aggregate limits, and exclusions or additional insured endorsements to the policy.
- Forms shall be signed by an authorized representative of the reference insurance carriers.
- Only original forms or electronic versions of the same that can be directly traced back to the insurer, agent, or broker via email distribution or similar means will be accepted.
- Forms shall refer to the contract number resulting from the solicitation.
- Upon renewal of insurance coverage, the Contractor shall submit to OPRHP current proof of insurance.
- All required policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the State.
- If the policy is written on a claims-made basis, Contractor must submit to OPRHP an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period (“tail coverage”) providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.
- All required policies shall be written such that OPRHP is afforded at least thirty (30) calendar days’ prior notice of cancellation, modification or renewal of coverage.
- The Contractor shall notify OPRHP of any claims arising from the activities or operations under this Agreement as soon as practicable, but in no event more than five (5) business days from the Contractor’s receipt of notice of the accident or claim.

OPRHP generally requires Contractors and subcontractors to submit only certificates of insurance and additional insured endorsements, although OPRHP reserves the right to request other proof of insurance. Contractors and subcontractors should refrain from submitting entire insurance policies, unless specifically requested by OPRHP. If an entire insurance policy is submitted but not requested, OPRHP shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by OPRHP does not constitute proof of compliance with the insurance requirements and does not discharge Contractors and subcontractors from submitting the requested insurance documentation.

### **Waiver of Subrogation**

For all liability policies and the Workers' Compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against The People of the State of New York, the New York State Office of Parks, Recreation and Historic Preservation and their officers, agents, and employees, or, if such waiver is unobtainable:

- an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Office of Parks, Recreation and Historic Preservation and their officers, agents, and employees

OR

any other form of permission for the release of The People of the State of New York, the New York State Office of Parks, Recreation and Historic Preservation and their officers, agents, and employees.

A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

### **Subcontractors**

Contractor shall require any of its subcontractors retained in relation to this Agreement to meet the requirements of this Section, including but not limited to naming the "State of New York, Office of Parks, Recreation, and Historic Preservation, and their officers, employees, and agents" as additional insureds on all required policies of insurance. Prior to the commencement of any work, an Additional Insured Endorsement CG 20 38 04 13 (or the equivalent) evidencing such coverage shall be provided to the Contractor by their subcontractor and shall be provided to OPRHP upon request.

### **Insurance Coverage Types and Minimum Policy Limits**

Contractor shall procure the types of insurance coverage and minimum liability limits set forth below. Contractor may meet the required insurance coverage limits through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided after renewal and/or upon request.

A. **Commercial General Liability** Said policy shall cover the liability of the Contractor for bodily injury, property damage, premises liability and personal/advertising injury from all work and operations under any contract resulting from this solicitation. The limits under such policy shall not be less than the following:

- |                                 |                |
|---------------------------------|----------------|
| • Each Occurrence limit         | \$1,000,000.00 |
| • General Aggregate             | \$2,000,000.00 |
| • Products/Completed Operations | \$2,000,000.00 |
| • Personal Advertising Injury   | \$1,000,000.00 |
| • Damage to Rented Premises     | \$50,000.00    |
| • Medical Expense               | \$5,000.00     |

The following ISO forms must be endorsed to the policy:

- a. CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form
- b. CG 20 10 11 85 or an equivalent – Additional Insured – Owner, Lessees or Contractors (Form B)
- c. Waiver of Subrogation

- B. **Comprehensive Business Automobile Liability Insurance** Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 each accident. Said policy shall cover liability arising out of any automobile used in connection with performance under this Agreement including owned, leased, hired, and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Law of the State of New York to bear license plates.

If the Contractor does not own, lease, or hire any automobiles used in connection with performance under this Agreement, the Contractor is not required to obtain Comprehensive Business Automobile Liability Insurance.

- C. **Data Breach and Privacy/Cyber Liability.** Said insurance shall be maintained in the following limits:

<b>Minimum Coverage Amount:</b>	See NYS-S14-002 Information Classification Standard or successor available at <a href="http://www.its.ny.gov/tables/technologypolicyindex.htm">http://www.its.ny.gov/tables/technologypolicyindex.htm</a> for additional information relating to risk categories.
\$5,000,000	

Said insurance shall include coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the Authorized Users' systems due to the actions of the Contractor which results in unauthorized access to the Authorized User(s) or their data. Said insurance shall provide coverage for damages arising from, but not limited to the following:

- Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
- Personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non- electronic form);
- Privacy notification costs;
- Regulatory defense and penalties;
- Website media liability; and
- Cyber theft of customer's property, including but not limited to money and securities.

- D. **Technology Errors and Omissions.** Said insurance shall be maintained in the following limits:

<b>Minimum Coverage Amount:</b>	See NYS-S14-002 Information Classification Standard or successor available at <a href="http://www.its.ny.gov/tables/technologypolicyindex.htm">http://www.its.ny.gov/tables/technologypolicyindex.htm</a> for additional information relating to risk categories.
\$5,000,000	

Said insurance shall provide coverage for damages arising from computer related services including but not limited to the following:

- Consulting;
- Data processing;
- Programming;
- System integration;
- Hardware or software development;
- Installation;
- Distribution or maintenance;
- Systems analysis or design;
- Training;
- Staffing or other support services; and
- Manufactured, distributed, licensed, marketed or sold cloud computing services.

The policy shall include coverage for third party fidelity including cyber theft.

In addition to the coverages above:

- The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- The policy must include an extended reporting period of no less than one (1) year with respect to events which occurred but were not reported during the term of the policy.
- Any warranties required by the Contractor's insurer as a result of this Contract must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents and employees) of the Contractor as a result of this Contract.
- The policy shall include coverage for third party fidelity, including cyber theft if not provided as part of Cyber Liability, and name the People of the State of New York, OPRHP, their officers, agents, and employees as "Loss Payees" for all Third Party coverage secured. An Endorsement naming as Loss Payees "The People of the State of New York, OPRHP, any entity authorized by law or regulation to use this Contract as an Authorized User and their officers, agents and employees" shall be provided upon request. A blanket Loss Payee Endorsement evidencing such coverage is also acceptable. This requirement applies to both primary and excess liability policies, as applicable.
- The policy shall not contain a condition requiring an arrest and conviction.

### **Workers' Compensation and Disability Benefits Insurance**

Prior to the start of this Agreement, the Contractor shall provide OPRHP with proof of Workers' Compensation Insurance and Disability Benefits Insurance. The following are the only acceptable means of proof; ACORD forms are NOT acceptable proof of coverage.

<b>Acceptable Proof of Workers' Compensation</b>	
CE-200	Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage
C-105.2	Certificate of Workers' Compensation Insurance
U-26.3	NYS Insurance Fund Certificate
GSI-105.2	Certificate of Participation in Workers' Compensation Group Board - approved self-insurance
SI-12	Certificate of Workers' Compensation Self-Insurance

<b>Acceptable Proof of Disability Benefits</b>	
CE-200	Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage
DB-120.1	Certificate of Disability Benefits Insurance

For more information about Workers' Compensation and Disability insurance, log onto the Workers Compensation Board website at [www.wcb.state.ny.us](http://www.wcb.state.ny.us) or call them toll-free at 1-866-546-9322.



## Appendix G – Primary Security and Privacy Mandates

New York State considers the protection of sensitive and confidential information and business systems to be of the utmost importance. The information collected and maintained by state and local government agencies is protected by a myriad of Federal and State laws and regulations. Access to and use of sensitive and confidential information is limited to authorized government employees and legally designated agents, for authorized purposes only.

The following includes several significant federal and state laws, rules and regulations, policies, standards and guidelines that contractors doing business with the State must be aware of. Links to further guidance are included. This list is intentionally US-centric and is not intended to be all-inclusive. Further, since laws, regulations, requirements and industry guidelines change, consulting definitive sources to assure a clear understanding of compliance requirements is critical.

- New York State Breach Notification Act <https://its.ny.gov/breach-notification>
- NYS Cyber Security Policy and related Standards [www.its.ny.gov/eiso/policies/security](http://www.its.ny.gov/eiso/policies/security)
- NYS Cyber Incident Reporting [www.its.ny.gov/incident-reporting](http://www.its.ny.gov/incident-reporting)

### **Criminal Justice Information Services (CJIS) Security Policy**

[www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view](http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view)

The CJIS Security Policy represents a shared responsibility between the Federal Bureau of Investigations (FBI) and CJIS System Agencies (CSA) and State Identification Bureau (SIB). For the state of New York, the NY State Police is the CSA, and the Department of criminal justice is the SIB. The policy covers the roles and responsibilities for the FBI and the CSA and service providers covered under a CJIS security addendums and CJSI management control agreements.

### **Family Educational Rights and Privacy Act (FERPA) - State Ed, Higher Ed**

Protects the privacy of student education records. “Education records” are “those records, files documents, and other materials which 1) contain information directly related to a student; and 2) are maintained by an educational institution.

Examples include: grades, courses taken, schedule, test scores, advising records, educational services received, disciplinary actions, student identification number, Social Security number, student private email. FERPA applies to all schools that receive funds under an applicable program of the U.S. Department of Education. FERPA requirements guidance is available at [www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html](http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html)

### **Federal Information Security Modernization Act (FISMA)**

<http://csrc.nist.gov/drivers/documents/FISMA-final.pdf>

<http://www.dhs.gov/federal-information-security-management-act-fisma>

<http://csrc.nist.gov/groups/SMA/fisma/overview.html>

<http://csrc.nist.gov/groups/SMA/fisma/>

FISMA requires each federal agency to develop, document, and implement an effective agency-wide program to provide information security for the information and information systems that support the operations and assets of the agency, including those provided or managed by another agency, contractor, or other source. It is Title III of the E-Government Act of 2002. It affects Federal agencies, and other agencies they share data with. Key requirements/provisions include:

- Periodic risk assessments;
- Policies and procedures based on these assessments that cost-effectively reduce information security

risk and ensure security is addressed throughout the life cycle of each information system;

- Subordinate plans for information security for networks, facilities, etc.;
- Security awareness training for personnel;
- Periodic testing and evaluation of the effectiveness of information security policies, procedures, practices and controls, at least on an annual basis;
- A process to address deficiencies in information security policies;
- Procedures for detecting, reporting and responding to security incidents;
- Procedures and plans to ensure continuity of operations for information systems that support the organization's operations and assets.

FISMA requires that federal agencies comply Federal Information Processing Standards (FIPS) developed by the National Institute of Standards and Technology (NIST). Guidance documents and recommendations are issued in the NIST Special Publication (SP) 800-series. Office of Management and Budget (OMB) policy OMB Memorandum M-10-15, directs agencies to follow NIST guidance, available at [csrc.nist.gov/publications/PubsSPs.html](http://csrc.nist.gov/publications/PubsSPs.html)

### **Gramm-Leach-Bliley Act (GLB) Act of 1999**

[www.ftc.gov/tips-advice/business-center/privacy-and-security/gramm-leach-bliley-act](http://www.ftc.gov/tips-advice/business-center/privacy-and-security/gramm-leach-bliley-act)

The GLB Act (also known as the Financial Modernization Act of 1999), includes provisions to protect consumers' personal financial information held by financial institutions. There are three principal parts to the privacy requirements: 1) the Financial Privacy Rule, 2) the Safeguards Rule and 3) pretexting provisions. GLB affects financial institutions (banks, securities firms, insurance companies), as well as companies providing financial products and services to consumers (including lending, brokering or servicing any type of consumer loan; transferring or safeguarding money; preparing individual tax returns; providing financial advice or credit counseling; providing residential real estate settlement services; collecting consumer debts). Key requirements/provisions: The privacy requirements of GLB include three principal parts:

- The Financial Privacy Rule: Requires financial institutions to give customers privacy notices that explain its information collection and sharing practices. In turn, customers have the right to limit some sharing of their information. Financial institutions and other companies that receive personal financial information from a financial institution may be limited in their ability to use that information.
- The Safeguards Rule: Requires all financial institutions to design, implement and maintain safeguards to protect the confidentiality and integrity of personal consumer information.
- Pretexting provisions: Protect consumers from individuals and companies that obtain their personal financial information under false pretenses, including fraudulent statements and impersonation.

### **Health Information Portability Accountability Act (HIPAA)**

[www.hhs.gov/hipaa/for-professionals/privacy/index.html](http://www.hhs.gov/hipaa/for-professionals/privacy/index.html)

HIPAA has two major arms - Privacy and Security. Privacy tends to be a business (non-IT) focus, involving the program, HIPAA Privacy Officer and legal. Security tends to be more IT-focused (though it does cover handling of paper records as well). Many health agencies have compliance requirements that are more stringent than HIPAA - HIPAA is the baseline. For example, NYS Public Health law has tight requirements regarding AIDS information. The Federal 42 CFR Part 2 guides privacy requirements of substance abuse information. NYS Mental Hygiene law extends HIPAA consent requirements. Accordingly, meeting baseline HIPAA requirements may not be sufficient in all cases.

- Security rule: [www.hhs.gov/hipaa/for-professionals/security/index.html](http://www.hhs.gov/hipaa/for-professionals/security/index.html)
- Summarized versions: [www.hhs.gov/hipaa/for-professionals/security/laws-regulations/](http://www.hhs.gov/hipaa/for-professionals/security/laws-regulations/)

AMA summary of violation (HHS Office of Civil Rights (OCR) audits can result in significant fines for not following the rules regardless of the scope of impact from a breach).

[www.ama-assn.org/practice-management/hipaa-violations-enforcement](http://www.ama-assn.org/practice-management/hipaa-violations-enforcement)

**Health Information Technology for Economic and Clinical Health (HITECH) Act**

[www.hhs.gov/ocr/privacy/hipaa/administrative/enforcementrule/hitechenforcementifr.html](http://www.hhs.gov/ocr/privacy/hipaa/administrative/enforcementrule/hitechenforcementifr.html)

The Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted in 2009, promotes the adoption and meaningful use of health information technology. Subtitle D of the HITECH Act addresses the privacy and security concerns associated with the electronic transmission of health information, in part, through several provisions that strengthen the civil and criminal enforcement of the HIPAA rules. HITECH requirements guidance is available at:

IRS Safeguard Program, Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies and Entities Pub1075 contains specific requirements for safeguarding federal tax information (current revision effective on Jan. 1, 2014).

**Payment Card Industry Data Security Standard (PCI DSS) [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org)**

The PCI DSS is a set of requirements for enhancing security of payment customer account data, developed by the founders of the PCI Security Standards Council, including American Express, Discover Financial Services, JCB International, MasterCard Worldwide and Visa to help facilitate global adoption of consistent data security measures. PCI DSS includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures. The Council also issued requirements called the Payment Application Data Security Standard (PA DSS) and PCI Pin Transaction Security (PCI PTS). PCI affects retailers, credit card companies, anyone handling credit card data. Currently, PCI DSS specifies 12 requirements, organized in six basic objectives:

**1: Build and Maintain a Secure Retail Point of Sale System.**

- Requirement 1: Install and maintain a firewall configuration to protect cardholder data
- Requirement 2: Do not use vendor-supplied defaults for system passwords and other security parameters

**2: Protect Cardholder Data**

- Requirement 3: Protect stored cardholder data
- Requirement 4: Encrypt transmission of cardholder data across open, public networks

**3: Maintain a Vulnerability Management Program**

- Requirement 5: Use and regularly update anti-virus software
- Requirement 6: Develop and maintain secure systems and applications

**4: Implement Strong Access Control Measures**

- Requirement 7: Restrict access to cardholder data by business need-to-know
- Requirement 8: Assign a unique ID to each person with computer access
- Requirement 9: Restrict physical access to cardholder data

**5: Regularly Monitor and Test Networks**

- Requirement 10: Track and monitor all access to network resources and cardholder data
- Requirement 11: Regularly test security systems and processes

**6: Maintain an Information Security Policy**

- Requirement 12: Maintain a policy that addresses information security

**Sarbanes-Oxley Act of 2002 (SOX) [www.soxlaw.com/](http://www.soxlaw.com/)**

The Sarbanes-Oxley Act is designed to protect investors and the public by increasing the accuracy and reliability of corporate disclosures. It was enacted after the high-profile Enron and WorldCom financial scandals of the early 2000s. It is administered by the Securities and Exchange Commission, which publishes SOX rules

and requirements defining audit requirements and the records businesses should store and for how long. It affects U.S. public company boards, management and public accounting firms. The Act is organized into 11 titles:

1. Public Company Accounting Oversight
2. Auditor Independence
3. Corporate Responsibility
4. Enhanced Financial Disclosures
5. Analyst Conflicts of Interest
6. Commission Resources and Authority
7. Studies and Reports
8. Corporate and Criminal Fraud Accountability
9. White-Collar Crime Penalty Enhancements
10. Corporate Tax Returns
11. Corporate Fraud Accountability

### **The U.S. Electronic Communications Privacy Act, The U.S. Stored Communications Act, The U.S. PATRIOT Act**

The Electronic Communications Privacy Act (ECPA) and the Stored Communications Act (SCA) create statutory privacy rights for people's electronic communications stored by a third-party service provider in "electronic," "computer," "temporary" or "intermediate" storage. Certain types of electronic communications (unread mail that is newer than 180 days) may only be obtained by law enforcement from a service provider via a search warrant. Other electronic communications and user information may be more easily obtained by law enforcement from a third party provider by a court order or subpoena. Any communications may be obtained by law enforcement from a third party provider if the end user has provided consent. End users should be careful not to give such consent by clicking through a Terms of Use and/or Privacy Policy or by signing a contract. The PATRIOT Act allows law enforcement to obtain or intercept electronic communications and other end user data from third-party service providers for terrorism investigations using protocols that are less stringent than those that would normally apply.

- U.S. Electronic Communications Privacy Act <https://it.ojp.gov/PrivacyLiberty/authorities/statutes/1285>
- U.S. Stored Communications Act <https://www.gpo.gov/fdsys/pkg/USCODE-2010-title18/html/USCODE-2010-title18-part1-chap121.htm>
- U.S. PATRIOT Act <https://www.fincen.gov/resources/statutes-regulations/usa-patriot-act>

# Attachment 1 – Financial Proposal

The figures shown below represent OPRHP's best estimate, included for bidding purposes. OPRHP guarantees no minimum or maximum amount of work. Payment to awarded contractor will reflect only work completed. All ancillary costs **must** be included in rates bid. To submit a bid, please enter your price(s) below, being mindful of any required mathematical extensions (e.g. multiplied by quantities/frequency), **All figures must be rounded to two decimal places.**

	Deliverables	Description	Fixed Price Deliverable Cost
	Deliverable 1	<b>Section 2.3</b> Information Architecture, Design and Branding	
	Deliverable 2	<b>Section 2.4</b> Information Architecture, Design and Branding	
	Deliverable 3	<b>Section 2.5</b> Development	
	Deliverable 4	<b>Section 2.6</b> Migration	
	Deliverable 5	<b>Section 2.6.3</b> Quality Assurance and User Acceptance Testing	
	Deliverable 6	<b>Section 2.7</b> Knowledge Transfer and Training	
	Deliverable 7	<b>Section 2.8</b> Deployment and Launch	
	Deliverable 8	<b>Section 2.9</b> Delivery of Product and Documentation	
	Deliverable 9	<b>Section 2.10</b> Project Support and Maintenance	
	Deliverable 10	<b>Section 2.11</b> Ongoing Enhancements	
<b>Grand Total Cost to OPRHP:</b>			

**Note:** All bids must be valid for at least 180 days.

Bidder Certification			
By completing this bid form, the Bidder certifies that it has carefully examined the bidding and contract documents, has a full understanding of ORRHP's requirements, and agrees to perform this contract and to provide all goods and / or services, labor, material, and equipment necessary for this contract at the bid price offered, if so awarded.			
Company Name:		Federal ID No.:	
Doing Business As:		SFS ID No.:	
<input type="checkbox"/> NYS Small Business* <sup>1</sup> # Employees	<input type="checkbox"/> NYS Certified Minority-Owned Business	<input type="checkbox"/> NYS Certified Women-Owned Business	<input type="checkbox"/> NYS Service-Disabled Veteran Owned Business
Address:		City	
		State	
		Zip Code	
Name of Official:		Title:	
E-Mail		Telephone:	
_____ Signature		_____ Date	

**Bidder Certification Signature shall be completed in ink.**

## Attachment 2 – Intent to Bid / No Bid

Please complete this for to signify if your firm intends to bid or has chosen not to bid on this procurement opportunity, please use the space below to briefly explain why and return this form to:

Office of Parks, Recreation and Historic Preservation  
 Procurement and Service Contracts Unit  
 625 Broadway  
 Albany, NY 12207  
[ServiceContracts@parks.ny.gov](mailto:ServiceContracts@parks.ny.gov)

- My Company / Firm Intends to Bid on this RFP
- My Company / Firm Does Not Intend to Bid on this RFP for the reason(s) stated below:  
 Reason(s):

Company Name:		
Doing Business As:		
Name of Official:		Title
E-Mail		Telephone:
_____		_____
Signature		Date

## Attachment 3 – References

**Bidder Name:**

Bidders must provide References per RFP Sections Reference Qualifications 1.4.2 and Reference Check 1.4.3.

### Reference 1

Customer Name:	
Address	
Contact Name:	Title:
E-Mail	Telephone:
Timeframe of Services:	URL of Site:
Brief Description of Services Provided:	

### Reference 2

Customer Name:	
Address	
Contact Name:	Title:
E-Mail	Telephone:
Timeframe of Services:	URL of Site:
Brief Description of Services Provided:	

### Reference 3

Customer Name:	
Address	
Contact Name:	Title:
E-Mail	Telephone:
Timeframe of Services:	URL of Site:
Brief Description of Services Provided:	

## Exhibit 1 – Current Webpage Coding Samples

Exhibit 1 – Current Webpage Coding Samples can be downloaded from the OPRHP Procurement Opportunities webpage here: <https://parks.ny.gov/business/procurement-opportunities.aspx>

Additionally, the .zip file for Exhibit 1 can be downloaded directly from here:

<https://parks.ny.gov/documents/business/procurement/Exhibit1CurrentWebpageCodingSamples.zip>



## Exhibit 2 – Deliverable Transmittal Form

Contractor Deliverable Information to be completed by Contractor			
<b>Date Deliverable Presented for Acceptance:</b>	<b>Deliverable Title:</b>	<b>Deliverable #:</b>	
<b>Deliverable Due Date (per work plan):</b>	<b>Contact person(s):</b>	<b>Deliverable Status:</b> Draft <input type="checkbox"/> Final <input type="checkbox"/>	
<b>Date(s) Delivered to OPRHP Project Manager:</b> - Hardcopies: - Electronic (soft) copy:	<b>Electronic Copy:</b> <input type="checkbox"/> Disk/CD/DVD Attached <input type="checkbox"/> File emailed to:		
<b>Signature:</b>		<b>Date:</b>	
<b>OPRHP Project Manager – Fill out and sign to indicate receipt</b>			
<i>Below for State use only</i>			
<b>Date Deliverable Received:</b> Number: - Hardcopies: - Electronic (soft) copy:	<b>Received by:</b>	<b>Document</b>	<b>Number(s) of related documents:</b>
<b>Did Deliverable meet requirements?</b>	Yes	No	

		<b>OPRHP Project Manager Recommendation:</b>	
		<input type="checkbox"/> Approval <input type="checkbox"/> Disapproval	
<b>Comments:</b>			
<b>OPRHP Project Manager Signature:</b>		<b>Date:</b>	<b>Project Tracking Tool Updated?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Before forwarding to OPRHP Project Manager, does this package contain:</b> <input type="checkbox"/> Copy of Deliverable? <input type="checkbox"/> Copies of all supporting documentation (email, comments, etc.)  <input type="checkbox"/> Draft letter of notification of approval/disapproval for OPRHP Project Manager's signature			<b>Date sent to OPRHP Project Manager:</b>
<b>OPRHP Project Manager Review</b>			
<input type="checkbox"/> Approved  <input type="checkbox"/> Disapproved	<b>Signature:</b>		<b>Date:</b>

## Exhibit 3 – Letter of Deliverable Acceptance

*Date*

*To: < Contractor >*

*From: < OPRHP Project Manager >*

*Re: Acceptance of Deliverable < #XXX, Deliverable Name >*

*This letter serves as notification that your Deliverable < Deliverable name and number > is Accepted as of < Acceptance date >.*

**< Special instructions or next step specific to the Deliverable and/or vendor go here if applicable >**

*Please retain a copy of this letter for your records. Any questions can be directed to < Person Name >, < Contract Manager or State Administrative Manager >.*

*Thank you,*

**< OPRHP Project Manager Name >**

**< Project Name > OPRHP Project Manager**

## Exhibit 4 – Letter of Deliverable Rejection

*Date*

*To: < Contractor >*

*From: < OPRHP Project Manager >*

*Re: Rejection of Deliverable < #XXX, Deliverable Name >*

*This letter serves as notification that your Deliverable < Deliverable name and number > is rejected as of < rejection date >. You have < xx days/weeks/months > to rectify the defects noted below.*

**< Specific reasons for rejection go here. Reference the Deliverable comment form as appropriate. >**

**< Special instructions or next step specific to the Deliverable and/or vendor go here. Describe the process to resubmit the corrected Deliverable. >**

*Please retain a copy of this letter for your records. Any questions can be directed to < Person Name >, < Contract Manager or State Administrative Manager >.*

*Thank you,*

< OPRHP Project Manager Name >

< Project Name > OPRHP Project Manager

NYS OPRHP RFP C003648

## Exhibit 5 - NYS Branding Overview Guidelines



**New York State  
Branding Overview,  
Guidelines and  
Architecture**

# Table of Contents

NEW YORK STATE BRAND GUIDELINES

## New York State Branding Overview Guidelines Impact Summary New York State Brand Guidelines and Architecture Introduction to Brand Guidelines Glossary Of Terms

### 1. New York State Brand Elements

- 1.1 The New York State brand mark
- 1.2 The New York State identifier
- 1.3 New York State brand mark and identifier clear space and minimum size
- 1.4 NY State brand mark don'ts
- 1.5 NY State identifier don'ts
- 1.6 Core colors and tints for NY State
- 1.7 Core primary color palette
- 1.8 Core secondary color palette
- 1.9 NY State brand mark color variations and backgrounds
- 1.10 NY State identifier color variations and backgrounds
- 1.11 Core typography
- 1.12 Typography style
- 1.13 Replacement fonts
- 1.14 Replacement fonts style
- 1.15 Naming conventions for programs and initiatives

### 2. New York State Agencies and Authorities: Groupings and Architecture

- 2.1 New York State agencies and authorities groupings
- 2.2 Color coding for the organizational groupings
- NY State architecture: Introducing endorsement systems and sample lock-ups**
- 2.3 NY State brand architecture
- 2.4 How to build NY State brand mark/agency lock-ups
- 2.5 Architecture and sample entity lock-ups
- 2.6 NY State brand mark/agency lock-up and color variations
- 2.7 Single agency endorsement
- 2.8 Example of a single agency endorsement
- 2.9 Endorsement of an entity owned by an agency, authority or office
- 2.10 Example of an endorsed entity owned by an agency, authority or office
- 2.11 Building multiple agency lock-ups
- 2.12 Schematic of an endorsed entity and multiple agency lock-up
- 2.13 Example of an endorsed entity and multiple agency lock-up
- 2.14 Color selection for multiple agency lock-up
- 2.15 Legacy logos: agency and program logos that will remain intact and endure
- 2.16 Schematic of a legacy logo endorsement primary option
- 2.17 Example of a legacy program logo endorsement
- 2.18 Example of a legacy agency logo endorsement
- 2.19 Legacy logos in restricted space: endorsing agency lock-ups

- 2.20 Legacy logos in restricted space: schematic of endorsing agency lock-ups
- 2.21 Examples of when a legacy logo is not endorsed
- 2.22 Legacy logo endorsement of a sub-program or initiative lock-up
- 2.23 Schematic of a legacy logo endorsing a sub-program
- 2.24 Example of a legacy logo endorsing a sub-program
- 2.25 Schematic of a multiple legacy logo endorsement
- 2.26 Example of multiple legacy logos endorsement
- 2.27 Third party logo endorsement
- 2.28 Examples of third party logo endorsement
- 2.29 Stationery
- 2.30 Stationery with legacy logos
- 2.31 Stationery with legacy logos when endorsed by an agency
- 2.32 Example of stationery
- 2.33 Example of business cards
- 2.34 Email signature
- 2.35 Example of an email signature
- 2.36 Web
- 2.37 Example of the NY State identifier and brand mark agency lock-up
- 2.38 Branding in social media
- 2.39 Branding in video communications

### 3. The Great Seal of the State of New York and the Coat of Arms

- 3.1 The Great Seal of the State of New York, and the Coat Of Arms
- 3.2 The New York Coat of Arms and agency lock-ups
- 3.3 The New York Coat of Arms and multiple agency lock-ups
- 3.4 Example of the New York Coat of Arms and agency lock-up

### 4. New York State Secondary Brand Elements

- 4.1 The diversity holding shape
- 4.2 The progress holding shape
- 4.3 Photography style
- 4.4 Photography usage
- 4.5 Charts and graphs
- 4.6 Iconography
- 4.7 Branding application in real world situations
- 4.8 Branding application in real world situations don't's
- 4.9 Example of PowerPoint slides
- 4.10 Example of alternative PowerPoint slides
- 4.11 Example of trade show displays
- 4.12 Design layouts in real world situations
- 4.13 Identity guidelines ensure a consistent look and feel across NY State communications

### 5. Guidelines Commitment

# New York State Branding Overview



# The Opportunity

New York State has the opportunity to accrue the benefits that come from a clear, consistent and accurate representation of itself. We will accomplish this through the creation and management of our brand across all agencies, authorities and programs and on all of their respective pieces of communication.

## Benefits of Branding for New York State

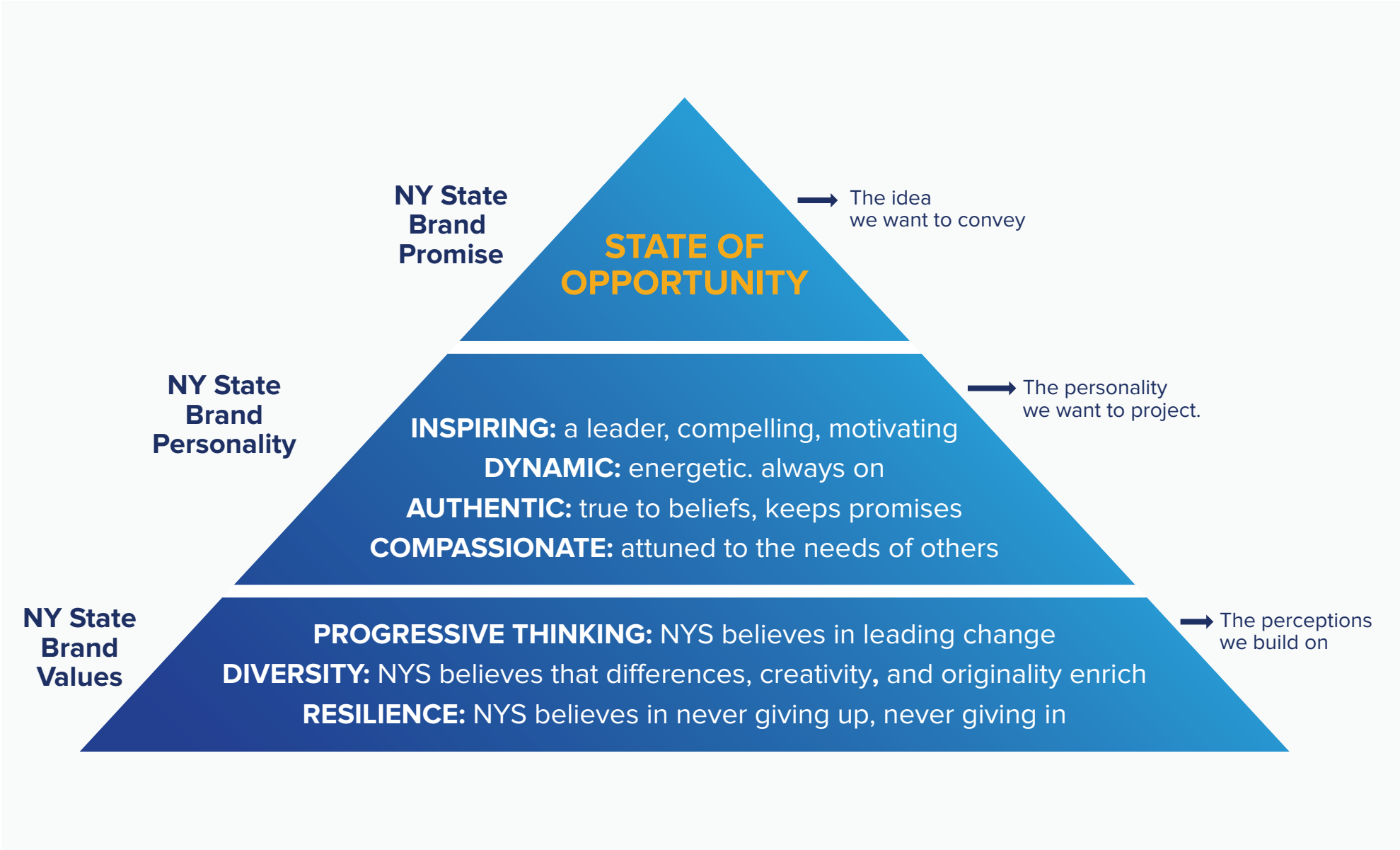
- Consistent graphic approach
- More effective messaging
- More efficient materials creation
- Better “customer” experience and enhanced service delivery

## Our Approach

- Research driven
- Input from residents, business owners, leaders and tourists
- Collaboration across agencies



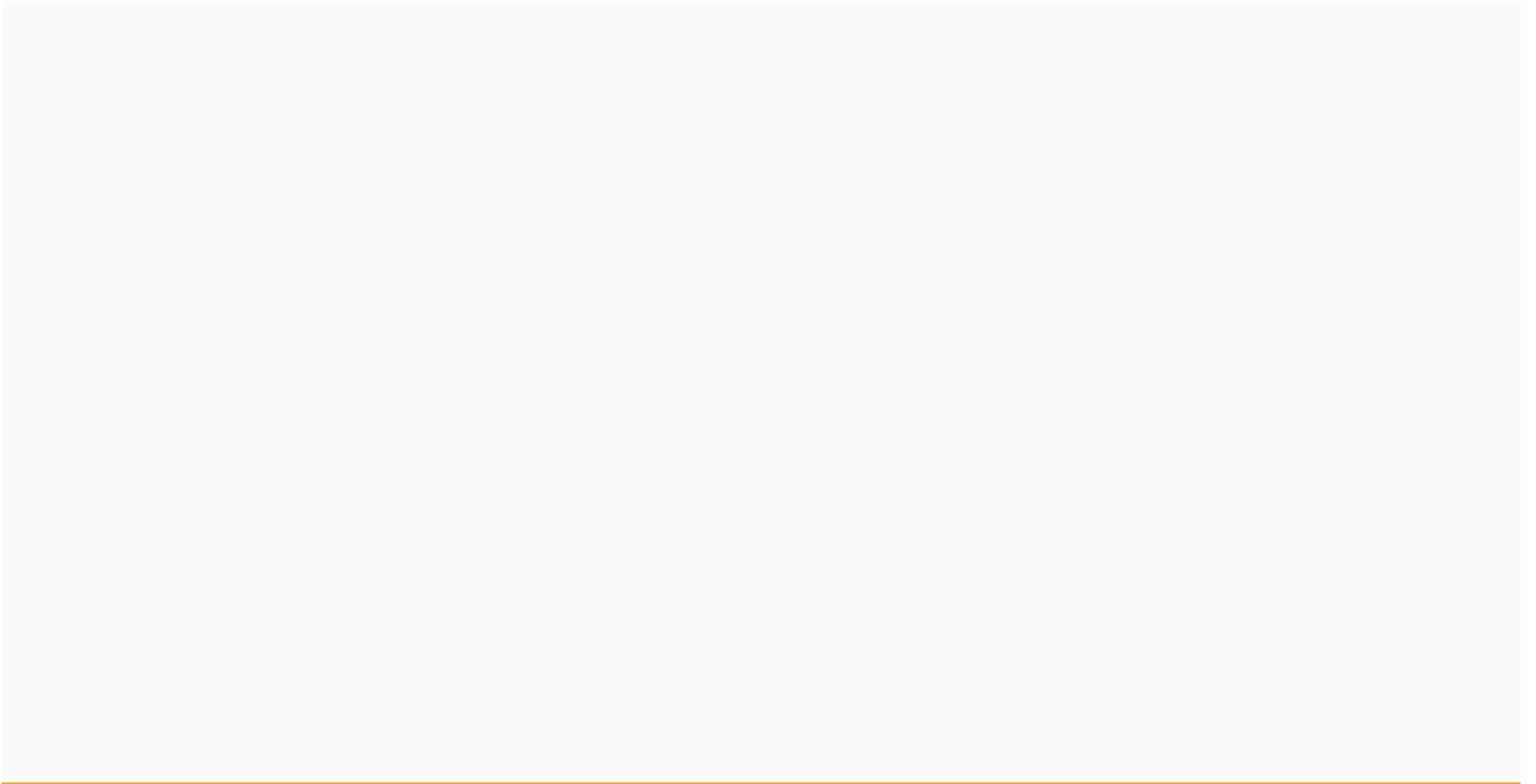
# New York State Brand Platform



# Guidelines Impact Summary

- New York State brand logo will be mandatory for agency and/or program communications.
- No agency, program or initiative will use or create its own logo with the following exceptions: NY State Lottery, MTA, ILNY, Start Up NY. These legacy logos will still be required to co-brand their materials and follow all other branding guidelines.
- PANYNJ, SUNY and State Education Departments are exempt from branding guidelines.
- The Great Seal of the State of NY will be standardized and available for use only by the Governor's office or with permission of the Secretary of State. The Coat of Arms will be used only for legal documents (e.g., registration, etc.).
- The Governor's office will have a distinctive set of guidelines and templates for exclusive use to communicate Governor's office initiatives.
- There are nine agency groupings which should define taxonomy in all enterprise initiatives.
- Each grouping - and the agencies within each grouping - have an associated color palette.

# The New York State Brand Guidelines and Architecture



# Introduction to the Brand Guidelines

## **What brand guidelines are**

Brand guidelines are a set of visual and verbal assets that are essential properties of the New York State brand, accompanied by a set of rules on how to properly use and combine the assets.

## **What a brand architecture is**

A brand architecture is a set of rules governing hierarchies and relationships for the state and its agencies, programs and initiatives.

## **Insuring a consistent look and feel**

These guidelines are designed not to curb creativity when representing New York State and/or the entities of NY State, but rather to provide a unifying context for creativity so that—in different materials produced by different individuals— the New York State brand and architecture retain their integrity.

## **Your responsibilities**

By familiarizing yourself with these guidelines and following them, you are fulfilling your part in helping the New York State brand remain focused so that it stays true to itself and flourishes. This is a great responsibility, and we thank you for honoring it.

# Glossary of Terms

**Anchor line:** The vertical or horizontal line used in lock-ups that separates one entity from another (e.g. an agency from one of its programs); or the line that anchors an agency or program/initiative in a piece of communication in the absence of an endorsing entity. (See page 32 for an example.)

**Architecture:** The hierarchy and relative relationships that define how New York State and its various entities visually appear together in communications. The architecture has several levels, where Level 1 (NY State) is the primary governing entity in visual display. The entities on levels successively below are assigned visual governance status as secondary (Level 2), tertiary (Level 3) and so on. The NY State brand architecture helps guide and streamline the appearance of all entities under the purview of the state.

**Color palette:** A set of approved colors to be used when representing the NY State brand, as well as the nine groupings of agencies and initiatives.

**Endorsement:** How one entity in the state government visually supports or sponsors another in communications. It represents a hierarchy of entities, where there are secondary and/or tertiary entities that are endorsed by a primary entity. This is represented visually in the architecture system (see definition above). An “endorsing entity” is higher up in the architecture than an “endorsed entity.” The highest entity in the architecture is NY State. NY State will always be an “endorsing entity.” (See pages 89-93 for examples.)

**Entity:** A catch-all phrase for state agencies, offices, authorities, programs and initiatives.

**Footprint:** The surface area taken up by entities either alone or in lock-ups in visual display. A footprint can be measured in a ratio: for example, 2” high x 3” wide.

**Grouping:** One of eight categories of NY State government services under which all agencies and initiatives are organized for the purposes of visual display, and to make searching for those agencies and initiatives by citizens, businesses and visitors easier and more intuitive.

**Holding shape:** A geometric configuration that provides a spatial context in which visual and/or verbal elements are contained, or “held.” These shapes are intended to ensure consistency of how visual or verbal information is presented in media so that communications from any agency, office or program under the purview of NY State have a familial resemblance. They are scalable and designed to accommodate a variety of color, text and visuals for creativity and flexibility in design. (See page 78-79 for examples.)

**Iconography:** The use of simple stylized, illustrated images to rapidly convey the location or intention of information. These are often seen on “buttons” for smart phones and signs. Examples include the image of a clock face to signify a time-related matter; the image of a shopping cart to signify a purchase; or the image of a back arrow to signify navigation. (See page 80 for an example.)

**Lock-up:** How different elements (color, shape, type, tag line) or different entities (NY State, agencies, programs) integrate as a unit. These can be mono lock-ups, where only one entity is represented; duo lock-ups, where two entities are represented in a fixed relationship to each other; and multiple lock-ups, where three or more entities are represented in a fixed relationship to each other. (See page 32 for an example.)

**NY State brand mark:** The primary visual representation of NY State in communications using color, typography, tag line and shape of the state. (See page 11 for an example.)

**NY State identifier:** The brand mark without the tag line that is used as the visual representation when the «state of opportunity» tag line is not appropriate. (See page 12 for an example.)

**Verbal assets:** Verbal properties of the brand system, such as the tag line (State of Opportunity).

**Visual assets:** Visual properties of the brand system, such as brand mark, identifier, typography, color, photography, illustrations, charts, etc.

# 1. New York State Brand Elements

## **What brand elements are**

They are the foundational building blocks of the NY State brand in all communications and media. These are the NY State brand mark, the NY State identifier, color palette, typography and tag line.

## **Strategy drives design choices**

Visual and verbal assets are not subjective or accidental. They are purposefully chosen based on a central strategy. This strategy has two components: The Brand Promise and The Brand Character. (See the Brand Platform on page 5).

## **These elements are not open to much interpretation**

Because these elements and their relation to each other are so essential to the New York State brand, the guidelines around these primary brand elements are very specific and not open to much interpretation.

# 1.1

## NEW YORK STATE BRAND ELEMENTS

### THE NEW YORK STATE BRAND MARK

#### New York State brand mark

To the right is the New York State brand mark—the first of its kind. It will be a registered trademark, protected by the Trademark Act of the United States of America. It features the outline of New York State in a gradient blue color, intersecting with the name of the state in gold, and the tag line in blue: State of Opportunity.

#### The tag line

An integral part of the brand mark, the tag line is an expression of the brand strategy, the brand promise (State of Opportunity), along with the brand character personality traits (Inspiring, Dynamic, Compassionate and Authentic).

#### When to use the brand mark

The brand mark is the universal primary brand mark for NY State. It should be used whenever possible and appropriate. For exceptions, please see the next page, the NY State identifier.

Please see the following pages for guidelines regarding how it should be deployed.

#### NEW YORK STATE BRAND MARK

THE BRAND MARK BELOW IS THE SOLE AND PRIMARY BRAND MARK FOR NY STATE. IT SHOULD BE USED WHENEVER POSSIBLE AND APPROPRIATE.



# 1.2

## NEW YORK STATE BRAND ELEMENTS

### THE NEW YORK STATE IDENTIFIER

#### New York State identifier

To the right is the New York State Identifier. It is similar to the brand mark, but does not have the tag line. It will be a registered trademark, protected by the Trademark Act of the United States of America. It features the outline of New York State in a gradient blue color, intersecting with the name of the state in gold.

#### When to use the identifier

The identifier is used instead of the brand mark in three exceptions: 1) when the content of the communication is at odds with the spirit of the tag line: State of Opportunity. Example: the sensitive nature of communications from Domestic Violence Prevention may be compromised by the spirit of the tag line. 2) online when size restrictions make using the brand mark impractical; or 3) on products and other printed material where there are size restrictions (see page 84-85 for examples).

Please see the following pages for guidelines regarding how it should be deployed.

#### NEW YORK STATE IDENTIFIER

THE IDENTIFIER IS USED INSTEAD OF THE BRAND MARK IN THREE EXCEPTIONS. PLEASE REFER TO THE COPY ON THE LEFT FOR FURTHER EXPLANATION.





# 1.3

## NEW YORK STATE BRAND ELEMENTS

### NEW YORK STATE BRAND MARK AND IDENTIFIER: CLEAR SPACE AND MINIMUM SIZE

#### Clear space

To ensure the proper prominence and legibility of the New York State brand mark and identifier, always surround it with a minimum amount of clear space. This clear space isolates the brand mark and identifier from competing elements such as text, photography or background patterns that may compromise its appearance.

The clear space for the brand mark and identifier is equal to the height of the first letter of the state name (N), in whatever size in which the brand mark and identifier are reproduced.

#### Minimum size

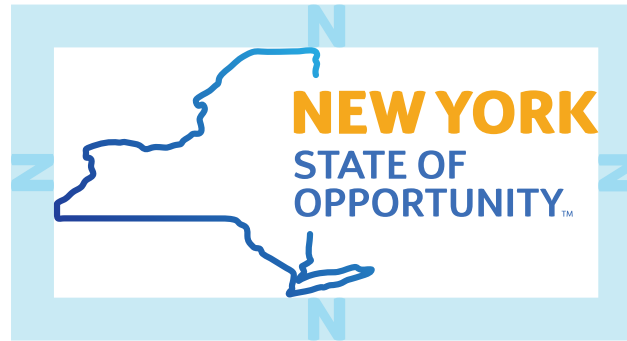
The NYS brand mark and identifier can be used in a wide variety of sizes, but when sized too small, legibility is reduced and impact is diminished. The minimum size is determined by the height of the lock-up. The brand mark and its tag line and the identifier should never appear smaller than .25" in height, and only at that size if production standards ensure legibility.

#### Trademark

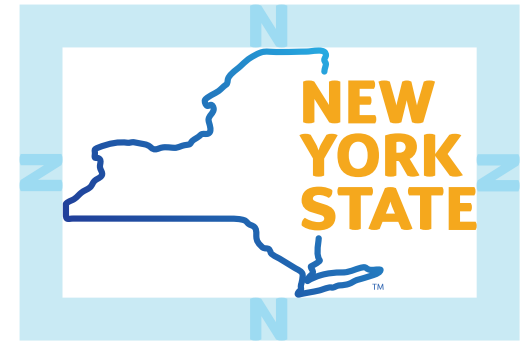
The brand mark and identifier are trademarked. As illustrated by examples on this page, the TM should be used when space allows for it to be clearly legible.

#### CLEAR SPACE

THE NEW YORK STATE BRAND MARK



THE NEW YORK STATE IDENTIFIER



N = HEIGHT OF THE "N" IN NEW YORK STATE

#### MINIMUM SIZE

THE NEW YORK STATE BRAND MARK



THE NEW YORK STATE IDENTIFIER



# 1.4

## NEW YORK STATE BRAND ELEMENTS

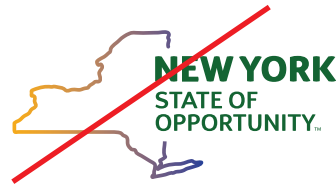
### NEW YORK STATE BRAND MARK “DON'TS”

To the right are several examples of how you should NOT represent the NYS brand mark. This is by no means a complete list. These examples represent the “don'ts” most commonly used when guidelines are violated.

#### Video application and 3D rendering

The primary display of the brand mark and identifier is as a two-dimensional image. With the exception of signage and plaques, do not represent the brand mark or identifier in 3D. In video communications, animations and 3D renderings are permitted as long as the NY State brand mark retains its integrity and a dignified presence. For example, don't spin or distort the brand mark in any way.

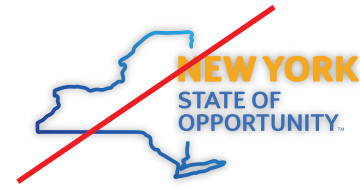
#### BRAND MARK DON'TS



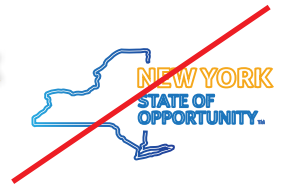
DO NOT CHANGE THE BRAND MARK COLOR



DO NOT CHANGE THE BRAND MARK PROPORTION



DO NOT ADD DROP SHADOWS OR OTHER EFFECTS TO THE BRAND MARK



DO NOT OUTLINE THE BRAND MARK



DO NOT ROTATE THE BRAND MARK



DO NOT LOCK UP PRODUCT IDENTIFIERS OR PRODUCT DESCRIPTIONS WITH THE BRAND MARK



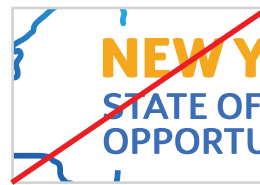
DO NOT PLACE THE BRAND MARK ON A COMPLICATED BACKGROUND OR A BACKGROUND THAT REDUCES ITS LEGIBILITY



DO NOT REMOVE THE STATE OUTLINE FROM THE BRAND MARK



DO NOT USE THE PREFERRED BRAND MARK ON A DARK BACKGROUND



DO NOT CROP THE BRAND MARK



DO NOT USE THE BRAND MARK IN A HOLDING BOX OR OTHER SHAPE

# 1.5

## NEW YORK STATE BRAND ELEMENTS

### NEW YORK STATE IDENTIFIER “DON'TS”

To the right are several examples of how you should NOT represent the NYS identifier. This is by no means a complete list of examples. These examples represent the “don'ts” most commonly used when guidelines are violated.

#### Video communication and 3D rendering

The primary display of the brand mark and identifier is as a two-dimensional image. With the exception of signage and plaques, do not represent the brand mark or identifier in 3D. In video communications, animations and 3D renderings are permitted as long as the NY State identifier retains its integrity and a dignified presence. For example, don't spin or distort the identifier in any way.

#### IDENTIFIER DON'TS



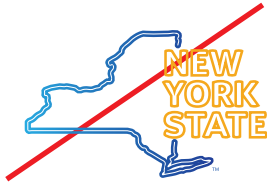
DO NOT CHANGE THE IDENTIFIER'S COLOR



DO NOT CHANGE THE IDENTIFIER'S PROPORTION



DO NOT ADD DROP SHADOWS OR OTHER EFFECTS TO THE IDENTIFIER



DO NOT OUTLINE THE IDENTIFIER



DO NOT ROTATE THE IDENTIFIER



DO NOT LOCK UP PRODUCT DESCRIPTIONS WITH YOU THE IDENTIFIER



DO NOT PLACE THE IDENTIFIER ON A COMPLICATED BACKGROUND OR A BACKGROUND THAT REDUCES ITS LEGIBILITY



DO NOT REMOVE THE STATE OUTLINE FROM THE IDENTIFIER



DO NOT USE THE PREFERRED IDENTIFIER ON A DARK BACKGROUND



DO NOT CROP THE IDENTIFIER



DO NOT USE THE IDENTIFIER IN A HOLDING BOX OR OTHER SHAPE

# 1.6

## NEW YORK STATE BRAND ELEMENTS

### CORE COLORS AND TINTS FOR NEW YORK STATE

#### Legacy colors

The New York State color palette retains the the gold and dark blue most often used in NYS communications. Gold evokes the value of being inspiring, while the dark blue evokes the value of being authentic—two personality traits in the state’s brand character.

#### New colors

To help convey another personality trait in the brand character (dynamic), a light blue has been added, enlivening the palette overall, yet in keeping with the legacy colors. The light blue can be used as a solid color, or in a blue gradient as shown to the right.

#### How to combine colors

Other than the fixed use of colors specified in these guidelines for the NY State brand mark, color selection for communications is open to any combination as long as the selections are from the NY State color palette. Colors may be used for backgrounds, as text, as borders or accents to graphic images or photography, etc.

Color formulas for the entire palette can be found on the next two pages.

NYS CORE COLOR PALETTE



## 1.7

## NEW YORK STATE IDENTITY ELEMENTS

CORE PRIMARY  
COLOR PALETTE**Color selection is driven by the brand strategy**

The NYS primary color palette is intended to be inspiring, dynamic and authentic. The consistent use of the core colors helps define and reinforce our distinctive brand character, and should be used on all communications and promotional materials.

**Color formulas to reproduce color accurately**

We have enlisted the standards of the Pantone Matching System (PMS), which is a universally recognized color matching system based on lithography printing inks. The color palette includes 1) specific spot color references for both coated and uncoated paper stocks, and 2) process match breakdowns (CMYK) for printing applications with limited budgets. (Please note that these numbers may differ due to the way inks appear on different stocks.) Also included are RGB equivalents for use in word processing and presentation software, as well as hexadecimal equivalents for emitted light and web applications.

All color breakdowns in the Brand Guidelines are based on the Official Pantone Matching System 2015. They are optimized for the majority of computer monitors, operating systems and browsers. Adhering to the Pantone matching system will allow for color to be reproduced and displayed in the most unified and consistent manner possible.

When working in your software application, always create the color by entering the values for the Pantone colors supplied here for either CMYK, RGB or Hex.

## NYS PRIMARY CORE COLORS

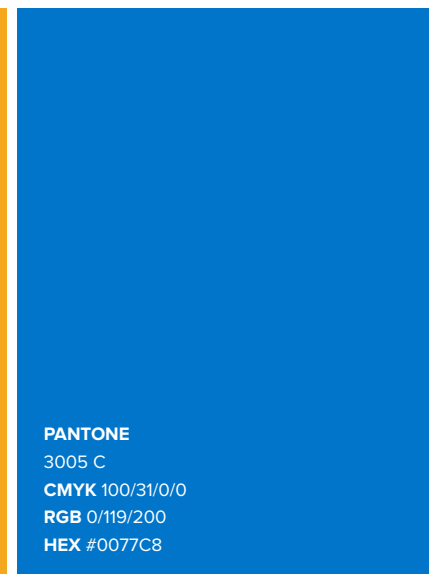


**CMYK** 100/90/6/1  
**RGB** 35/62/144  
**HEX** #233E90

**CMYK** 71/15/0/0  
**RGB** 30/169/225  
**HEX** #1EA9E1



**PANTONE**  
130 C  
**CMYK** 0/32/100/0  
**RGB** 242/169/0  
**HEX** #F2A900



**PANTONE**  
3005 C  
**CMYK** 100/31/0/0  
**RGB** 0/119/200  
**HEX** #0077C8



**PANTONE**  
288 C  
**CMYK** 100/80/6/32  
**RGB** 0/45/114  
**HEX** #002D72

# 1.8

## NEW YORK STATE BRAND ELEMENTS

### CORE SECONDARY COLOR PALETTE

#### Rationale for secondary colors

The secondary color palette is designed to support and complement the primary color palette. They are percentages, or tints, of the primary colors. Taken together the primary and secondary colors enable flexibility and variety in design.

#### Color formulas to reproduce color accurately

We have enlisted the standards of the Pantone Matching System (PMS), which is a universally recognized color matching system based on lithography printing inks. The color palette includes 1) specific spot color references for both coated and uncoated paper stocks, and 2) process match breakdowns (CMYK) for printing applications with limited budgets. (Please note that these colors may differ due to the way inks appear on different stocks.) Also included are RGB equivalents for use in word processing and presentation software, as well as hexadecimal equivalents for emitted light and web applications.

#### NYS SECONDARY CORE COLORS

<b>PANTONE</b> 109 C <b>CMYK</b> 0/9/100/0 <b>RGB</b> 255/209/0 <b>HEX</b> #FFD100	<b>PANTONE</b> 127 C <b>CMYK</b> 0/4/62/0 <b>RGB</b> 243/221/109 <b>HEX</b> #F3DD6D	<b>PANTONE</b> 2925 C <b>CMYK</b> 85/21/0/0 <b>RGB</b> 0/156/222 <b>HEX</b> #009CDE	<b>PANTONE</b> 7682 C <b>CMYK</b> 63/37/2/0 <b>RGB</b> 103/135/183 <b>HEX</b> #6787B7	<b>PANTONE</b> 7687 C <b>CMYK</b> 100/78/0/18 <b>RGB</b> 29/66/138 <b>HEX</b> #1D428A	<b>PANTONE</b> 2728 C <b>CMYK</b> 90/68/0/0 <b>RGB</b> 0/71/187 <b>HEX</b> #0047BB
<b>PANTONE</b> BLACK 6 C <b>CMYK</b> 100/79/44/93 <b>RGB</b> 16/24/32 <b>HEX</b> #101820	<b>PANTONE</b> COOL GRAY 10 C <b>CMYK</b> 40/30/20/66 <b>RGB</b> 99/102/106 <b>HEX</b> #63666A	<b>PANTONE</b> COOL GRAY 8 C <b>CMYK</b> 23/16/13/46 <b>RGB</b> 136/139/141 <b>HEX</b> #888B8D	<b>PANTONE</b> COOL GRAY 4 C <b>CMYK</b> 12/8/9/23 <b>RGB</b> 187/188/188 <b>HEX</b> #BBBCBC	<b>PANTONE</b> COOL GRAY 2 C <b>CMYK</b> 5/3/5/11 <b>RGB</b> 208/208/206 <b>HEX</b> #D0D0CE	<b>PANTONE</b> 7541 C <b>CMYK</b> 7/1/3/2 <b>RGB</b> 217/225/226 <b>HEX</b> #D9E1E2

# 1.9

## NEW YORK STATE BRAND ELEMENTS

### NEW YORK STATE BRAND MARK: COLOR VARIATIONS AND BACKGROUNDS

To the right are several illustrations of the approved ways to showcase the NY State brand mark, a lock-up that includes the tag line. These include approved one-color variations when the brand mark appears on a white background, as well as approved color backgrounds on which the brand mark may be featured.

These color variations are examples taken from the core palette, and provide contrast and legibility for the NY State brand mark.

You may also use any color from the NYS color palette to showcase the NYS brand mark, using good judgment for contrast and legibility. Any other color representations of the brand mark outside of the approved color palette are a violation of the guidelines.

#### PRIMARY BRAND MARK LOCK UP



#### ONE COLOR BRAND MARK LOCK UP



#### BRAND MARK LOCK UP ON COLOR BACKGROUNDS



# 1.10

## NEW YORK STATE BRAND ELEMENTS

### NEW YORK STATE IDENTIFIER: COLOR VARIATIONS AND BACKGROUNDS

To the right are several illustrations of the approved ways to showcase the NY State identifier, a lock-up that does not use the tag line. These include approved one-color variations when the identifier appears on a white background, as well as approved color backgrounds on which the identifier may be featured.

These color variations are examples taken from the core palette, and provide contrast and legibility for the NY State identifier.

You may also use any color from the NYS color palette to showcase the NYS identifier, using good judgment for contrast and legibility. Any other color representations of the identifier outside of the approved color palette are a violation of the guidelines.

#### NEW YORK STATE IDENTIFIER



#### ONE COLOR IDENTIFIER



#### IDENTIFIER ON COLOR BACKGROUNDS





# 1.11

## NEW YORK STATE BRAND ELEMENTS

### CORE TYPOGRAPHY

Typography is a strong extension of the NY State brand character, and plays a major role in creating a distinctive and consistent look for New York State across all communications and promotional materials.

#### D Sari Bold

D Sari is used ONLY for the 1) NY State brand mark and identifier, 2) the tag line and 3) all other agency, program and initiative titles when represented in lock-ups with the NY State brand mark.

#### Proxima Nova

This font has been selected for its versatility and legibility for body copy. It offers many weights and styles, which provide a broad degree of design flexibility for all graphic communications.

#### Oswald Light

This font has been selected for its narrow footprint and diverse weights to use as accent copy, such as a subtitle, a list or a piece of information that needs to be called out. This font has also been re-drawn and reformed to better fit the pixel grid of standard digital screens. Oswald is designed to be used freely across the internet by web browsers on desktop computers, laptops and mobile devices.

See page 95 for information on DSari and Proxima nova font licenses for desktop and app.

#### SYSTEM FONT

##### D Sari Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890!@#%\$%^&\*

#### COMMUNICATION FONTS

##### Proxima Nova Light

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890!@#%\$%^&\*

##### Proxima Nova Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890!@#%\$%^&\*

##### Proxima Nova Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890!@#%\$%^&\*

##### Oswald Light

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890!@#%\$%^&\*

##### Oswald Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890!@#%\$%^&\*

##### Proxima Nova Semi Bold

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890!@#%\$%^&\*

# 1.12

## NEW YORK STATE BRAND ELEMENTS

### TYPOGRAPHY STYLE

When rendered consistently, the proper use of type will draw readers' attention, lead them to the most important information first, and maintain a sense of clarity, order, legibility and structure throughout written communications.

#### Rules for use of type

The hierarchy of information guides the type sizes and weights (thickness) for different levels of information, illustrated here to the right.

#### Primary use of type

Set titles in Proxima Nova bold using title case (initial cap followed by lower case letters). Subtitles set in bold using sentence case and body copy is set in Proxima Nova regular. Information or data that needs to be differentiated and called out in display should be set in Oswald bold upper case.

#### Typography exceptions

In cases where the primary use of type restricts visual differentiation and impact, the other type weights of the Proxima and Oswald families may be used.

#### TYPOGRAPHY

Proxima Nova Light  
Proxima Nova Regular  
**Proxima Nova Bold**

Oswald Light  
**Oswald Regular**  
**Oswald Bold**

#### TYPE STYLE

**Title Set In Proxima  
Nova Bold, Title Case.**

**Subtitle set in proxima nova bold, sentence case.  
Lorem ipsum dolor sit amet, consectetur adipisc-  
ing elit, sed do eiusmod tempor incididunt ut  
labore et dolore magna aliqua.**

Body copy set in proxima nova regular, sentence case. Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum.

Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum.

INFORMATION OR DATA  
THAT NEEDS TO BE HIGHLIGHTED  
OR EMPHASIZED SHOULD BE SET IN  
OSWLAD BOLD, UPPER CASE

**LOREM IPSUM  
100%**

# 1.13

## NEW YORK STATE BRAND ELEMENTS

### REPLACEMENT FONTS

When the primary type font (Proxima Nova) is unavailable for use due to the restrictions of media, use Arial in its place.

Arial is readily available within word processing, spreadsheet and presentation programs. It will be used for all internally produced documents, as well as for correspondence. Common usage includes: letters, labels, memos, PowerPoint, invoices, forms and binders.

#### REPLACEMENT AND WEB FONTS

##### Arial Regular

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890!@#\$\$%^&\*

##### Arial Bold

**ABCDEFGHIJKLMNOPQRSTUVWXYZ**  
**abcdefghijklmnopqrstuvwxyz**  
**1234567890!@#\$\$%^&\***

##### Oswald Light

ABCDEFGHIJKLMNOPQRSTUVWXYZ  
abcdefghijklmnopqrstuvwxyz  
1234567890!@#\$\$%^&\*

##### Oswald Regular

**ABCDEFGHIJKLMNOPQRSTUVWXYZ**  
**abcdefghijklmnopqrstuvwxyz**  
**1234567890!@#\$\$%^&\***

##### Oswald Bold

**ABCDEFGHIJKLMNOPQRSTUVWXYZ**  
**abcdefghijklmnopqrstuvwxyz**  
**1234567890!@#\$\$%^&\***

# 1.14

## NEW YORK STATE BRAND ELEMENTS

### REPLACEMENT FONTS STYLE

#### Rules for use of type

The hierarchy of information guides the type sizes and weights (thickness) for different levels of information, illustrated here to the right.

#### Primary use of replacement/web type

Set titles in Arial bold using title case (initial cap followed by lower case letters). Subtitles are set in Arial bold using sentence case and body copy is set in Arial regular. Information or data that needs to be differentiated and called out in display should be set in Oswald bold upper case.

#### Typography exceptions

In cases where the primary use of type restricts visual differentiation and impact, the other type weights of the Arial and Oswald families may be used.

#### TYPOGRAPHY

Arial Regular  
Arial Bold

Oswald Light  
Oswald Regular  
Oswald Bold

#### TYPE STYLE

**Title Set In Arial Bold,  
Title Case.**

**Subtitle set in Arial bold, sentence case.  
Lorem ipsum dolor sit amet, consectetur adipisc-  
ing elit, sed do eiusmod tempor incididunt ut  
labore et dolore magna aliqua.**

Body copy set in Arial regular, sentence case. Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum.

Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum.

INFORMATION OR DATA  
THAT NEEDS TO BE HIGHLIGHTED  
OR EMPHASIZED SHOULD BE SET IN  
OSWLAD BOLD, UPPER CASE

**LOREM IPSUM  
100%**

# 1.15

## NEW YORK STATE BRAND ELEMENTS

---

### **NAMING CONVENTIONS FOR PROGRAMS AND INITIATIVES**

Names of programs and initiatives can in themselves become verbal assets of the NY State brand. Names should communicate positive associations with the concerns and interest of targeted audiences. They should also be simple and memorable.

Program names should have as few syllables as possible. Generally, unless topically inappropriate, programs will consist of the program name followed by the letters NY as in examples below.

**Examples:**

**StartUpNY**  
**TasteNY**  
**GlobalNY**  
**ILoveNY**

## 2. New York State Agencies and Authorities: Groupings and Architecture

### **Streamlining the way agencies, authorities, offices and programs are organized**

All of the entities of NY State have been organized into nine groupings: Statewide Elected Officials, Recreation & Environment, Health & Human Services, Education, Public Safety, Transportation & Utilities, Local & Regional Authorities, Business and Administration

### **Rationale for groupings**

The decisions on number and names of groupings, as well as which entities go under which groupings, are based on two criteria:

- How the various entities function in delivering services to citizens and businesses
- Quantitative research with hundreds of citizens and business decision makers who routinely use government services, and search for them on state-sponsored websites

The groupings reflect one of the stated objectives of the New York State brand guideline initiative: to strengthen and clarify how services are oriented, to provide a better user experience and enhance the State's service delivery

### **Creating an architecture for the state and its entities**

An architecture defines how the New York State brand exists with category groupings and the entities (agencies, authorities, offices and programs) organized under them in visual display. Because these elements and their relation to each other are so essential to the New York State brand, the guidelines around these core assets are very specific and not open to much interpretation.

# 2.1

## NY STATE AGENCIES AND AUTHORITIES GROUPINGS AND ARCHITECTURE

### NEW YORK STATE AGENCIES AND AUTHORITIES GROUPINGS

#### Groupings

For the purposes of display, all state agencies, authorities and major programs have been arranged into nine groupings shown on the right.

#### Rationale

There are approximately 100 agencies, authorities and major programs represented in New York State. By arranging them into nine groupings, it streamlines their presentation to citizens, businesses and visitors, and creates greater consistency of display.

Further, this structure helps make them easier to find when searching the New York State websites. These groupings and the agencies, offices and major programs organized under them have been quantitatively researched and vetted by citizens and business decision makers to be more intuitively grouped.

#### STATE

## NEW YORK STATE

#### STATE AGENCY GROUPINGS

- Statewide Elected Officials**
- Recreation & Environment**
- Health & Human Services**
- Education**
- Public Safety**
- Transportation & Utilities**
- Local & Regional Authorities**
- Business**
- Administration**

#### AGENCIES ORGANIZED IN GROUPINGS

##### Statewide Elected Officials

- Office of the Governor
- Office of the Attorney General
- Office of the NYS Comptroller
- New York State Assembly
- New York State Senate

##### Recreation & Environment

- Central Pine Barrens Joint Planning & Policy Commission
- Council on the Arts
- Department of Environmental Conservation
- Environmental Facilities Corporation
- Hudson River Park Trust
- Hudson River Valley Greenway
- Lake George Park Commission
- Office of Parks, Recreation and Historic Preservation
- Olympic Regional Development Agency (Whiteface, Gore, Belleayre)
- South Shore Estuary Council

##### Health & Human Services

- Alcoholism and Substance Abuse Services
- Children & Family Services
- Department of Health
- Domestic Violence Prevention
- Homes and Community Renewal
- Human Rights
- Justice Center for the Protection of People with Special Needs
- Office for People with Developmental Disabilities
- Office of Mental Health
- Office of Temporary and Disability Assistance
- Office of Victim Services
- State Office for the Aging
- Veterans' Affairs

##### Education

- City University Construction Fund
- City University of New York
- Higher Education Services Corporation
- State Education Department
- State University Construction Fund
- State University of New York

##### Public Safety

- Corrections and Community Supervision
- Criminal Justice Services
- Homeland Security and Emergency Services
- Military and Naval Affairs (National Guard)
- State Police

##### Transportation & Utilities

- 511ny (Get Connected to Go)
- Bridge Authority
- Buffalo and Fort Erie Public Bridge Authority (Peace Bridge)
- Capital District Transportation Authority
- Central New York Transportation Authority
- Department of Motor Vehicles
- Department of Transportation
- Energy and Research Development Authority
- Governor's Traffic Safety Committee
- Long Island Power Authority (LIPA)
- MTA (LIRR, Subways, Metro-North)
- New York Power Authority (NYPA)
- Niagara Frontier Transportation Authority
- Port Authority of NY and NJ
- Port of Ogdensburg
- Port of Oswego
- Public Service Commission/Department of Public Service
- Rochester-Genesee Transportation Authority
- Thruway Authority

##### Local & Regional Authorities

- Adirondack Park Agency
- Battery Park City Authority
- Buffalo Fiscal Stability Authority
- Erie County Fiscal Stability Authority
- Nassau County Interim Authority
- New York City Financial Control Board
- Roosevelt Island Operating Corporation

##### Business

- Agriculture and Markets
- Department of Financial Services
- Department of Labor
- Taxation and Finance
- Minority and Women-Owned Business Enterprises
- Dormitory Authority
- Empire State Development
- Gaming Commission
- State Insurance Fund
- State Liquor Authority
- Tax Appeals
- Workers Compensation Board
- Higher Education Services Corporation
- Board of Elections
- Department of Civil Service
- Department of State

##### Administration

- Division of the Budget
- Inspector General
- Joint Commission on Public Ethics
- Medicaid Inspector General
- Court Administration
- Office of General Services
- Office of Information Technology Services
- Police and Fire Retirement System
- Public Employment Relations Board
- State and Local Employee Retirement System
- Teachers' Retirement System

# 2.2

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## COLOR CODING FOR GROUPINGS (1 OF 2)

### How to find your agency's color

Identify the group color under which your agency, office or program resides, and use that color and its associated tints (illustrated to the right and on the next page) in combination with the core NY State colors to create communications.

### Approved colors for agency/program use

Agencies may use their coded color combined with any color from the core NY State palette. Example: if an agency is grouped under Education, its associated color; (pale green and it's tints) can be combined with the NY State core colors using good judgment for contrast and legibility.

### Achieve a consistent look and feel

By following these color guidelines, all communications coming from NY State and its agencies and initiatives will have a consistent look and feel across the board. Further, the use of group colors helps clearly identify agencies and their programs within the same grouping. It will serve to distinguish one agency's communications from another agency in a different grouping.

All color breakdowns in the Brand Guidelines are based on the Official Pantone Matching System 2015. They are optimized for the majority of computer monitors, operating systems and browsers. Adhering to the Pantone matching system will allow for color to be reproduced and displayed in the most unified and consistent manner possible. When working in your software application, always create the color by entering the values for the Pantone colors supplied here for either CMYK, RGB or Hex.

### NYS CORE COLOR PALETTE



GROUPINGS	PRIMARY COLOR	SECONDARY COLORS	
<b>Statewide Elected Officials</b>	<b>PANTONE</b> 3005 C <b>CMYK</b> 100/31/0/0 <b>RGB</b> 0/119/200 <b>HEX</b> #0077C8	<b>PANTONE</b> 2925 C <b>CMYK</b> 85/21/0/0 <b>RGB</b> 0/156/222 <b>HEX</b> #009CDE	<b>PANTONE</b> 2905 C <b>CMYK</b> 45/1/0/1 <b>RGB</b> 141/200/232 <b>HEX</b> #8DC8E8
<b>Recreation &amp; Environment</b>	<b>PANTONE</b> 350 C <b>CMYK</b> 80/21/79/64 <b>RGB</b> 44/82/52 <b>HEX</b> #2C5234	<b>PANTONE</b> 625 C <b>CMYK</b> 64/16/45/30 <b>RGB</b> 80/127/112 <b>HEX</b> #507F70	<b>PANTONE</b> 5575 C <b>CMYK</b> 37/9/28/13 <b>RGB</b> 146/172/160 <b>HEX</b> #92ACA0
<b>Health &amp; Human Services</b>	<b>PANTONE</b> 7680 C <b>CMYK</b> 87/99/0/8 <b>RGB</b> 82/49/120 <b>HEX</b> #523178	<b>PANTONE</b> 7677 C <b>CMYK</b> 68/78/0/0 <b>RGB</b> 111/80/145 <b>HEX</b> #6F5091	<b>PANTONE</b> 7674 C <b>CMYK</b> 50/41/4/0 <b>RGB</b> 135/140/180 <b>HEX</b> #878CB4
<b>Education</b>	<b>PANTONE</b> 7759 C <b>CMYK</b> 6/3/100/20 <b>RGB</b> 196/178/0 <b>HEX</b> #C4B200	<b>PANTONE</b> 7745 C <b>CMYK</b> 16/0/91/28 <b>RGB</b> 171/173/35 <b>HEX</b> #ABAD23	<b>PANTONE</b> 5855 C <b>CMYK</b> 12/5/44/15 <b>RGB</b> 192/187/135 <b>HEX</b> #C0BB87
<b>Public Safety</b>	<b>PANTONE</b> 5415 C <b>CMYK</b> 56/24/11/34 <b>RGB</b> 91/127/149 <b>HEX</b> #5B7F95	<b>PANTONE</b> 5425 C <b>CMYK</b> 45/16/9/24 <b>RGB</b> 122/153/172 <b>HEX</b> #7A99AC	<b>PANTONE</b> 5445 C <b>CMYK</b> 21/5/4/8 <b>RGB</b> 183/201/211 <b>HEX</b> B7C9D3



# 2.2

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## COLOR CODING FOR GROUPINGS (2 OF 2)

(Continued from previous page)

When using the colors of the groupings with the core color palette of NYS, use good judgment to ensure contrast and legibility in communications.

NYS CORE COLOR PALETTE



GROUPINGS	PRIMARY COLOR	SECONDARY COLORS	
<b>Transportation &amp; Utilities</b>	<b>PANTONE</b> 307 C <b>CMYK</b> 100/22/2/18 <b>RGB</b> 0/107/166 <b>HEX</b> #006BA6	<b>PANTONE</b> 7704 C <b>CMYK</b> 93/4/8/24 <b>RGB</b> 0/133/173 <b>HEX</b> #0085AD	<b>PANTONE</b> 550 C <b>CMYK</b> 42/7/8/8 <b>RGB</b> 141/185/202 <b>HEX</b> #8DB9CA
<b>Local &amp; Regional Authorities</b>	<b>PANTONE</b> 4625 C <b>CMYK</b> 30/72/74/80 <b>RGB</b> 79/44/29 <b>HEX</b> #4F2C1D	<b>PANTONE</b> 463 C <b>CMYK</b> 14/54/95/62 <b>RGB</b> 116/79/40 <b>HEX</b> #744F28	<b>PANTONE</b> 7530 C <b>CMYK</b> 10/18/25/32 <b>RGB</b> 163/147/130 <b>HEX</b> #A39382
<b>Business</b>	<b>PANTONE</b> 7474 C <b>CMYK</b> 96/9/32/29 <b>RGB</b> 0/118/129 <b>HEX</b> #007681	<b>PANTONE</b> 5493 C <b>CMYK</b> 47/4/16/16 <b>RGB</b> 127/169/174 <b>HEX</b> #7FA9AE	<b>PANTONE</b> 5523 C <b>CMYK</b> 22/1/9/2 <b>RGB</b> 182/207/208 <b>HEX</b> #B6CFD0
<b>Administration</b>	<b>PANTONE</b> 166 C <b>CMYK</b> 0/76/100/0 <b>RGB</b> 227/82/5 <b>HEX</b> #E35205	<b>PANTONE</b> 7578 C <b>CMYK</b> 0/67/100/0 <b>RGB</b> 220/107/47 <b>HEX</b> #DC6B2F	<b>PANTONE</b> 7576 C <b>CMYK</b> 6/50/76/0 <b>RGB</b> 219/134/78 <b>HEX</b> #DB864E

# NY State Architecture: Introducing Endorsement Systems and Sample Lock-Ups

## **NY State architecture: the most complex rules in these guidelines**

Complying with the guidelines for building endorsement systems forms the backbone of the New York State brand guidelines. Rules for how the state, agencies, authorities, divisions, all work together in visual display are—by their very nature—complex. For this reason, we have created this page here to augment guidelines for maximum clarity.

## **Endorsement systems**

The purpose of having the state brand mark and its entities (agencies, authorities, offices and programs) combined together in an organized visual display is to reinforce a hierarchy of relationships ( or “architecture”): how the state advocates for—or “endorses”—the entities. Additionally, endorsement systems help illustrate which agency/office owns the program or initiative, and which other agencies may be supporting it. Endorsement systems help achieve one of the most important objectives for the guidelines: to better accrue the value of all state initiatives to the New York State brand.

## **Building endorsement systems**

On the following pages, the approved endorsement systems are introduced for various situations that arise when producing communications for the State and its various entities:

- 1) Rules on how to size and link the state and its entities (these are called “lock-ups”)
- 2) Sample schematics of the finished lock-ups
- 3) Examples of how these lock-ups might look in real world communications

## **Use this section ONLY to understand the endorsement systems**

There is a separate section that will guide how communications are to be designed and laid out. It is called New York State brand elements, and it can be found on pages 77-93.

# 2.3

## NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

### NEW YORK STATE BRAND ARCHITECTURE

#### Brand architecture\*

As stated previously in these guidelines, an architecture sets forth rules governing hierarchies and relationships for the state and its agencies, offices and initiatives. In the illustration on the right, the New York State brand mark is pre-eminent (Level 1 in the hierarchy), and serves to endorse agencies and programs (Level 3).

#### Level 2 groupings are for organizational purposes only

The nine groupings (discussed on page 27) are for organizational purposes, and will not develop or issue communications. When they are listed (for example, in a menu on a website) they will appear in Proxima Nova Bold, without their coded color.

Please see the following pages for guidelines on the endorsement lock-ups.

\*There are six exceptions to the rules stated here. Please see pages 44 for which agency and programs will retain their logos.

#### IDENTITY ARCHITECTURE

NO AGENCIES, PROGRAMS, OR INITIATIVES (WITH THE EXCEPTION OF THOSE LISTED ON PAGE 44) WILL HAVE THEIR OWN BRAND MARK OR LOGO. AGENCY NAMES WILL BE DISPLAYED IN TYPOGRAPHY LOCKED UP WITH THE NY STATE BRAND MARK IN D SARI BOLD.

#### NY STATE BRAND MARK (LEVEL 1)



#### AGENCIES AND AUTHORITIES GROUPINGS (LEVEL 2)

Administration

Public Safety

Business

Recreation &  
Environment

Education

Statewide  
Elected Officials

Health &  
Human Services

Local &  
Regional Authorities

Transportation  
& Utilities

#### BRAND MARK AND AGENCY LOCK UP (LEVEL 3)



# 2.4

## NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

### HOW TO BUILD NEW YORK STATE BRAND MARK/AGENCY LOCK-UPS

#### Lock-ups

The illustration to the right shows how the New York State brand mark lock-up is displayed: in a horizontal format, with the brand mark on the left, the agency on the right, and separated by the “anchor line.” As shown, the agency is rendered in title case (initial capitals, followed by lower case type) in the D Sari bold type font.

#### The anchor line

As seen here, the vertical line used in lock-ups that anchors one entity with another (e.g. NY State with one of its agencies). The anchor line is the same thickness as the line that forms the outline of NY State in the brand mark, and the same height of the NY State brand mark.

#### Relative relationships

As shown top right, the distance between the anchor line and both the NYS brand mark and the agency name is the width of the “N” in the brand mark. Clear space around the lock-up should be the height of the “N” as well.

The height of the agency name is calculated by the N value, which is the height of the capital letter in the NY State brand mark. Therefore, the height of the agency name is N distance from the top and bottom of the anchor line.

#### Don'ts

Bottom right: see two examples of how NOT to render the brand mark/agency lock-up. These are by no means the only “don'ts.”

#### BRAND MARK/AGENCY CLEAR SPACE AND RELATIVE RELATIONSHIPS

N = HEIGHT OF THE “N” IN NEW YORK STATE



#### THE ANCHOR LINE



#### BRAND MARK/AGENCY RELATIVE RELATIONSHIPS



N = THE HEIGHT OF THE LETTER “N” IN THE STATE NAME NEW YORK

#### DON'TS



DO NOT CHANGE THE SIZE PROPORTION



DO NOT USE TYPE ALL CAPS

# 2.5

## NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

### ARCHITECTURE AND SAMPLE ENTITY LOCK-UPS

#### Entity lock-ups will be in type\*

The various entities of NY State (agencies, offices, authorities, divisions and programs) appear in D. Sari Bold, and are endorsed by the NYS brand mark rendered in the same color as the grouping—in this example, blue.

#### Lock-ups

The illustration to the right shows how the New York State brand mark/entity lock-up is displayed using the example of the grouping, Transportation & Utilities. The lock-up is in a horizontal format with the brand mark on the left, the entity on the right, and separated by the “anchor line.”

#### The anchor line

As seen here, the vertical line used in lock-ups that anchors one entity with another (e.g. NY State with one of its agencies). The anchor line is the same thickness as the line that forms the outline of NY State in the brand mark, and the same height of the NY State brand mark. The height of the agency name is calculated by the N value, which is the height of the capital letter in the NY State brand mark. Therefore, the height of the agency name is N distance from the top and bottom of the anchor line. Note: for agency names that fall on three or more lines of copy, the anchor line extends down further, still guided by the “N” value.

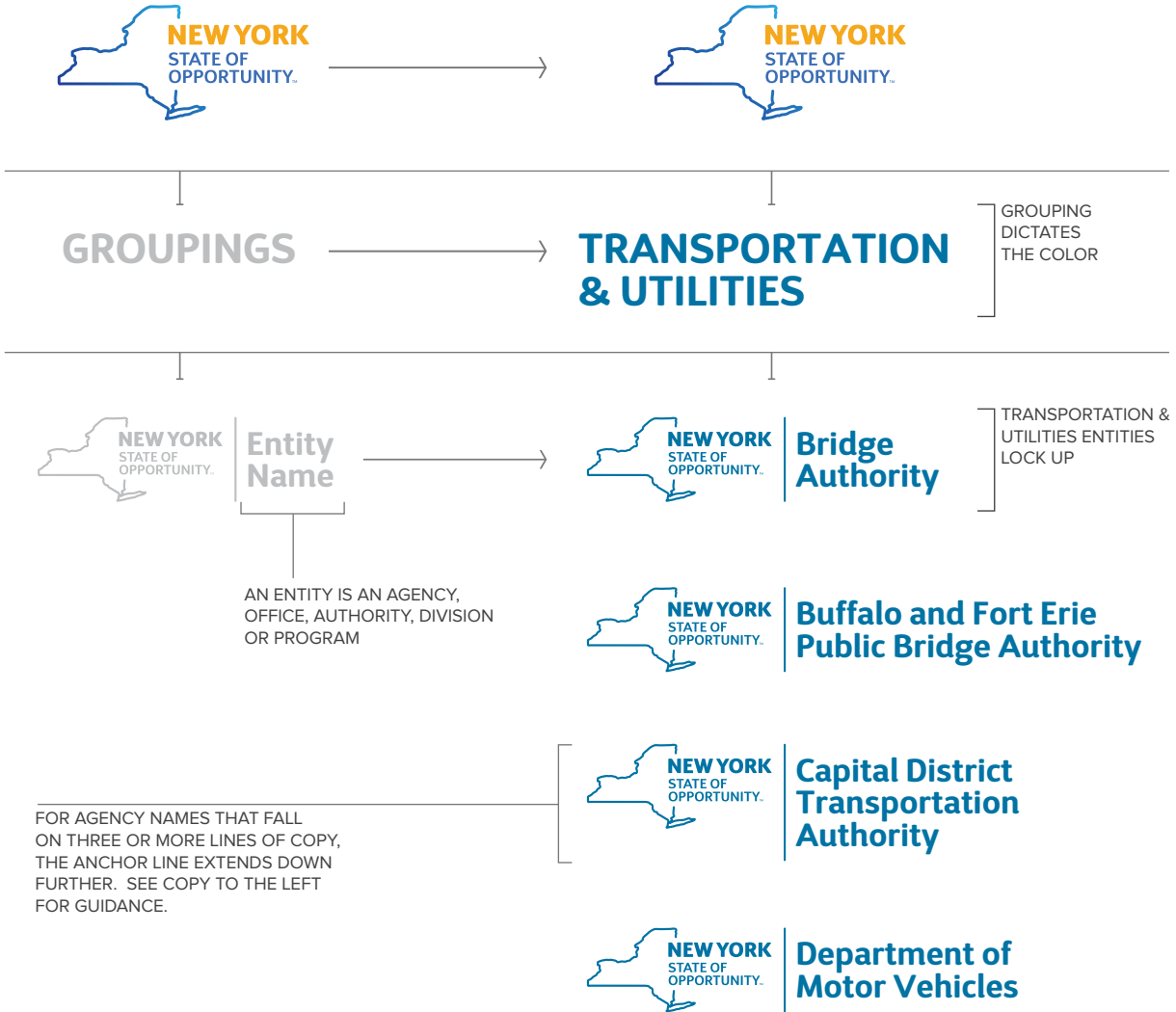
#### Relative relationships

As shown top right, the distance between the anchor line and both the NY State brand mark and the endorsed entity is the width of the “N” in the state name in the brand mark. Clear space around the lock-up should be the the height of the “N” as well.

\*There are SIX exceptions to the rules stated here. Please see page 44 for which agency and programs will retain their logos.

NEW YORK STATE ENTITIES LOCKUP

EXAMPLE



# 2.6

## NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

### NEW YORK STATE BRAND MARK/AGENCY LOCK-UP AND COLOR VARIATIONS

Here are two examples: Transportation & Utilities, and Public Safety in their own coded colors blue and gray respectively.

#### Display options

The brand mark/agency lock-up should appear in its coded color on a white background. This is the primary treatment and should be used as much as possible. In the event the brand mark/agency lock-up cannot be rendered on a white background, there are two secondary options:

- 1) knocked out in white or in the coated color and only situated on a unobstructed background on the photo;
- 2) placed inside the progress holding shape in either the coded color or white, depending on what best achieves legibility and contrast.

#### NY STATE GROUPING LOCK UPS

### TRANSPORTATION & UTILITIES

### PUBLIC SAFETY

#### AGENCY LOCK UP COLOR OPTIONS

##### PRIMARY TREATMENT



##### PRIMARY TREATMENT



##### SECONDARY TREATMENT



##### SECONDARY TREATMENT



# 2.7

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## SINGLE AGENCY ENDORSEMENT

### Viewing the lock-up

This is what the finished lock-up would look like. Its size and placement on the page in actual communications can vary based on different layouts. A sample execution can be seen on the following page. View the sample to the right only for how the lock-up is rendered.

### IMPLEMENTATION OF A SINGLE AGENCY ENDORSEMENT APPLICATION



# 2.8

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## EXAMPLE OF A SINGLE AGENCY ENDORSEMENT

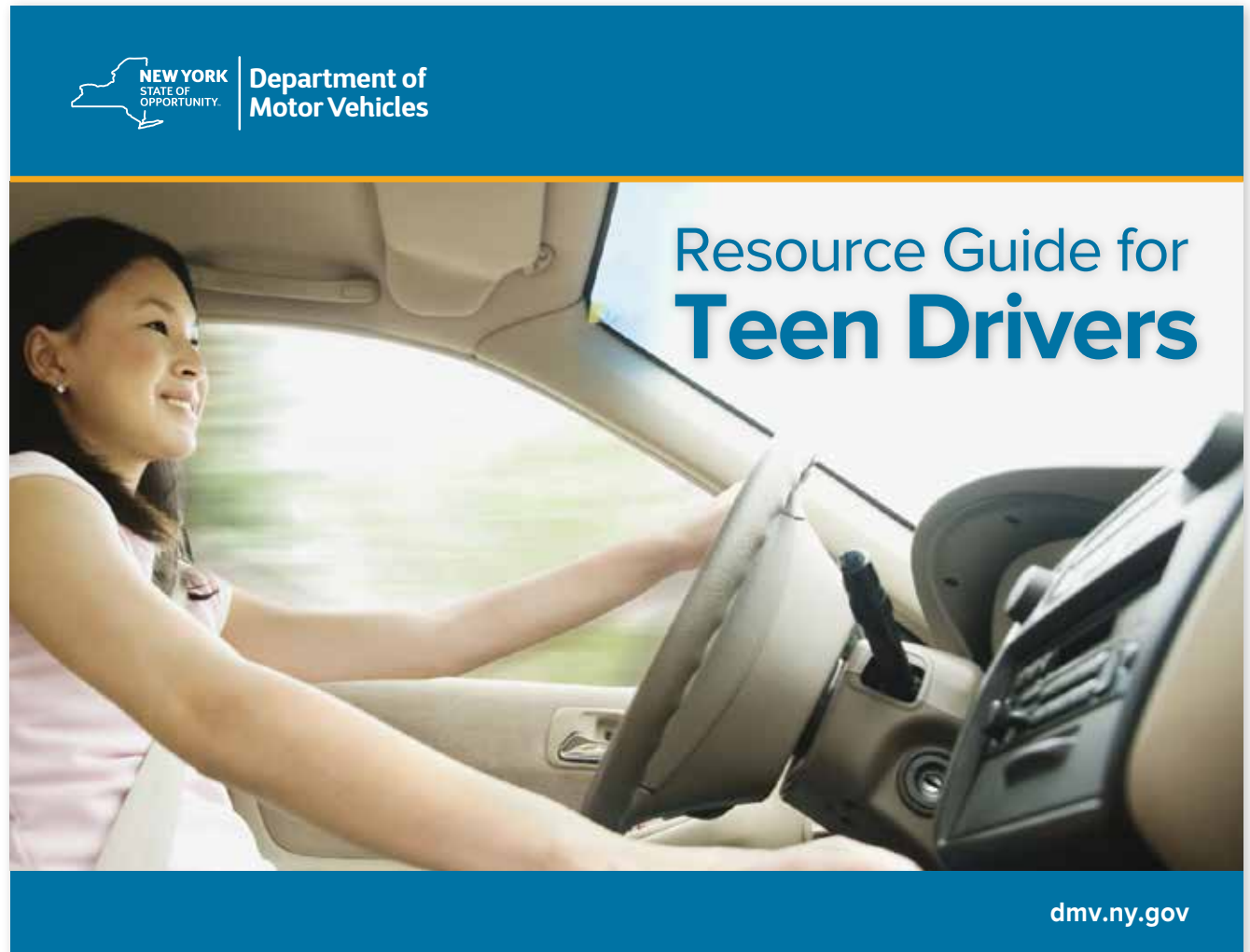
### Viewing the lock-up

To the right is a mock up of a brochure cover that illustrates how the single agency endorsement application would look in a real world example. Its size and placement on the page in actual communications can vary based on different layouts. View the sample to the right only for how the lock-up is rendered.\*

### The architecture is clean, clear and consistent

As seen here, the NY State brand mark is locked up with the agency issuing the brochure. The endorsement application creates a clear and consistent way for the state and its agencies to develop communications so that the content is unimpeded, yet strongly endorsed. Further, the color of all entities represented are rendered in the appropriate coded color, in this case, the blue for Transportation & Utilities.

\*See section 4 (pages 77-93) for design layout guidelines.





# 2.9

## NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

### ENDORSEMENT OF AN ENTITY OWNED BY AN AGENCY, AUTHORITY OR OFFICE

#### Viewing the lock-up

This is what the finished endorsement system would look like. Size and placement on the page in actual communications can vary based on different layouts. Sample executions can be seen on the following page. View the sample to the right only for how the endorsement system is rendered.\*

#### Single surface

When there is only one page or surface in the communication, the program, division or initiative is locked up with the NY State brand mark, and the agency is rendered in type at the bottom of the surface.

#### Multiple surfaces

When there is more than one page or surface in the communication, the program, division or initiative is locked up with the NY State brand mark on the cover, and the agency is locked up with the NY State brand mark on a different surface.

These guidelines help reduce the clutter of lock-ups on a single surface, yet ensure that the program or division is properly endorsed by both the state and the agency.

\*See section 4 (pages 77-93) for design layout guidelines.

#### SINGLE ENTITY AND ENDORSING AGENCY

(AN ENTITY IS A DIVISION, PROGRAM OR INITIATIVE)

BRAND MARK AND ENTITY LOCK UP



BRAND MARK AND ENTITY LOCK UP

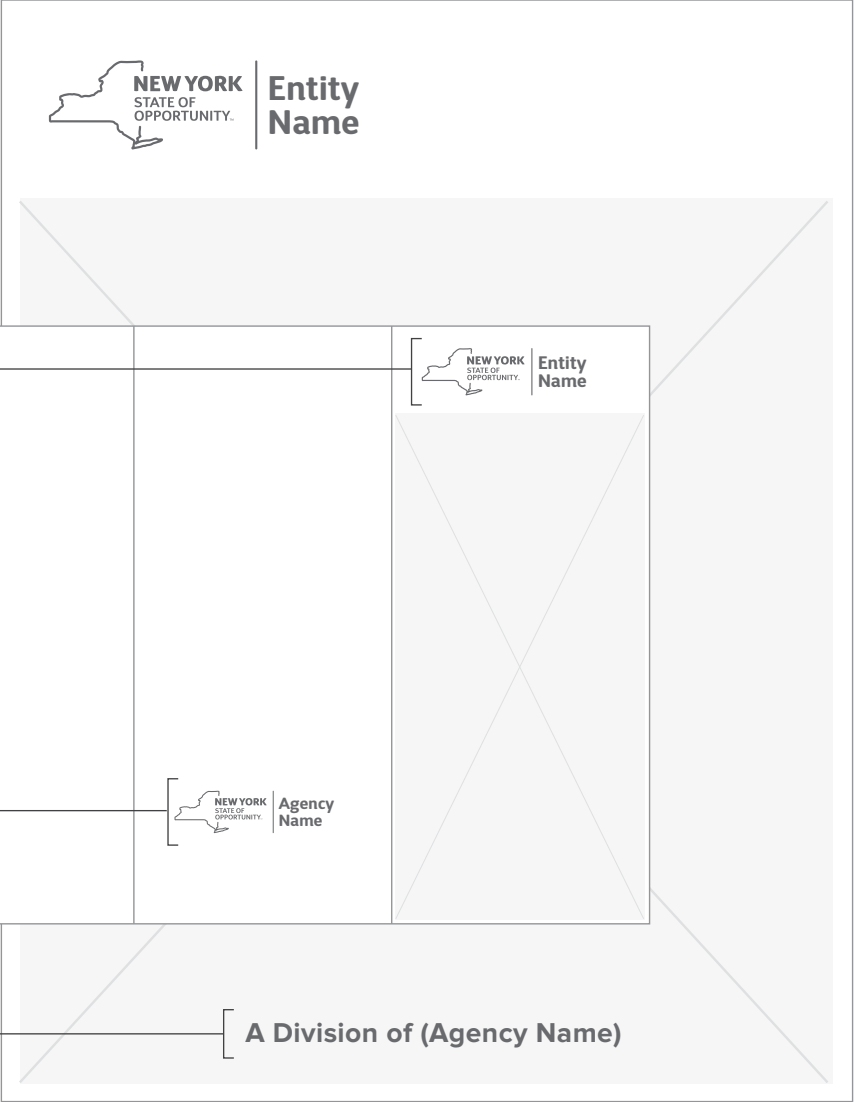


AGENCY NAME ON MULTI-SURFACE COMMUNICATION



AGENCY NAME ON SINGLE SURFACE COMMUNICATION

A Division of (Agency Name)



# 2.10

## NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

### EXAMPLE OF AN ENDORSED ENTITY OWNED BY AN AGENCY, AUTHORITY OR OFFICE (1 OF 2)

#### Viewing the lock-up

This is what the finished endorsement system could look like. Size and placement on the page in actual communications can vary based on different layouts. View the sample to the right only for how the endorsement system is rendered.\*

#### The endorsement shows that the program is the central subject and purpose of the communication

As seen here, the NY State brand mark is locked up with the division, with the agency represented in type at the bottom of the page (single surface communication). Further, the color of all entities represented are rendered in the appropriate coded color for the grouping, in this case, the teal for Business.

#### The architecture is clean, clear and consistent

These guidelines help reduce the clutter of lock-ups on a single surface, yet ensure that the program or division is properly endorsed by both the state and the agency.

\*See section 4 (pages 77-93) for design layout guidelines.

WHERE THERE IS ONE PAGE (SURFACE), THE STATE/DIVISION LOCK-UP IS SEPARATED FROM THE AGENCY OWNING THE DIVISION; THE AGENCY APPEARS IN TYPE AT THE BOTTOM OF THE PAGE.



# 2.10

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## EXAMPLE OF AN ENDORSED ENTITY OWNED BY AN AGENCY, AUTHORITY OR OFFICE (2 OF 2)

### Viewing the lock-up

This is what the finished endorsement system could look like. Size and placement on the page in actual communications can vary based on different layouts. View the sample to the right only for how the endorsement system is rendered.\*

### The endorsement shows that the program is the central subject and purpose of the communication

As seen here, the NY State brand mark is locked up with the program. The agency is locked up with the NY State brand mark on a different page in multiple surface communications. Further, the color of all entities represented are rendered in the appropriate coded color, in this case, the teal for Business.

### The architecture is clean, clear and consistent

These guidelines help reduce the clutter of lock-ups on a single surface, yet ensure that the program or division is properly endorsed by both the state and the agency.

\*See section 4 (pages 77-93) for design layout guidelines.

WHERE THERE IS MORE THAN ONE PAGE (SURFACE), THE STATE/AGENCY LOCK-UP IS ON A DIFFERENT PAGE THAN THE STATE/ENTITY LOCK-UP AS SHOWN HERE.

### ONE MISSION

The mission of the Division of Minority and Women-Owned Business Development is to promote equality of economic opportunities for Minority and Women-Owned Business Enterprises (MWBEs) and to eliminate barriers to their participation in state contracts.

We supplement New York State's economic leadership with information and resources that increase access to opportunities for minority and women-owned businesses throughout the State.

### Three Key Objectives:

**Certifying MWBEs**

- To review applications by businesses seeking certification as an MWBE and to maintain a directory of certified MWBEs

**Connecting MWBEs to Contracting Opportunities**

- To create matchmaking opportunities and assist state agencies in awarding a fair share of state contracts to MWBEs

**Strengthening MWBEs**

- To promote the business development of MWBEs through training, education and outreach, and connecting MWBEs to other technical and financial assistance

**“We've had really great things happen to us since our certification! In short, it gives us a LOT of credibility and considerable access to opportunities that we might not have had admittance to prior to becoming certified.”**

MBE Certified Firm  
Mr. JEA EDMAN JACKSON  
Johnson Edman Advertising

**“ Once Mrs. Paper became certified, I was able to make contacts within NYS Agencies, gaining opportunities to bid on contracts and have been awarded many. New York State Certification has played a major role in the success of my company. ”**

WBE Certified Firm  
Marion Hindenburg  
COPY GRAPHICS INC dba Mrs. Paper



**Division of Minority and Women's Business Development**




**Building Economic Opportunities for MWBE's**






**Empire State Development**

**State of New York**  
Kathy Hochul, Governor

**Empire State Development**  
Hope Knight, President & CEO

**Division of Minority and Women's**

General Inquires – MWBE Resource Line:  
855/ESD-4MWB or 855/373-4692

**Certification Help Line:**  
**212/803-2414**

[mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
[esd.ny.gov/mwbe](http://esd.ny.gov/mwbe)

# 2.11

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## BUILDING MULTIPLE AGENCY LOCK-UPS

### When more than one agency is issuing communications

There are times when communications are developed by one agency—the agency that leads or owns the program or initiative—and supported by other agencies. When one or more supporting agencies is/are present, follow the guidelines written for agency/program lock-ups with one exception: the leading/owning agency appears larger than the supporting agencies. Follow the formulas to the right.

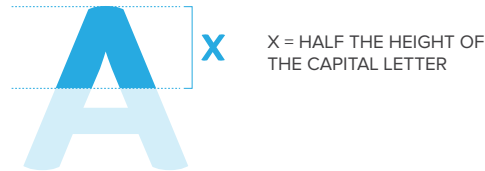
### Horizontal and vertical options

Depending on the available space in layout, there are two options available: horizontal and vertical. As you can see, the length of the anchor line in the horizontal lock-up is guided by the size of the leading agency name.

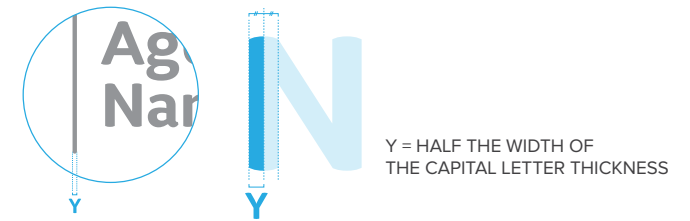
### Color and type

When more than one agency supports communications, use the core color palette for NY State, **and not any one of the coded colors from the organizational groupings**. Agency names continue to be rendered in D Sari Bold.

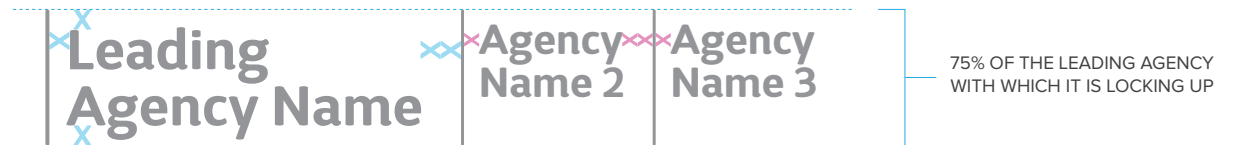
### X VALUE



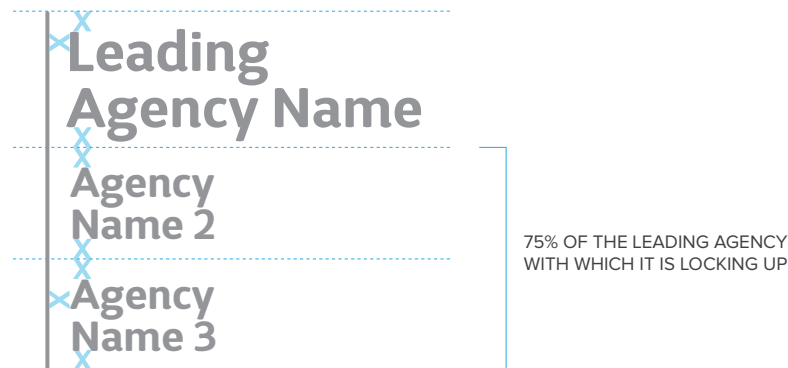
### ANCHOR LINE THICKNESS



### HORIZONTAL MULTIPLE AGENCIES LOCK UP



### VERTICAL MULTIPLE AGENCIES LOCK UP



# 2.12

## NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

### SCHEMATIC OF AN ENDORSED ENTITY AND MULTIPLE AGENCY LOCK-UP

#### Viewing the lock-ups

Here are illustrations of how the endorsement application would look for a program or initiative that is owned by one agency, and supported by other agencies. Size and placement on the page in actual communications can vary based on different layouts. Sample executions can be seen on the following page. View the sample to the right only for how the endorsement system is rendered.\*

#### Single and multiple surfaces

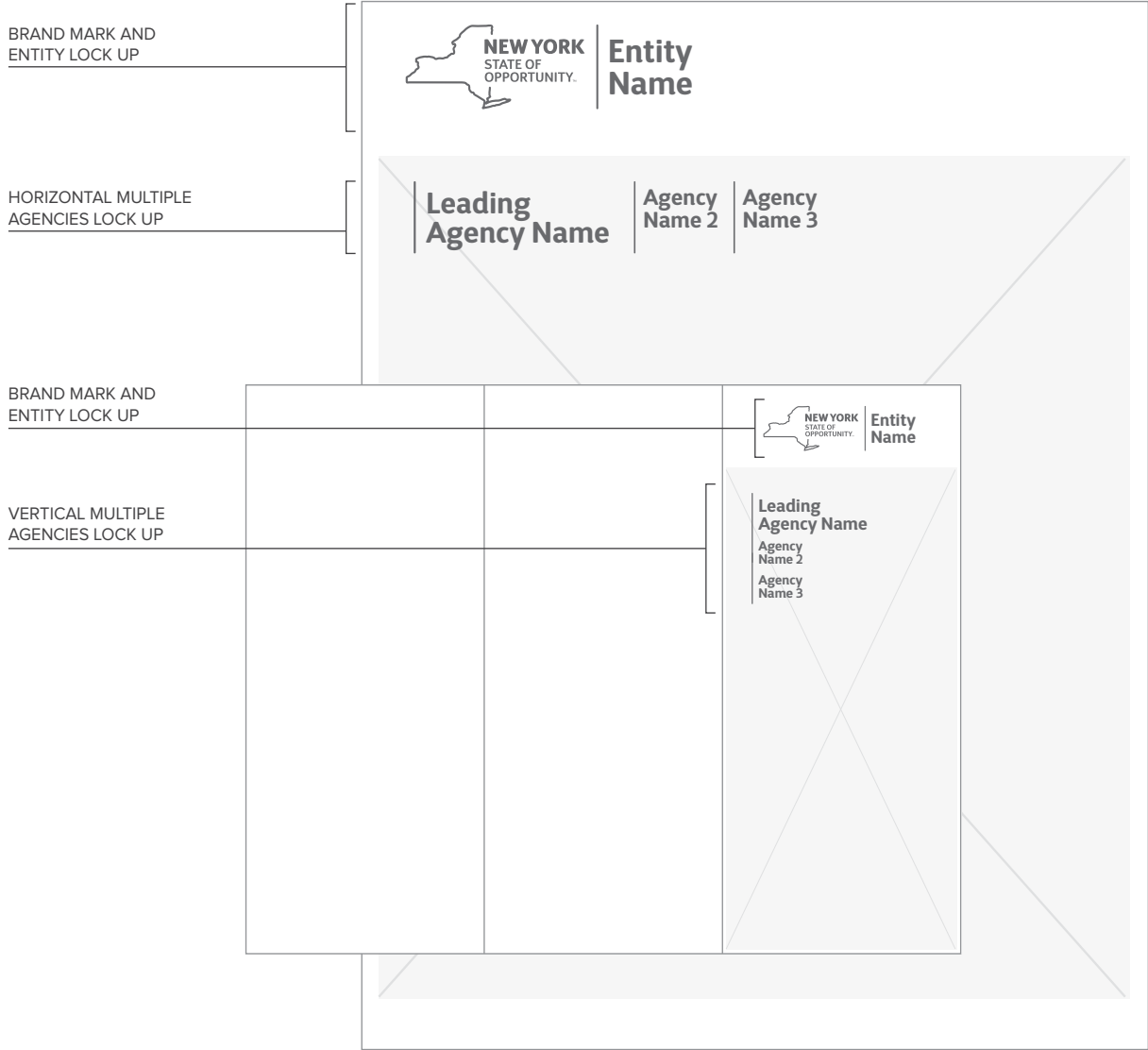
The program or initiative is locked up with the NY State brand mark, the supporting agency/agencies are locked up together, and the leading agency owning the program or initiative is listed first and appears larger (see previous page for formulas).

These guidelines help reduce the clutter of various agencies and entities, yet ensure that the program or division is properly endorsed by the state and supporting multiple agencies.

\*See section 4 (pages 77-93) for design layout guidelines.

#### ENTITY AND MULTIPLE AGENCIES

(THE LEADING AGENCY IS THE AGENCY THAT OWNS THE PROGRAM OR INITIATIVE BEING FEATURED.)



# 2.13

## NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

### EXAMPLE OF AN ENDORSED ENTITY AND MULTIPLE AGENCY LOCK-UP

#### Viewing the lock-up

This is what the finished endorsement system would look like for a program or initiative that is owned by one agency, and supported by other agencies in a real world example. Size and placement on the page in actual communications can vary based on different layouts. View the sample to the right only for how the endorsement system is rendered.\*

#### The endorsement shows that the program is the central subject and purpose of the communication

As seen here, the program or initiative is locked up with the NY State brand mark, the supporting agencies are locked up together, and the leading agency owning the program or initiative is listed first and appears larger (see previous pages for formulas).

#### The architecture is clean, clear and consistent

These guidelines help reduce the clutter of lock-ups, yet ensure that the program or division is properly endorsed by the agency owning it and the state, with participation from supporting agencies.

\*See section 4 (pages 77-93) for design layout guidelines.

**NEW YORK**  
STATE OF OPPORTUNITY.

**Buckle Up  
New York**

**SAFE PARKS INITIATIVE  
PRESS EVENT**

July 19, 2015 at 1:00p.m.  
Lake Welch State Park  
Harriman, NY

**Governor's  
Traffic Safety  
Committee**

**New York  
State Park  
Police**

**New York  
State Police**

# 2.14

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## COLOR SELECTION FOR MULTIPLE AGENCY LOCK-UPS

### When agencies are from the same grouping

When multiple agencies are featured in communications and those agencies are from the same grouping, use the coded color of the grouping. The example shown here (top and bottom left) is from the grouping, Recreation & Environment, in dark green.

### When agencies are from different groupings

When multiple agencies are featured in communications and those agencies are from different groupings, the color of all entities represented are rendered in colors selected from the core NY State color palette, and not from any colors of the supporting or issuing agencies. The example shown here (bottom right) shows agencies from Business, Transportation & Utilities, and Public Safety, in the NY State dark blue.

HORIZONTAL MULTIPLE AGENCY (FROM THE SAME GROUPING) LOCK UP

**Hudson River  
Park Trust**

**Hudson River  
Valley Greenway**

**Office of Parks,  
Recreation and  
Historic Preservation**

VERTICAL MULTIPLE AGENCY (FROM THE SAME GROUPING) LOCK UP

**Hudson River  
Park Trust**  
**Hudson River  
Valley Greenway**  
**Office of Parks,  
Recreation and  
Historic Preservation**

EXAMPLE OF MULTIPLE AGENCY (FROM DIFFERENT GROUPINGS) LOCK UP

**Empire State  
Development**  
**Department of  
Motor Vehicles**  
**Division of Homeland  
Security and  
Emergency Services**

# 2.15

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## LEGACY LOGOS: AGENCY AND PROGRAM LOGOS THAT WILL REMAIN INTACT AND ENDURE

**There are two categories of logo exceptions:**

1) The six legacy logos illustrated on the right will endure but will strictly follow the NY State brand guidelines;

2) The Port Authority of NY & NJ, and SUNY (bottom) are exempt from NY State brand guidelines.

**Rationale for keeping these legacy logos**

The decision to keep these legacy logos is based on the capital investment in these logos and/or the significant licensing revenue gained from them.

As specified earlier, all other agencies, authorities, offices and programs will be rendered in D Sari Bold, locked up with the NY State brand mark.

These guidelines firmly establish that there will be absolutely no new logos created or deployed beyond the New York State brand mark and the legacy logos specifically listed here as exceptions.

LOGO EXCEPTIONS INCORPORATING THE NY STATE GUIDELINES



LOGO EXCEPTIONS EXEMPTED FROM THE NY STATE GUIDELINES





# 2.16

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## SCHEMATIC OF A LEGACY LOGO ENDORSEMENT PRIMARY OPTION

**Viewing the lock-up:** Legacy logos will never be locked up with the NY State brand mark. On the right is what the finished endorsement system would look like. Size and placement on the page in actual communications can vary based on different layouts. Sample executions can be seen on the following pages. View the sample to the right only for how the endorsement system is rendered.\*

**Legacy program logos:** When communications are developed for a program with a legacy logo, the legacy logo will be featured on its own, and will be endorsed by a lock-up of the NY State brand mark and the agency that owns the program.

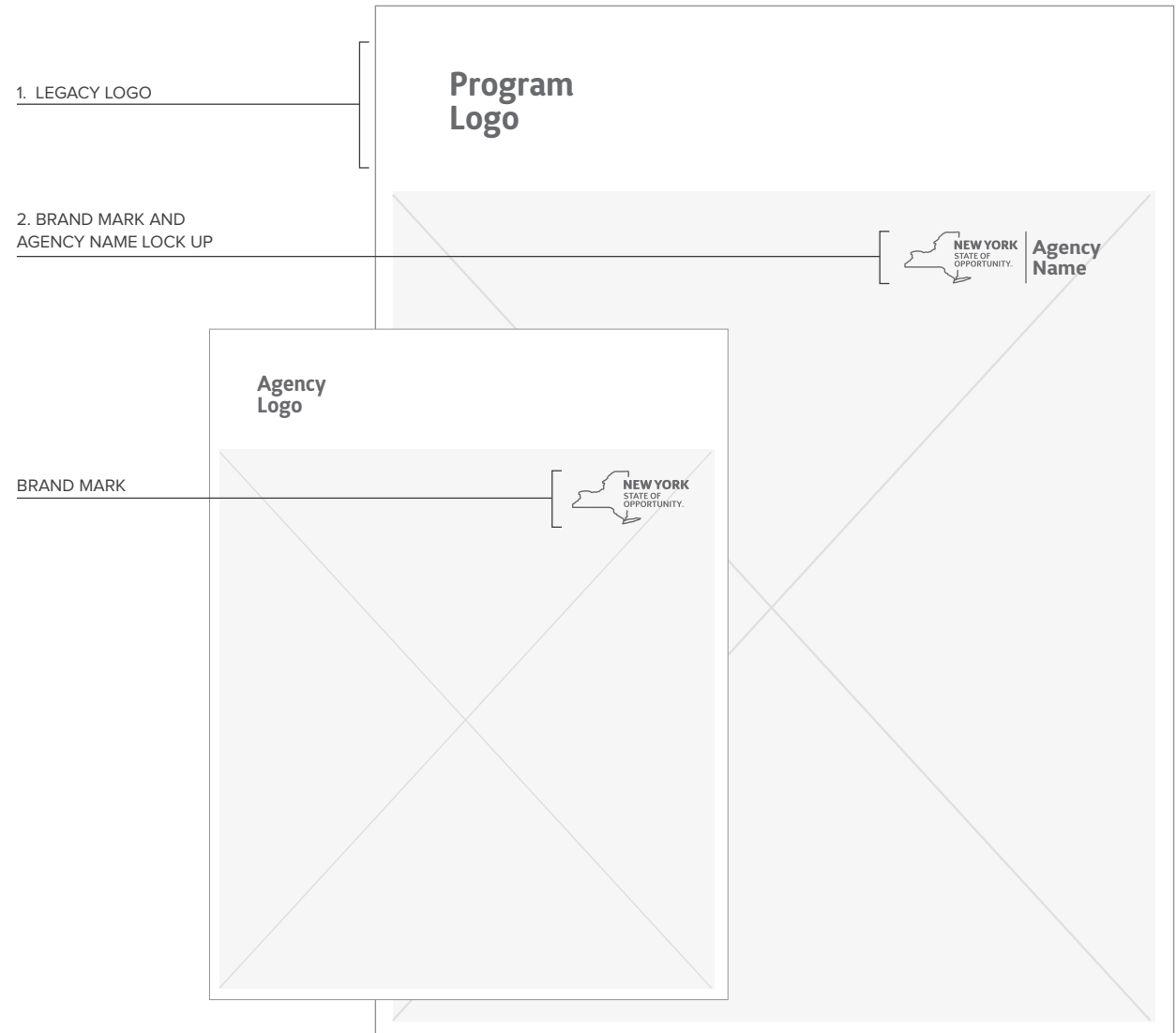
**Legacy agency logos:** When an agency with a legacy logo develops and owns communications, the legacy logo will be featured on its own, and will be endorsed by the NY State brand mark.

**Please see pages 48-56 for use of legacy logos in restricted space.**

**Alternative way to highlight state or state/agency endorsement:** In addition to size and placement, another way to ensure the prominence of the endorsing state or state/agency lock-up is to place it in the progress holding shape. Please see page 56 for an illustration of this alternative, and page 79 for rules governing the progress holding shape.

\*See section 4 (pages 77-93) for design layout guidelines.

### LEGACY LOGO ENDORSEMENT



# 2.17

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## EXAMPLE OF LEGACY PROGRAM LOGO ENDORSEMENT

### Viewing the endorsement system

This is what the finished endorsement system might look like. Size and placement on the page in actual communications can vary based on different layouts. View the sample to the right only for how the endorsement system is rendered.\*

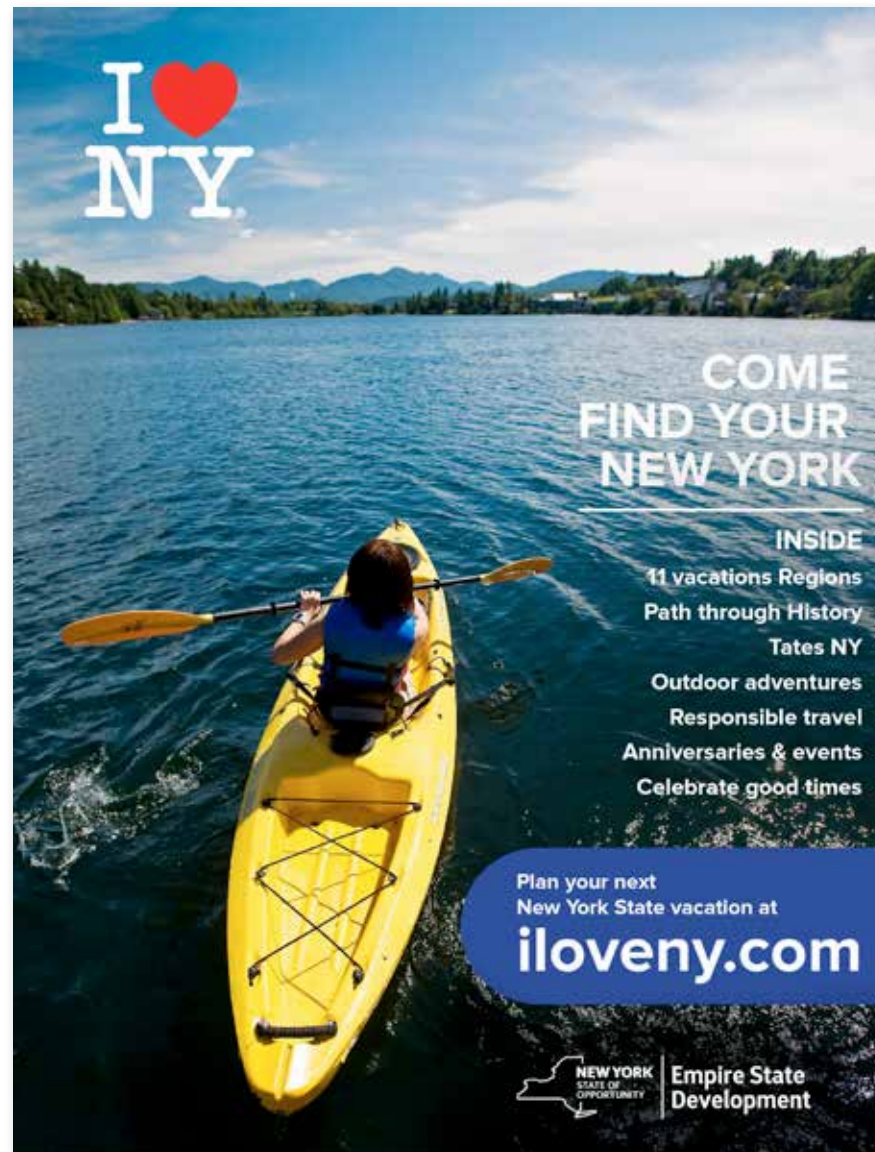
### The endorsement shows that the program is the central subject and purpose of the communication

As seen here, the legacy program logo is separated from the endorsing lock-up: the NY State brand mark locked up with the agency that owns the program.

### The architecture is clean, clear and consistent

These guidelines help reduce the clutter of lock-ups, yet ensure that the legacy program is properly endorsed by both the agency owning it and the state.

\*See section 4 (pages 77-93) for design layout guidelines.



# 2.18

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## EXAMPLE OF A LEGACY AGENCY LOGO ENDORSEMENT

### Viewing the endorsement system

This is what the finished endorsement system might look like. Size and placement on the page in actual communications can vary based on different layouts. View the sample to the right only for how the endorsement system is rendered.\*

### The endorsement shows that the agency is the central subject and purpose of the communication

As seen here, the legacy agency logo is separated from the NY State brand mark.

### The architecture is clean, clear and consistent

These guidelines help reduce the clutter of competing logos, yet ensure that the legacy agency is properly endorsed by the state.

\*See section 4 (pages 77-93) for design layout guidelines.



# Improving, non-stop.

We're making improvements that you can see every day. Including a new way to tell you about improvements. Just look up.



# 2.19

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## LEGACY LOGOS IN RESTRICTED SPACE: ENDORSING AGENCY LOCK-UPS

When space is very restricted for legacy logo representation on materials, there is a need to lock-up the logo with the endorsing agency and omit the brand mark.

To the right are examples of lock-ups available for the legacy logo and its endorsing agency. Please see the online registry for all approved lock-up options.

There is a minimum size requirement for each lock-up (see online registry). If the space does not allow for even that size logo, the endorsing agency should be left off entirely.

MTA, ORDA, SUNY, The Port Authority of NY & NJ and NY Lottery legacy logos are exempt from these rules.

LEGACY LOGOS ENDORSED BY AGENCY LOCK UPS EXAMPLES



LOGO EXCEPTIONS EXEMPTED FROM AGENCY ENDORSEMENT LOCK UP



LOGO EXCEPTIONS EXEMPTED FROM THE NY STATE GUIDELINES



# 2.20

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## LEGACY LOGOS IN RESTRICTED SPACE: SCHEMATIC OF ENDORSING AGENCY LOCK-UPS

**Viewing the lock-up:** When space is restricted and doesn't allow for the legacy logo to be featured in combination with the brand mark/agency lock-up, the legacy logo is instead locked up with the endorsing agency and the brand mark is omitted. On the right is what the finished endorsement system would look like. Size and placement on the page in actual communications can vary based on different layouts. Sample executions can be seen on the following pages. View the sample to the right only for how the endorsement system is rendered.\*

**Endorsed legacy logos lock-ups:** Specific lock-ups have been created for each legacy logo - please make sure you only use an official and approved lock-up. See the online registry for all approved lock-up options.

\*See section 4 (pages 77-93) for design layout guidelines.

LEGACY LOGO ENDORSEMENT WHEN SPACE IS RESTRICTED

1. LEGACY LOGO

2. ENDORSING AGENCY



# 2.21

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## LEGACY LOGO IN RESTRICTED SPACE EXAMPLES OF ENDORSING AGENCY LOCK-UPS

### Viewing the endorsement system

This is what the finished endorsement system might look like. Size and placement on the page in actual communications can vary based on different layouts. View the samples to the right only for how the endorsement system is rendered.

As seen at right, the program legacy logo is locked up with the endorsing agency, ensuring clear legibility. Different lock-ups have been created to accommodate different scenarios. Use good design sense when choosing the appropriate lock-up available in the online repository.

In some instances, the communication piece may be clearer and more successful if the legacy logo stands alone, leaving off the endorsing agency entirely, as seen at lower right.

SAMPLE OF VERTICAL LOCK UP



SAMPLE OF HORIZONTAL LOCK UP



# 2.22

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## EXAMPLES OF WHEN A LEGACY LOGO IS NOT ENDORSED

There will be instances when a legacy logo will not be endorsed, such as on merchandise products, as seen to the right.



# 2.23

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## LEGACY LOGO ENDORSEMENT OF A SUB-PROGRAM OR INITIATIVE LOCK-UP

The following pages address occasions when an agency or program with a legacy logo issues communications about programs or sub-programs respectively.

### Legacy logo lock-ups with programs and sub-programs

The illustration to the right shows how legacy logos lock-up with their programs/sub-programs.

The lock-up is in a horizontal format with the legacy logo on the left, the program/sub-program on the right, and separated by the “anchor line.”

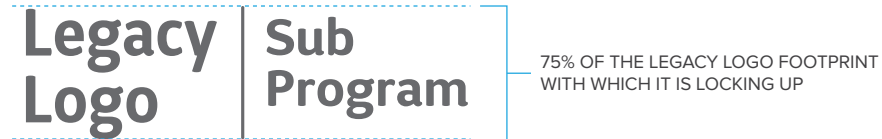
### The anchor line

As seen here, the vertical line used in lock-ups that anchors one entity with another. The anchor line is 50% of the thickness of the capital letters in the sub-program, and the same height as the legacy logo.

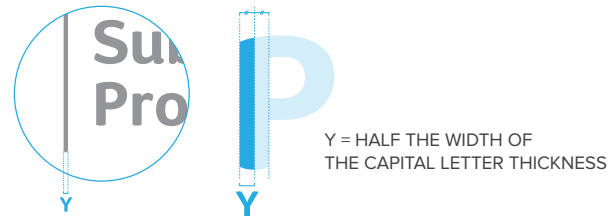
### Relative relationships

Since legacy logos come in different footprints (i.e. surface areas in display), the sub-programs should appear in a footprint that is approximately 75% of the legacy logo with which it is locking up.

### LEGACY LOGO ENDORSEMENT



### ANCHOR LINE THICKNESS





# 2.24

## NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

### SCHEMATIC OF A LEGACY LOGO ENDORSING A SUB-PROGRAM

#### Viewing the lock-ups

Here are illustrations of how the endorsement application would look for a legacy logo with a sub-program. Size and placement on the page in actual communications can vary based on different layouts. Sample executions can be seen on the following page. View the sample to the right only for how the endorsement system is rendered.\*

#### Legacy logo featured with a sub program

When communications are developed for a program with a legacy logo, the legacy logo/sub program lock-up will be featured on its own, and will be endorsed by a lock-up of the NY State brand mark and the agency that owns the program.

#### Legacy logo/sub program lock-up in restricted space

When restricted space hinders or discourages the use of the brand mark/endorsing agency lock-up, the brand mark can be omitted and the agency name can be displayed alone, most likely at the bottom of the communication, as seen to the right.

#### Legacy agency logos

When an agency with a legacy logo develops and issues communications for a sub-program, the legacy logo will be locked up with that sub-program, and will be endorsed by the NY State brand mark.

When restricted space hinders or discourages the use of the brand mark, the brand mark can be eliminated, but New York State (i.e. "A New York State Initiative") or the endorsing agency should be mentioned at the bottom of the piece.

\*See section 4 (pages 77-93) for design layout guidelines.

#### LEGACY LOGO ENDORSEMENT

1. LEGACY LOGO WITH SUB PROGRAM

Legacy Logo | Sub Program

2. BRAND MARK AND AGENCY NAME LOCK UP

NEW YORK STATE OF OPPORTUNITY. Agency Name

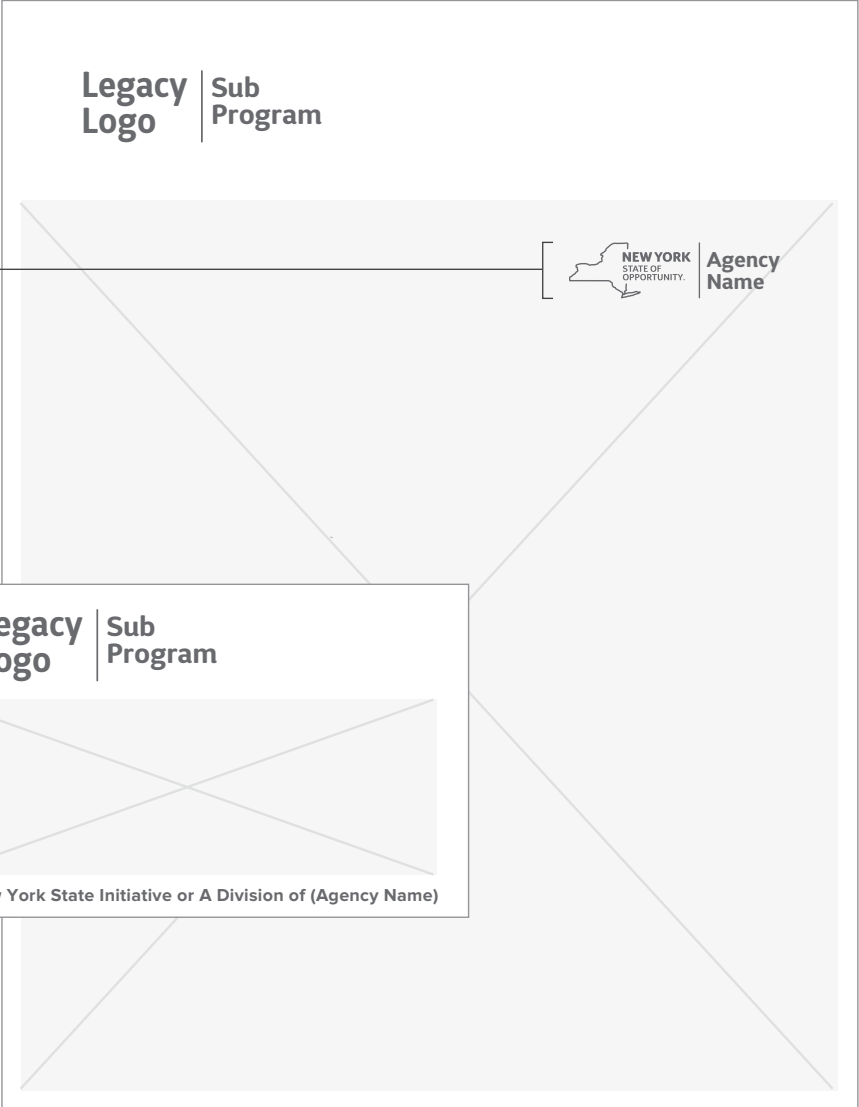
#### LEGACY LOGO WHEN RESTRICTED SPACE

1. LEGACY LOGO WITH SUB PROGRAM

Legacy Logo | Sub Program

2. NEW YORK STATE OR AGENCY ENDORSEMENT

A New York State Initiative or A Division of (Agency Name)



# 2.25

## NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

### EXAMPLE OF A LEGACY LOGO ENDORSING A SUB-PROGRAM

#### Viewing the endorsement system

This is what the finished endorsement system might look like in a real world examples. Size and placement on the page in actual communications can vary based on different layouts. View the samples to the right only for how the endorsement system is rendered.\*

#### Linking legacy logos with programs

As seen here, the legacy program logo is locked up with the sub-program it owns. In the larger example, it is separated from the endorsing lock-up of the NY State brand mark and the agency that owns the program.

When restricted space hinders or discourages the use of the brand mark/endorsing agency lock-up, the agency name can be displayed alone, most likely at the bottom of the communication, as seen to the right.

#### The architecture is clean, clear and consistent

These guidelines help reduce the clutter of lock-ups, yet ensure that the legacy program is owning the sub-program, and is endorsed by both the agency owning it and the state.

\*See section 4 (pages 77-93) for design layout guidelines.

**I ♥ NY** | Path Through History

**Discover New York State**

A Division of Empire State Development

**Discover New York State**

**Explore Today**

- Arts & Culture
- Canals & Transportation
- Civils Rights
- Colonial History
- Immigration
- Innovation & Commerce
- Native Americans
- Natural History
- Revolutionary War
- Sport History
- U.S. Presidents
- War of 1802
- Women's Rights

[i-love-new.com/paththroughhistory](http://i-love-new.com/paththroughhistory)

**NEW YORK STATE OF OPPORTUNITY** | Empire State Development

# 2.26

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## SCHEMATIC OF A MULTIPLE LEGACY LOGOS ENDORSEMENT

### Viewing the endorsement system

Here are illustrations of how the endorsement application would look for two legacy logos. Size and placement on the page in actual communications can vary based on the page in actual communications can vary based on different layouts. Sample executions can be seen on the following page. View the sample to the right only for how the endorsement system is rendered.\*

### Placement

While placement may vary, the standard rule is that the legacy logos should not appear next to the NY State brand mark. They may appear together, and in different sizes from each other, as long as there is separation on the page to avoid confusion about which entity/entities own(s) the communication.

When space is extremely limited, the endorsing entity whether it be New York State or an agency does not need to appear on the communication.

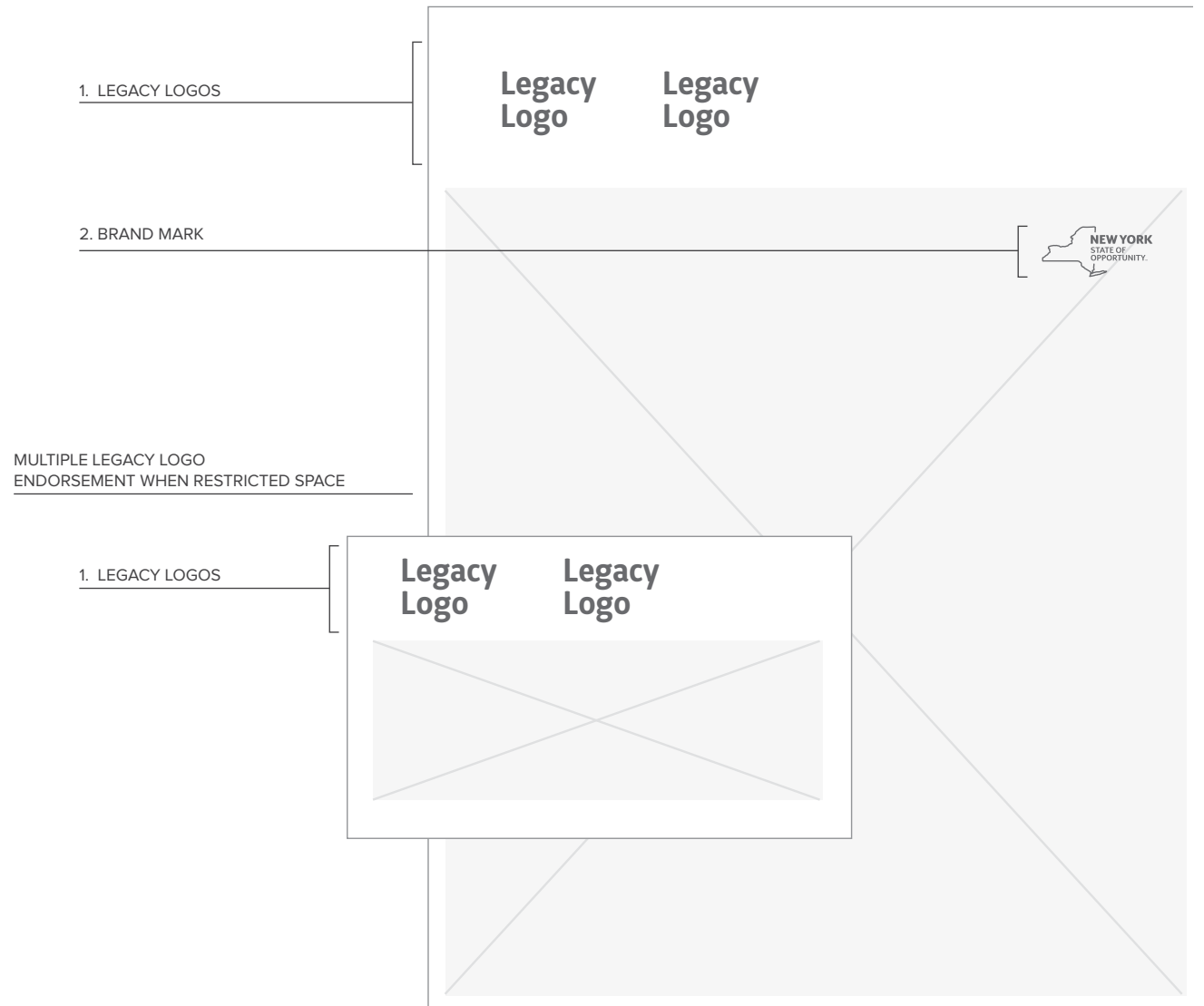
### Display options

The brand mark/agency lock-up should appear in its coded color on a white background. This is the primary treatment and should be used as much as possible. In the event the brand mark/agency lock-up cannot be rendered on a white background, there are two secondary options:

- 1) knocked out in white or in the coded color and only situated on a unobstructed background on the photo;
- 2) placed inside the progress holding shape in either the coded color or white, depending on what best achieves legibility and contrast (as seen on next page).

\*See section 4 (pages 77-93) for design layout guidelines.

### MULTIPLE LEGACY LOGOS ENDORSEMENT



# 2.27

NY STATE AGENCIES AND AUTHORITIES GROUPINGS AND ARCHITECTURE

## EXAMPLE OF MULTIPLE LEGACY LOGOS ENDORSEMENT

### Viewing the endorsement system

This is what the finished endorsement system would look like in real world examples. Size and placement on the page in actual communications can vary based on different layouts. View the sample to the right only for how the endorsement system is rendered.\*

### Co-promoting legacy logos

As seen in the larger example, the two legacy logos owning the communication are together in the same size, and set apart from the NY State brand mark.

### Restricted space example

Notice that the brand mark on the restricted space example has been omitted.

### The architecture is clean, clear and consistent

These guidelines help reduce the clutter of multiple logos, yet ensure that the legacy brands are owning the communication, with a strong endorsement from the state.

\*See section 4 (pages 77-93) for design layout guidelines.

**New York has more than 1,000 miles of scenic trails?**

**GET OUTTA TOWN.**

Heart Lake and Algonquin Mountain, NY.  
Plan your next New York State vacation at [iloveny.com](http://iloveny.com) and [mta.info](http://mta.info)

**NEW YORK STATE OF OPPORTUNITY.**

**MTA** **I ♥ NY**

**MTA** **I ♥ NY**

# 2.28

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## THIRD PARTY LOGO ENDORSEMENT

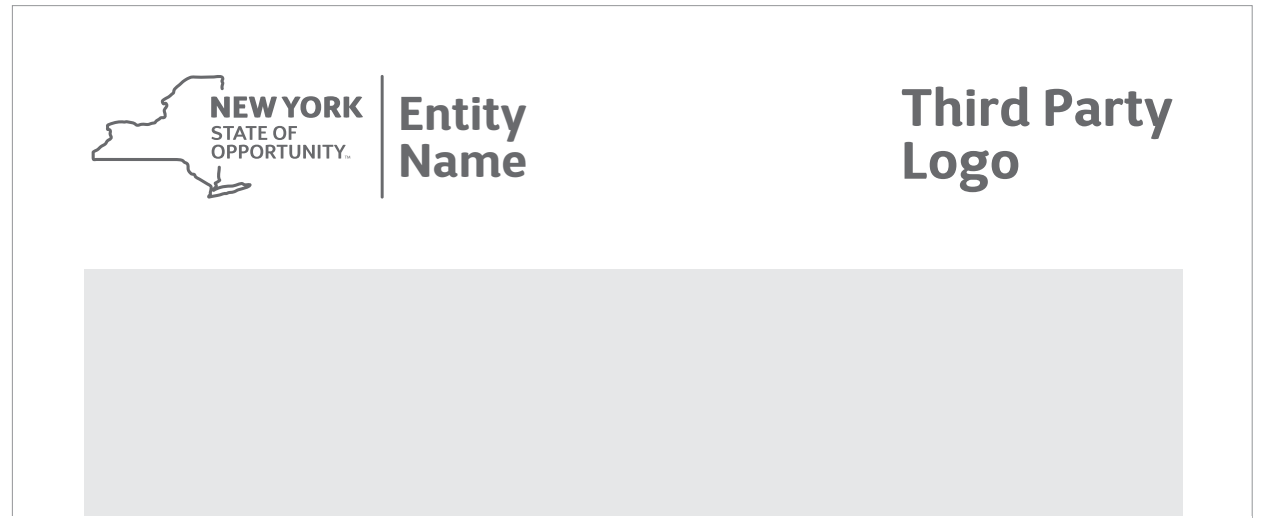
### Third Party logos

When a third party logo must appear in a NY State communication, it should never be locked up with the NY State entity lock-up or any legacy logo.

### Placement and size

There are no fixed rules governing the relative placement and size of the various marks except those that apply to clear space and placement of the brand marks over cluttered backgrounds.

### THIRD PARTY LOGO EXCEPTION



# 2.29

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## EXAMPLE OF THIRD PARTY LOGO ENDORSEMENT

The endorsement example here shows that the New NY Works initiative, locked up with the NY State brand mark, is an equal partner with the featured third parties in the communication. The integrity of all marks are maintained. Size and placement on the page in actual communications can vary based on different layouts.

### CO-BRANDING WITH THIRD PARTY LOGOS



The New NY Works



The New NY Works



# 2.30

## NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

### STATIONERY

#### Letterhead

As seen to the right, the name and contact information for the employee are on the top left of the page, and on the bottom of the page in the center is the lock-up of the NY State brand mark and the agency for which the employee works.

#### Business cards

As seen to the right, the name and contact information for the employee are on the bottom left of the card, and the NY State brand mark/agency lock-up appears on the top right.

Follow the formulas on page 32 for how to build the state brand mark/agency lock-up.

#### LETTERHEAD AND BUSINESS CARDS

CONTACT INFO

**NAME (Proxima Bold 12pt)**

Fonction (Proxima Regular 8pt)

**Agency Name (Proxima Bold 8pt)**

Address (Proxima Regular 8pt)

Contacts

Website



Agency Name

**NAME (Proxima Bold 12pt)**

Fonction (Proxima Regular 8pt)

Address (Proxima Regular 8pt)

Contacts

Website

BRAND MARK AND AGENCY NAME LOCK UP



Agency Name

# 2.31

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## STATIONERY WITH LEGACY LOGOS

### Letterhead

As seen to the right, the name and contact information for the employee are on the top left of the page. The legacy logo is positioned on the upper right and the NY State brand mark is centered on its own at the bottom of the page.

### Business cards

As seen to the right, the name and contact information for the employee are on the bottom left of the card, and the NY State brand mark appears on the top right. The legacy logo is featured prominently upper left.

Follow the formulas on page 32 for how to build the state brand mark/agency lock-up.

### LETTERHEAD AND BUSINESS CARDS FOR LEGACY LOGOS

CONTACT INFO

**NAME (Proxima Bold 12pt)**  
Fonction (Proxima Regular 8pt)  
**Agency Name (Proxima Bold 8pt)**  
Address (Proxima Regular 8pt)  
Contacts  
Website

**Legacy  
Logo**

**Legacy  
Logo**



**NAME (Proxima Bold 12pt)**  
Fonction (Proxima Regular 8pt)  
Address (Proxima Regular 8pt)  
Contacts  
Website

BRAND MARK





# 2.32

## NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

### STATIONERY FOR LEGACY LOGOS WHEN ENDORSED BY AN AGENCY

#### Letterhead

As seen to the right, the name and contact information for the employee are on the top left of the page. The legacy logo is positioned on the upper right. The NY State brand mark is locked up with the endorsing agency and centered at the bottom of the page.

#### Business cards

As seen to the right, the name and contact information for the employee are on the bottom left of the card, and the NY State brand mark appears on the top right locked up with the endorsing agency. The legacy logo is featured prominently upper left.

Follow the formulas on page 32 for how to build the state brand mark/agency lock-up.

#### LETTERHEAD AND BUSINESS CARDS FOR LEGACY LOGOS ENDORSED BY AN AGENCY

CONTACT INFO

**NAME (Proxima Bold 12pt)**  
Fonction (Proxima Regular 8pt)  
**Agency Name (Proxima Bold 8pt)**  
Address (Proxima Regular 8pt)  
Contacts  
Website

**Legacy  
Logo**

**Legacy  
Logo**



**Agency  
Name**

**NAME (Proxima Bold 12pt)**  
Fonction (Proxima Regular 8pt)  
Address (Proxima Regular 8pt)  
Contacts  
Website

BRAND MARK LOCK UP



**Agency  
Name**

# 2.33

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## EXAMPLE OF STATIONERY

### Viewing the endorsement system

This is what the finished endorsement system would look like in a real world example on stationery and business cards. Unlike other examples seen in these guidelines, the size and placement on the page in actual communications are fixed and do not vary.



# 2.34

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## EXAMPLE OF BUSINESS CARDS

### Color options

Shown to the right are two different color options:

- When full-color process is available for printing use the associated grouping color (refer to pages 28-29 for formulas).
- When only one-color process is available for printing use the dark blue from the NY State core color palette (refer to pages 17 for formulas).

### FULL-COLOR BUSINESS CARD EXAMPLE



### ONE-COLOR BUSINESS CARD EXAMPLE



# 2.35

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

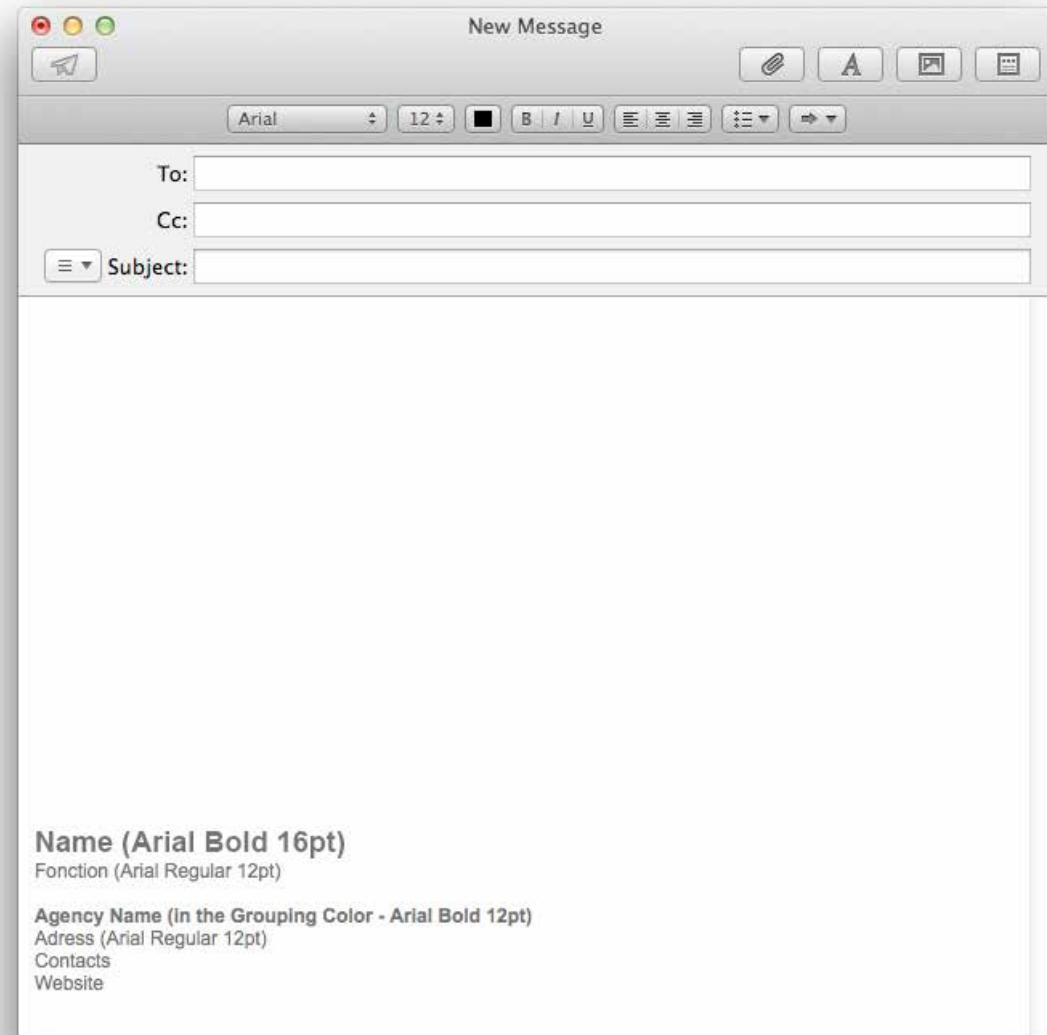
## EMAIL SIGNATURE

### Placement

Email signatures are to be placed flush left following the contents of the email.

### Typography and color

Since the recipient of the email will most likely not have Proxima Nova, the email information will be rendered in Arial. See size and weight guidelines to the right. Use the coded color for the grouping under which the agency is organized for the name of the agency in the signature.



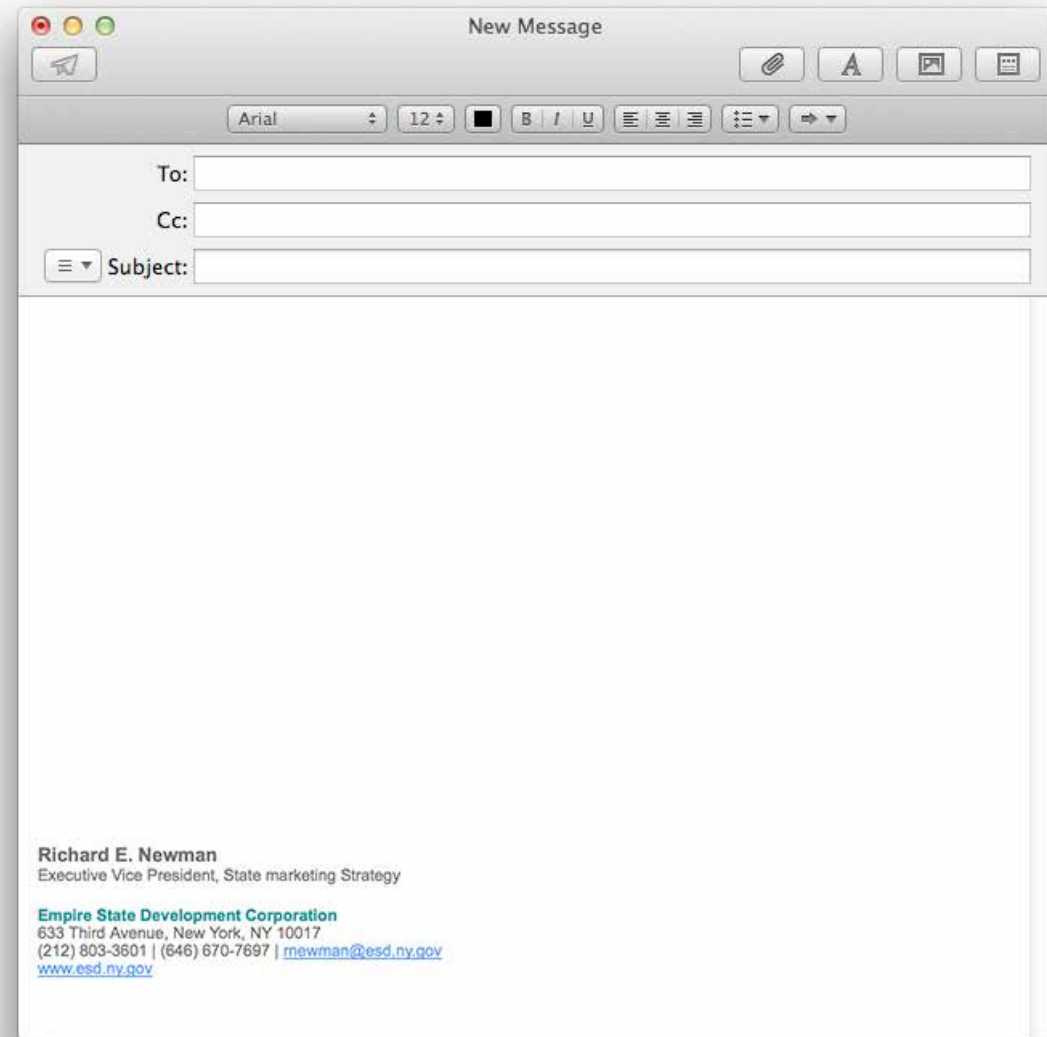
# 2.36

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## EXAMPLE OF AN EMAIL SIGNATURE

### Viewing the email signature

This is what the finished email signature would look like in a real world example. Unlike other examples seen in these guidelines, the size, font, color selection and placement on the page in actual communications are fixed and do not vary.



# 2.37

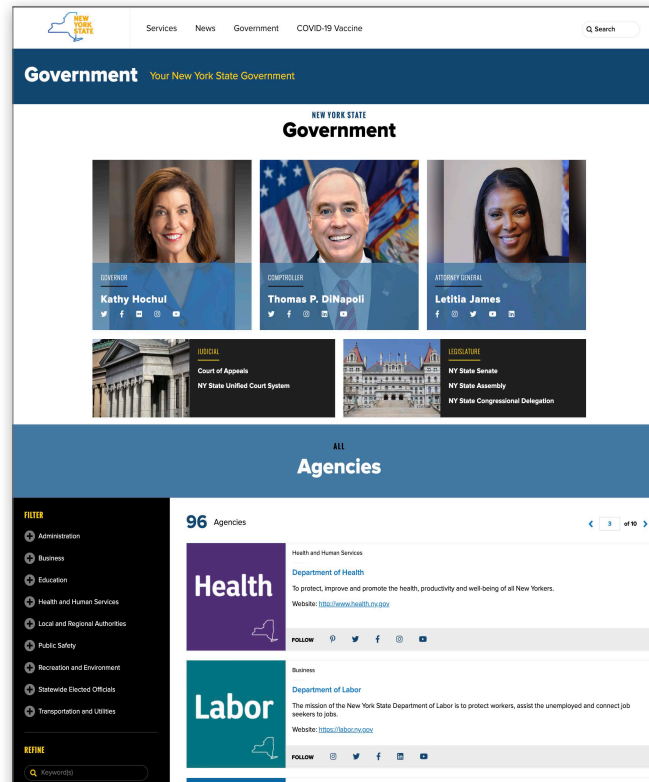
## NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

### WEB

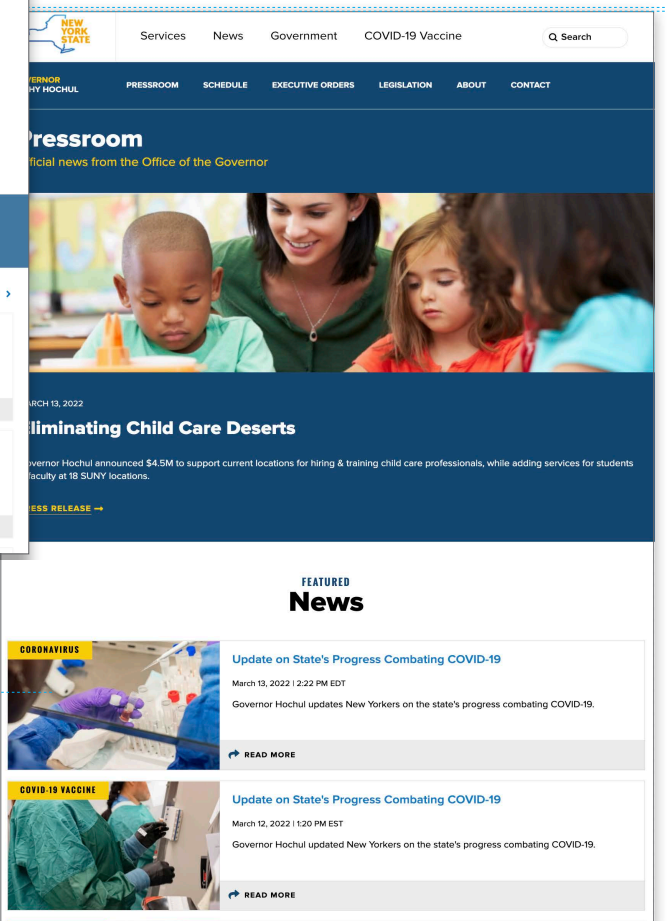
#### NY State Web Site (ny.gov)

The NY State web site, ny.gov, as well other agency/program website pages have developed their look and feel based on the identity standards represented in these guidelines. Please consult further web-specific guidelines for implementation online, such as navigation, appearance of menu bars, etc.

Please see page 95 for link to full web guidelines.



NOTE:  
USE OF THE NY STATE IDENTIFIER  
(NOT THE BRAND MARK) IN ONLINE  
CONTEXTS WHERE SPACE IS LIMITED.



# 2.38

## NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

### EXAMPLE OF THE NY STATE IDENTIFIER AND BRAND MARK AGENCY LOCK-UP

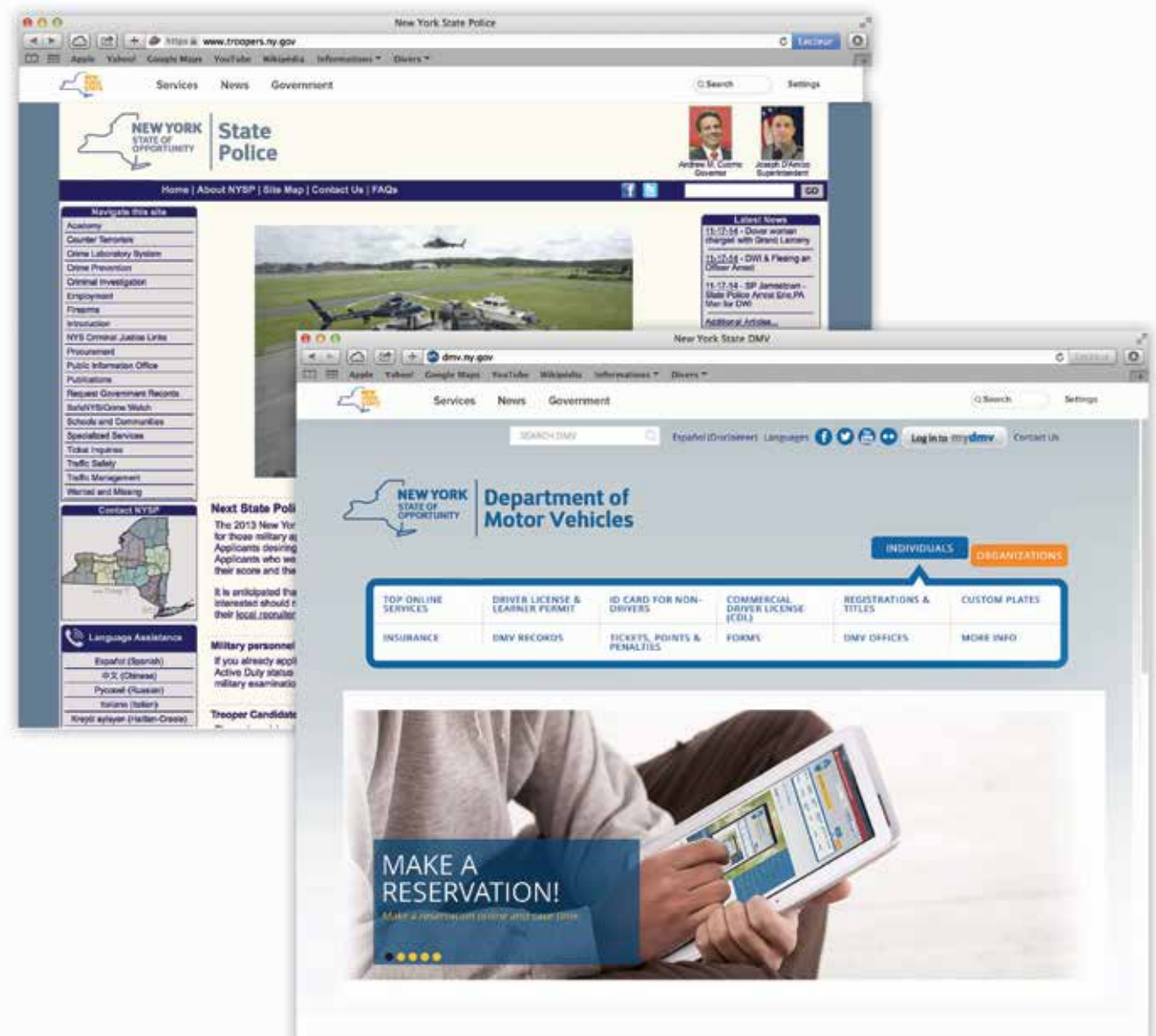
#### Agency websites

Please see page 95 for link to full web guidelines.

The thin navigation bar at the top of the page features the NY State identifier because the space is reduced to the degree that it would compromise the minimum size of the NY State brand mark.

#### NY State/Agency lock-ups

As seen in the two examples here, the NY State brand mark is locked up with the agency in a manner consistent with usage elsewhere in these guidelines: in D Sari Bold, and in the coded color of the grouping under which the agency is organized.



# 2.39

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

## BRANDING IN SOCIAL MEDIA

Social media pages often have a fixed space and layout. Please use the following guidelines for display ONLY for such instances where online layouts are not in your control.

### The “Avatar” box

For the square holding shapes (Avatar boxes) used in social media (Twitter shown to the right), please place the NY State Identifier inside the box as scaled here. The box should be the agency’s grouping color (in this case, teal for Business); and the NY State identifier should be knocked out in white.

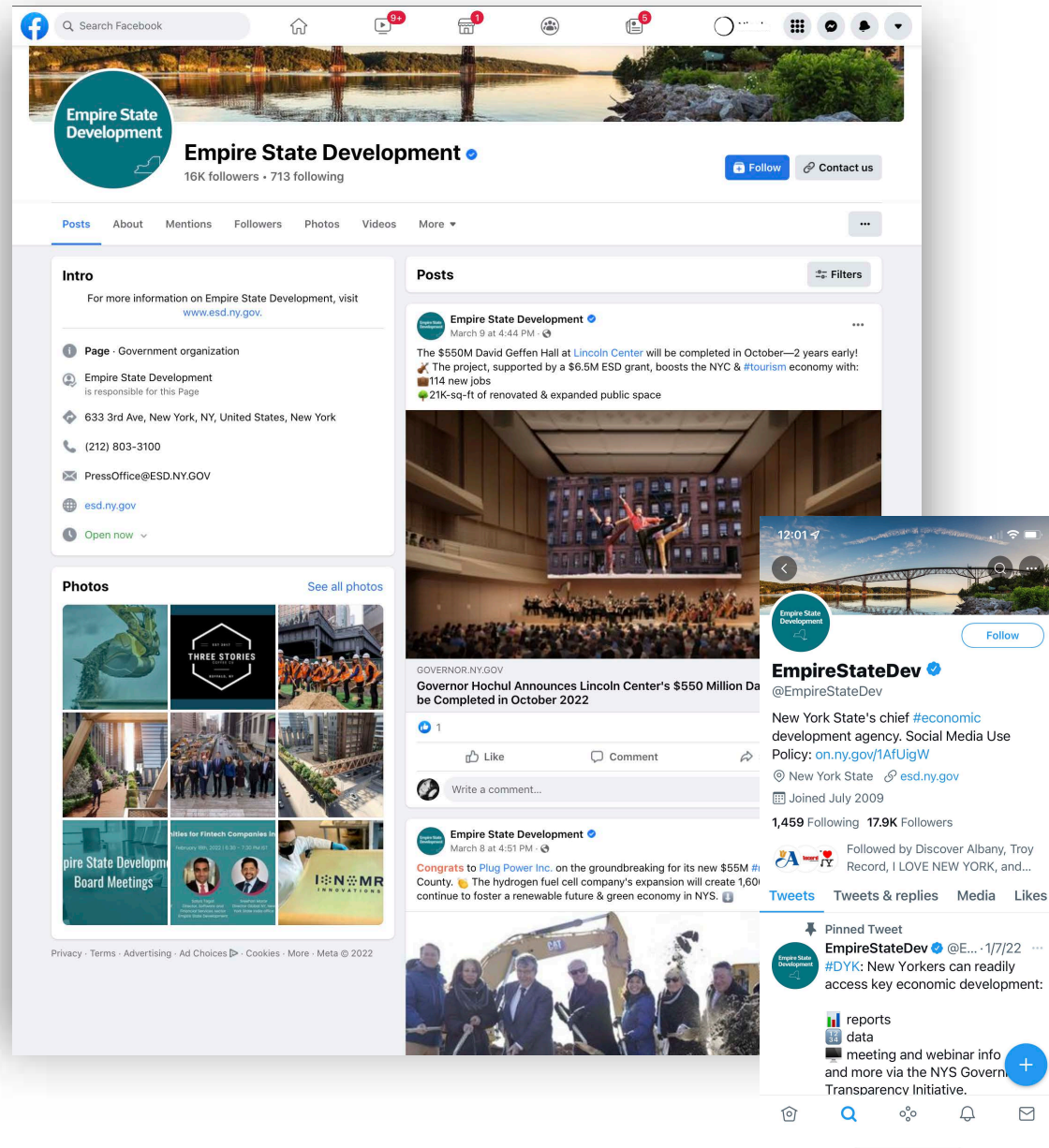
### Agency/Entity name

Do not use additional text or acronyms within the box as it will crowd the identifier and diminish legibility, particularly on mobile devices.

Viewers/Followers will see the source of the Tweet/Post immediately under or to the right of the Avatar Box, (in this case, Empire State Development).

### Legacy logo exception

Legacy logos may use their logos in the avatar box. The name of the program, agency or initiative must be listed below the box. In the case of program legacy logos, the endorsing agency must also be listed.





# 2.40

NY STATE AGENCIES AND AUTHORITIES: GROUPINGS AND ARCHITECTURE

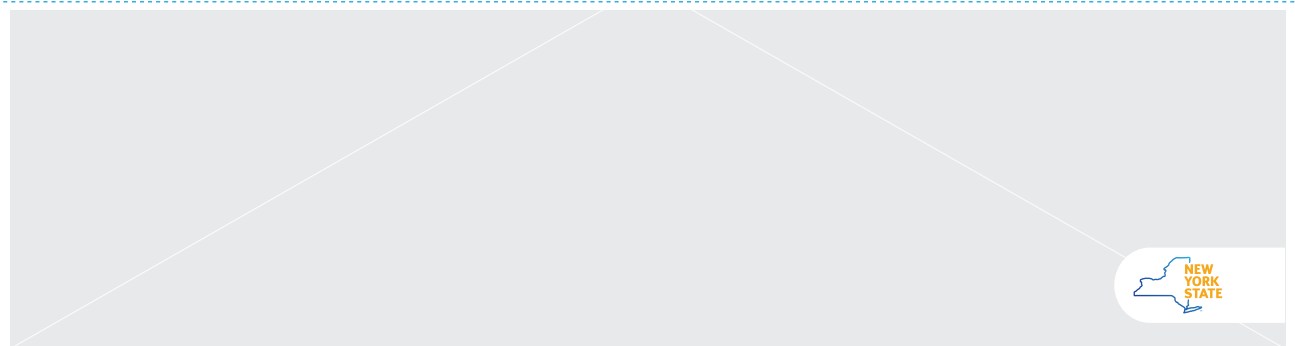
## BRANDING IN VIDEO COMMUNICATIONS

In video communications, the rules outlined throughout the guidelines should be adhered to as best as possible.

Animations should be kept to a minimum to maintain the strength and authority of the brand (ie. no spinning brand mark or introduction of rainbow colors outside of the prescribed palette.)

The preferred bug location is in the lower right corner as shown here, respecting minimum clear space, etc.

### IDENTIFIER ON VIDEO



# 3. The Great Seal of the State of New York and the Coat of Arms



# 3.1

## NEW YORK STATE SEALS

### THE GREAT SEAL OF THE STATE OF NEW YORK, AND THE COAT OF ARMS

Over the years, the Great Seal of the State of New York and the Coat of Arms have been used improperly through out the state. The consequence has been that neither symbol maintains any consistent recognition or authority with state audiences.

#### How to comply with the rules governing The Great Seal

The Great Seal of the State of New York can only be used by the Governor's Office or with approval from the Secretary of State (see following instructions). The Secretary of State is the custodian of the Great Seal of the State of New York. The seal is used to authenticate official records of the State. The Secretary of State may authorize the use of the seal for certain educational or commemorative purposes pursuant to State Law section 74. Requests to reproduce the Great Seal of the State of New York for educational or commemorative purposes, should clearly describe the proposed use. Requests to reproduce the seal in educational publications should specify the title and a description of the publication in which the seal will be used, its publication date, and the number of copies to be published. Requests must be submitted in writing to the New York State Department of State, Office of Counsel, One Commerce Plaza, 99 Washington Avenue, Albany, NY 12231.

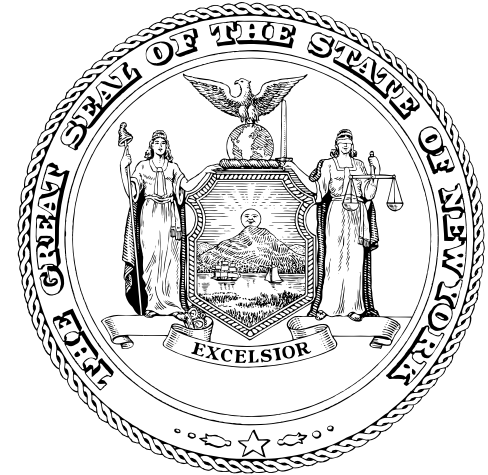
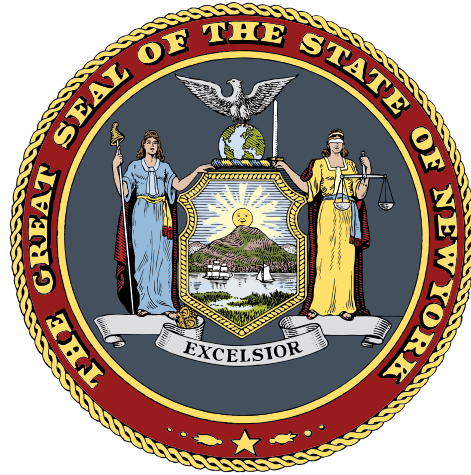
#### The Coat of Arms

The Coat of Arms to the right is approved for use only in legal documents, such as licenses, deeds, titles and certificates. All other communications must use the brand mark or identifier.

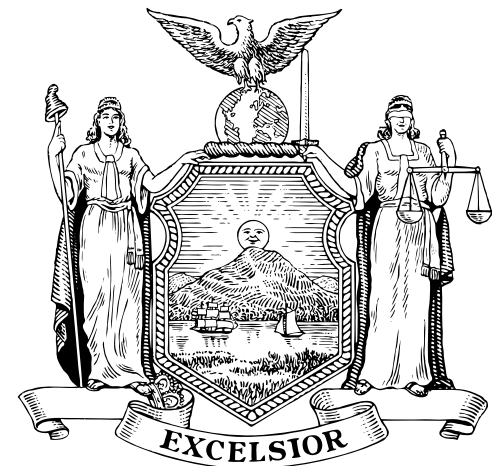
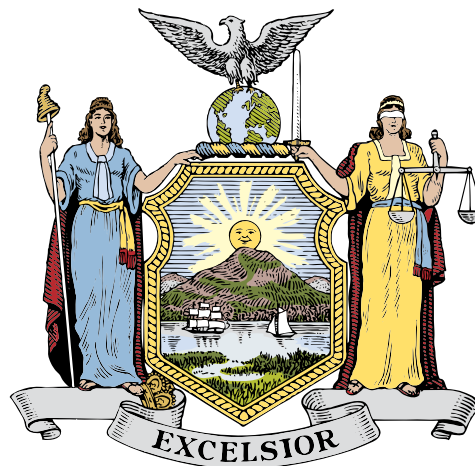
#### Full and one color treatments

The full color Coat of Arms illustrated to the right is the only approved color version. In cases where only one or two colors are available for production, render the Coat of Arms in the coded color of the grouping under which the issuing agent is grouped.

THE GREAT SEAL OF THE STATE OF NEW YORK



THE STATE OF NEW YORK COAT OF ARMS



# 3.2

## NEW YORK STATE SEALS

### THE NEW YORK COAT OF ARMS AND AGENCY LOCK-UPS

Whenever the Coat of Arms is used on an official communication piece, it is imperative that the words New York State are prominently positioned. Proper credit must be accrued to the state, as neither the brand mark nor the identifier is present.

#### Coat of Arms/Agency lock-ups

The type size (lower case) of the agency name is 1/8th the height of the Coat of Arms. The type size equals the "X" value illustrated to the right.

The agency name is rendered in D Sari Bold.

#### Anchor line

As seen here, the horizontal or vertical line used in lock-ups that anchors one entity with another (e.g. Coat of Arms with an agency). The anchor line thickness equals Y—half the thickness of the initial capital letter of the agency name. The width (vertical lock-up) or height (horizontal lock-up) of the anchor line should be the respective width/height of the Coat of Arms.

#### Relative Relationship between the Coat of Arms and Agency Name

The distance between the Coat of Arms and the anchor line, as well as the agency name and the anchor line, equals X—the height of the lower case letters in the agency name.

#### Color

The agency name is rendered in its coded color.

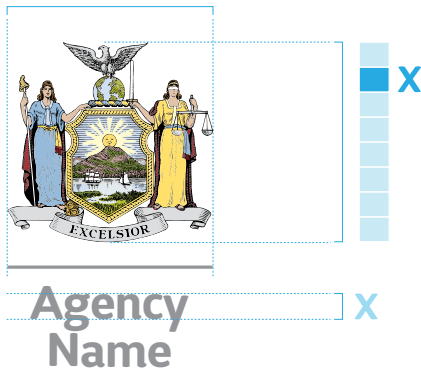
#### Clear space

Clear space around the Coat of Arms/agency lock-up equals X.

#### Two lock-up options

There are two lock-up options, one vertical and one horizontal, to accommodate different layout options

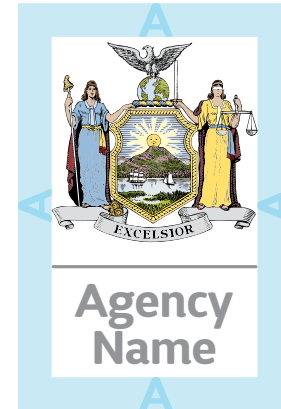
#### TYPE SIZE AND ANCHOR LINE WIDTH



#### ANCHOR LINE THICKNESS

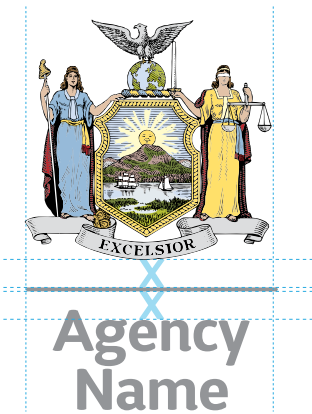


#### LOCK UP CLEAR SPACE

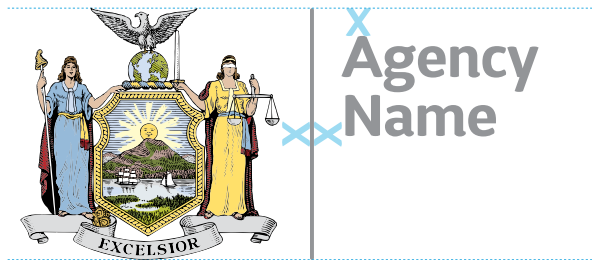


A = HEIGHT OF THE CAPITAL LETTER OF THE AGENCY NAME

#### VERTICAL LOCK UP



#### HORIZONTAL LOCK UP



# 3.3

## NEW YORK STATE SEALS

### THE NEW YORK COAT OF ARMS AND MULTIPLE AGENCY LOCK-UPS

#### Coat of Arms/multiple agency lock-ups

There are occasions when multiple agencies need to be endorsed by the Coat of Arms. The size of the agency name is 1/8th the height of the Coat of Arms, the “X” value. The height of the lower case letters in the agency name also equals X.

#### Anchor Line

As seen here, the horizontal or vertical line used in lock-ups that anchors one entity with another (e.g. Coat of Arms with multiple agencies). The anchor line thickness equals Y—half the thickness of the initial capital letter of the agency name. The width (vertical lock-up) or height (horizontal lock-up) of the anchor line should be the respective width/height of the Coat of Arms.

#### Relative Relationship between the Coat of Arms and agency name

The distance between the Coat of Arms and the anchor line, as well as the agency names and the anchor line, equals X—the height of the lower case letters in the agency name. The distance between agency names is 2 X.

#### Color

The agency names are rendered using the core colors of the NY State color palette.

#### Clear Space

Clear space around the Coat of Arms/multiple-agency lock-up equals X.

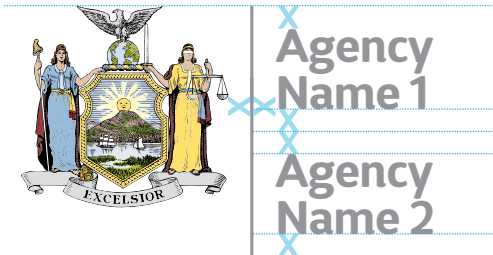
#### Two lock-up options:

There are two lock-up options, one vertical and one horizontal, to accommodate different layout options

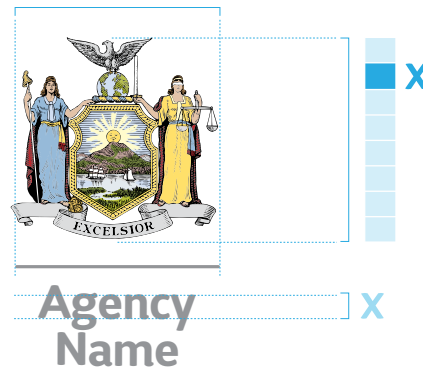
#### HORIZONTAL LOCK UP 1



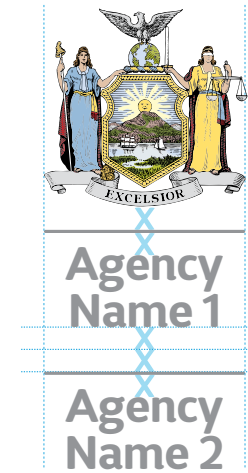
#### HORIZONTAL LOCK UP 2



#### TYPE SIZE AND ANCHOR WIDTH



#### VERTICAL LOCK UP



# 3.4

NEW YORK STATE SEALS

## EXAMPLE OF THE NEW YORK COAT OF ARMS AND AGENCY LOCK-UP

The mock up of a vehicle title to the right illustrates how the Coat of Arms/agency lock-up would look in a real world example of its appropriate use (ie deed, license, title or other legal document).

View the sample to the right only for how the endorsement system is rendered.\*

The agency is rendered in D Sari Bold.



# 4. New York State Brand Graphic Elements

## **What brand graphic elements are**

Graphic elements such as prescribed photographic style, proprietary shapes and patterns, and the ability to combine these elements, enhance the ability of the primary elements (brand mark, identifier, color palette, typography) to deliver a distinctible look and feel for communications on behalf of all NY State entities.

## **Graphic elements help creativity as well as consistency**

Even if you were to obscure the NY State brand mark or identifier, you should be able to see and feel the New York State experience manifested in it's communications. Additionally, these elements will add consistent visual appeal to layouts.

## **The guidelines for these elements are generally fixed, but allow for some flexibility**

This section offers rules on the elements and how to combine them. Some rules are mandatory, while others offer choices about kind, size and placement of elements.

## **How this section is organized**

The graphic elements are discussed and then followed by examples that illustrate the proper use of the elements in real world examples.

# 4.1

## NEW YORK STATE SECONDARY IDENTITY ELEMENTS

### THE DIVERSITY HOLDING SHAPE

#### What the diversity holding shape is

The holding shape is a graphic device that permits great diversity in creating layouts, while simultaneously insuring a consistent look and feel across different materials developed by different state agencies, offices and programs.

It consists of a large quadrilateral shape, with a thinner quadrilateral accent bar. The diversity holding shape can be positioned anywhere on the layout as long as it anchors to one or two edges of the layout, either top, bottom, left or right.

#### How it is used

As illustrated to the right, it can work in horizontal or vertical formats, and scale up, down or across depending on the variety of material being produced. Use it to highlight and organize visual or verbal information, such as photographs or headlines respectively.

#### Color and image selection

Colors can be selected from the core color palette, the appropriate coded color of one of the eight groupings, or simply filled in with images. The accent strip should appear in a contrasting color, also selected from approved palettes (shown to the right in light blue with gold accent).

See pages 89-93 for examples of the graphic elements in real world communications.

#### THE DIVERSITY HOLDING SHAPE

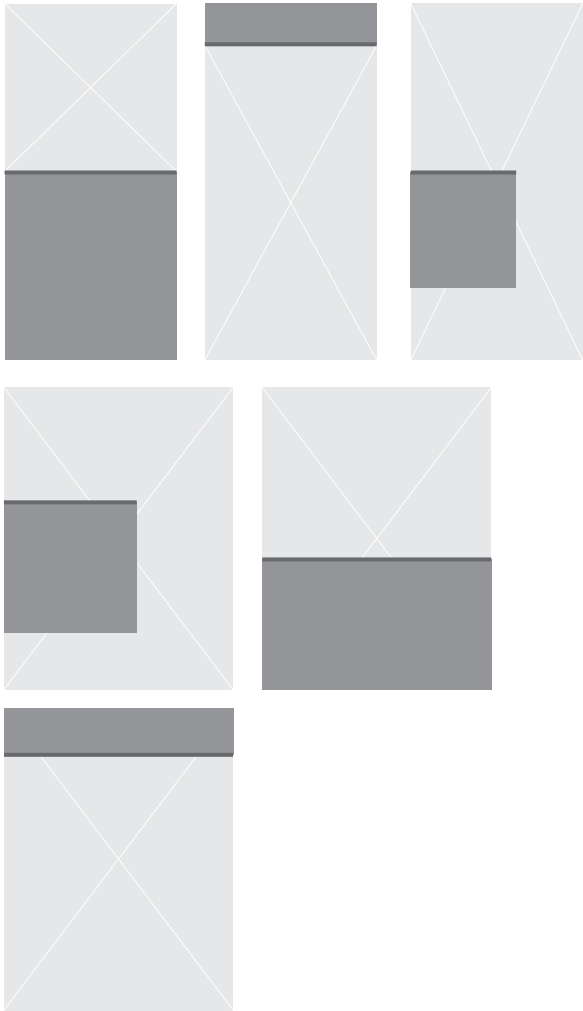
FIGURE 1



FIGURE 2



SAMPLES





# 4.2

## NEW YORK STATE SECONDARY IDENTITY ELEMENTS

### THE PROGRESS HOLDING SHAPE

#### What the progress holding shape is

This holding shape is a graphic device that permits great visual enhancement in creating layouts, while simultaneously insuring a consistent look and feel across different materials developed by different state agencies, offices and programs.

The progress holding shape gets its inspiration from the anchor line device used in lock-ups. Use it to highlight and organize verbal information, such as text or headlines. It can also be used to hold images. The progress holding shape can be positioned anywhere on the layout as long as it anchors to either the left or right edge of the layout.

#### How it is used

It is used to help show movement and/or progress in layouts. As illustrated to the right, it can be used only in a horizontal format, and scaled larger and smaller without altering the radius of the one rounded edge.

#### Color and image selection

Colors can be selected from the core color palette, the appropriate coded color of one of the eight groupings, or simply filled in with images.

See pages 89-93 for examples of the graphic elements in real world communications.

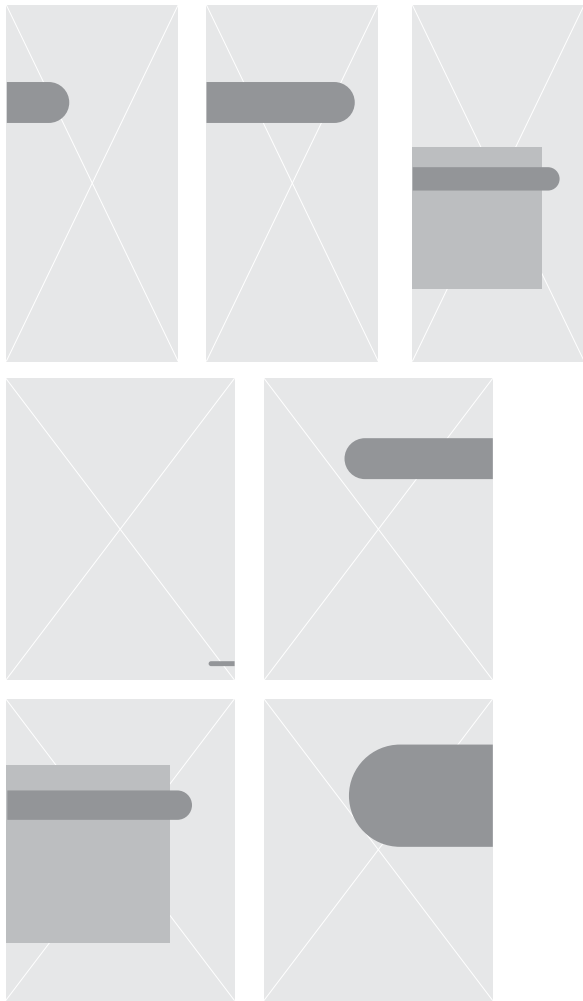
#### THE PROGRESS HOLDING SHAPE



THE PROGRESS HOLDING SHAPE IS BASED OFF THE ANCHOR LINE DEVICE



#### SAMPLES



# 4.3

## NEW YORK STATE SECONDARY IDENTITY ELEMENTS

### PHOTOGRAPHY STYLE

#### Use the NY State Brand Character as your guide to selecting photography

**Authentic:** images should be candid shots. Avoid staged poses whenever possible.

**Inspiring:** when lighting subjects or capturing landscapes, try and choose a light source that creates an uplifting and optimistic point of view.

**Dynamic:** try and infuse action in shots, showing progress in motion.

**Compassionate:** preserve the dignity of the subject matter.

#### Photographic tints

The use of photographic tints, or duotone photography, is not encouraged but is permitted as long as the colors of the tint used are from the gold or light blue in the core color palette of NY State (see pages 17-18). Use good judgment to ensure proper contrast so that the images are not muddied or obscured by the tints.

#### Match images to reinforce content effectively

Often it can be difficult to find the right image from a pre-selected image bank. Strive to select images that match the content as exactly as possible. Example: if the content is about a summer event, try and find images that coincide with that season (e.g. no one should be wearing a winter coat).



# 4.4

## NEW YORK STATE SECONDARY IDENTITY ELEMENTS

### PHOTOGRAPHY USAGE

#### Holding shapes and the use of imagery

It is important that photography be represented in consistent ways so that communications from all entities of NY State have a branded look and feel. Please consult the guideline illustrations to the right.

#### Single image

When using a single image on a page (surface), it should appear either as a full bleed (the image has no defined edges and appears to extend beyond the borders of the page), or contained in either the diversity or progress holding shape. See examples to the right. The full bleed is preferable, but not required. Use your good judgement and knowledge of relevant production concerns.

#### Multiple images

When using multiple images, they should be fitted into either the diversity or progress holding shape. Additionally, they may be "tiled"—that is, arranged in quadrilateral shapes that touch each other without any borders. Finally, they can also be tiled into a full-bleed execution (the images have no defined edges at the edges of the page). See guidelines to the right.

#### Use good design judgment

When combining photos, take care to select which images go next to others. Try and match production quality, lighting, camera angles and so on so that—taken together—the collective images exist on the page harmoniously.

See pages 89-93 for examples of the graphic elements in real world communications.

#### SINGLE IMAGE USAGE



IMAGE IN THE DIVERSITY HOLDING SHAPE\*

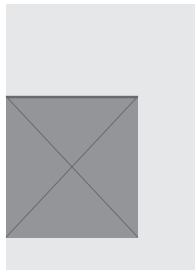
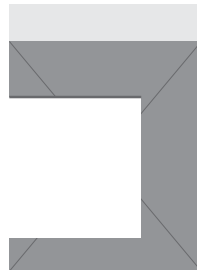
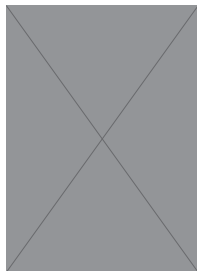


IMAGE IN THE DIVERSITY HOLDING SHAPE\*



HOLDING SHAPE OVER IMAGE\*



FULL BLEED IMAGE

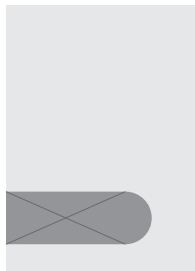
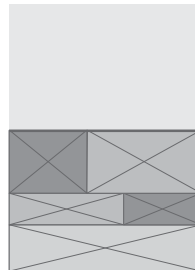


IMAGE IN PROGRESS HOLDING SHAPE\*

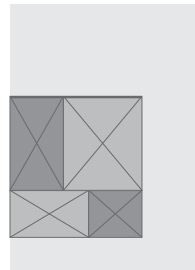


PROGRESS HOLDING SHAPE OVER IMAGE\*

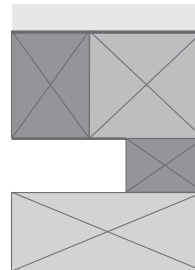
#### MULTIPLE IMAGES USAGE



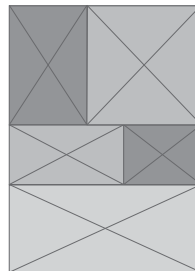
MULTIPLE IMAGE IN THE DIVERSITY HOLDING SHAPE\*



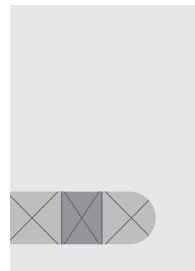
MULTIPLE IMAGE IN THE DIVERSITY HOLDING SHAPE\*



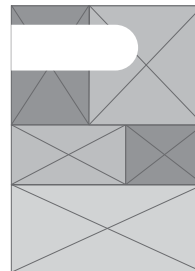
DIVERSITY HOLDING SHAPE OVER IMAGES\*



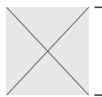
FULL BLEED MULTIPLE IMAGES



MULTIPLE IMAGES IN PROGRESS HOLDING SHAPE\*



PROGRESS HOLDING SHAPE MULTIPLE IMAGES



REPRESENTS AN IMAGE

\* HOLDING SHAPES CAN BE SCALED IN ANY PROPORTIONS

# 4.5

## NEW YORK STATE SECONDARY IDENTITY ELEMENTS

### CHARTS AND GRAPHS

#### Consistent presentation of information

It is important that charts and graphs be represented in consistent ways so that communications from all entities of NY State have a branded look and feel. Please consult the guideline illustrations to the right.

#### Chart and graph style

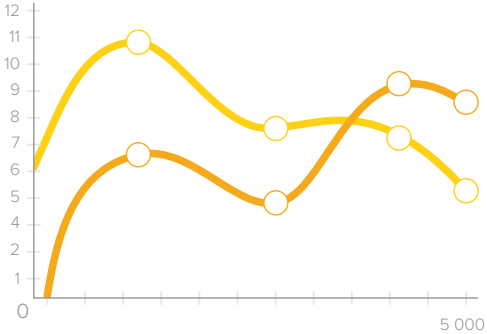
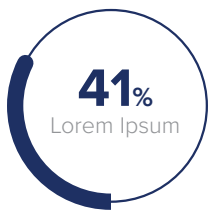
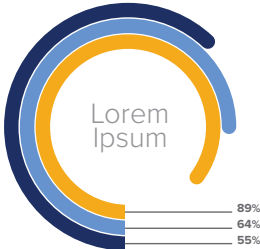
These chart styles are inspired by the progress holding shape (see page 79) and intended to convey information with great fluidity of motion.

#### Color selection

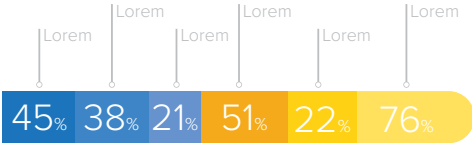
Colors can be selected from the core color palette, or the appropriate coded color of one of the nine groupings (shown to the right in the core color palette for NY State).

Use good design judgment and design principles in sizing them and juxtaposing them with other visual and verbal information in the layout.

#### CHARTS AND GRAPHS



	IPSUM	LOREM	IPSUM	LOREM	IPSUM	LOREM	IPSUM	LOREM
lorem								
lorem								
lorem								
lorem								



# 4.6

## NEW YORK STATE SECONDARY IDENTITY ELEMENTS

### ICONOGRAPHY

Iconography is a system of pictorial images relating to or illustrating a variety of subjects. They are designed to be intuitive and telegraphic: they function to rapidly convey the location or intention of information. They are most frequently seen on “buttons” for smart phones and signs. Some samples are illustrated here.

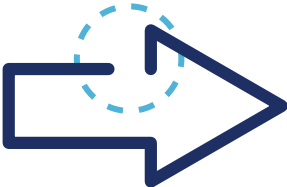
#### Style Guidelines

The suggested iconography style is based off the NYS outline from the NY State brand mark. Design iconography in a way that mimics the line weight, the rounded line terminals and the “gap” opening as illustrated.

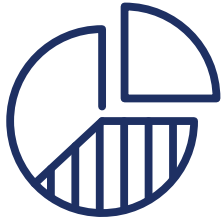
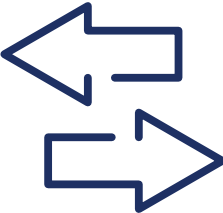
#### Note

These are only sample iconography. There is no official bank of these images. Rather, they are intended to provide guidance when creating them, as well as to ensure consistency in communications across the entities of NY State.

#### ICON GUIDELINE



#### ICON EXAMPLES



# 4.7

## NEW YORK STATE SECONDARY IDENTITY ELEMENTS

### BRANDING APPLICATION IN REAL WORLD SITUATIONS

#### Proper use of color

For giveaways, as a general rule, try to use colors from the NY State core color palette (see pages 17-18). If there is a need for using the coded color of a grouping, please adhere to the color formulas shown on pages 28-29.

#### Proper use of the identifier

As seen to the right on flash drive examples, when space is too small for NY State brand mark's minimum size requirements, use the NY State identifier instead of the brand mark (see page 13 for guidelines).



# 4.8

## NEW YORK STATE SECONDARY IDENTITY ELEMENTS

### BRANDING APPLICATION IN REAL WORLD SITUATIONS DONT'S

To the right are several examples of how you should NOT represent either the NYS brand mark or a NY State/Agency lock-up. This is by no means a complete list. These examples represent the “don'ts” most commonly used when guidelines are violated.

- A.** Do not use either the NY State brand mark or identifier on items that pull apart or separate in a way where such separation divides the mark or identifier into pieces.
- B.** Do not position the NY State brand mark or lock-ups on shapes that compromise legibility.
- C.** Do not represent the NY State brand mark or lock-up at a size that compromises legibility.
- D.** Do not crop the brand mark or lock-up.
- E.** Do not place the brand mark or lock-ups on colors that compromise legibility and contrast.



# 4.9

## NEW YORK STATE SECONDARY IDENTITY ELEMENTS

### EXAMPLE OF POWERPOINT SLIDES (1 of 2)

#### The same guideline rules apply to presentation templates

Use the appropriate endorsement systems, typography (Arial, a replacement font) and color in these guidelines to create PowerPoint templates.

You can use any color from the core palette combined with the associated grouping color. Be consistent with the use of the color throughout the presentation. The brand mark lock-up should appear in the bottom right corner of all of the «content» slides.

All presentations MUST be built in 16:9 proportion.

#### Graphic element usage

As seen to the right, the diversity holding shape forms the basis of all slides. Here, the holding shape is the core color dark blue with an accent line in the color of the grouping (teal).

#### Alternative option

See the next page for an alternative layout option.

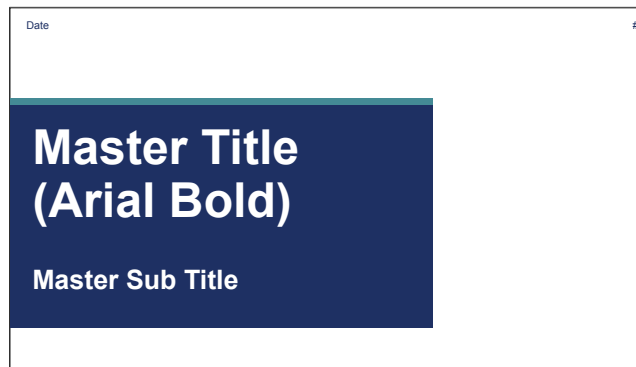
#### AGENCY PPT PAGE LAYOUT EXAMPLE



COVER



TITLE AND CONTENT



SECTION HEADER



TWO CONTENT



# 4.9

## NEW YORK STATE SECONDARY IDENTITY ELEMENTS

### EXAMPLE OF POWERPOINT SLIDES (2 of 2)

To the right are more examples of content slide lay outs, along with examples of a presentation by an agency program (note agency presence in the holding shape.)

It is important to be bold and yet simple with the use of colors. Furthermore, be sure to keep the pages as uncluttered and readable as possible. Do not crowd slides with charts or photos with text.

#### Program/Initiative Presentation

When a program or initiative is making the presentation, the endorsing agency is listed in type in the holding shape at the bottom of the cover page and repeated throughout the document in the footer.


The two bottom slides illustrate an alternative application of color, utilizing the associated color of the grouping.

#### AGENCY PPT PAGE LAYOUT EXAMPLE

Date #

## Master Title (Arial Bold)

Copy (Arial Regular) Quantia diori ommoluptiis aperferum vendem si nobit ut etum restiatiurit aut latesti onsectum quatur, nem cus dolent utem ea dolupti rem rerferibus, quam, con plisi quid et, sa sus, culpa porerum adi quid que occullestet alia sitat lat veles ipsandenti officiene corist, voluptatem

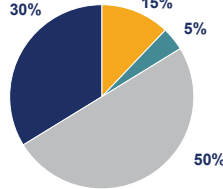


TWO CONTENT


Date #

## Master Title (Arial Bold)

**Culpa porerum adisa:**




Copy (Arial Regular) Quantia diori ommoluptiis aperferum vendem si nobit ut etum restiatiurit aut latesti onsectum quatur, nem cus dolent utem ea dolupti rem rerferibus, quam, con plisi quid et, sa sus, culpa porerum adi quid.



COMPARISON

#### PROGRAM PPT PAGE LAYOUT EXAMPLE



## Master Title (Arial Bold)

### Master Sub Title

A Division of Empire State Development


Date

COVER

Date #

## Master Title (Arial Bold)

Copy (Arial Regular) Quantia diori ommoluptiis aperferum vendem si nobit ut etum restiatiurit aut latesti onsectum quatur, nem cus dolent utem ea dolupti rem rerferibus, quam, con plisi quid et, sa sus, culpa porerum adi quid que occullestet alia sitat lat veles ipsandenti officiene corist, voluptatem nosandaectem dis sit que excerptatis si andam faces nonserum fugitium andi destem aut aut eossi opti descid et essunt et unt. Rum es rectin nim nobis nobis resed.



TITLE AND CONTENT

# 4.10

## NEW YORK STATE SECONDARY IDENTITY ELEMENTS

### EXAMPLES OF ALTERNATIVE POWERPOINT SLIDES

#### Special circumstances

When circumstances make the use of a white background impractical, use the alternative layout option illustrated to the right.

#### Graphic element usage

As seen to the right, the diversity holding shape forms the basis of all slides. Here, the holding shape is the core color dark blue with an accent line in the color of the grouping (teal).

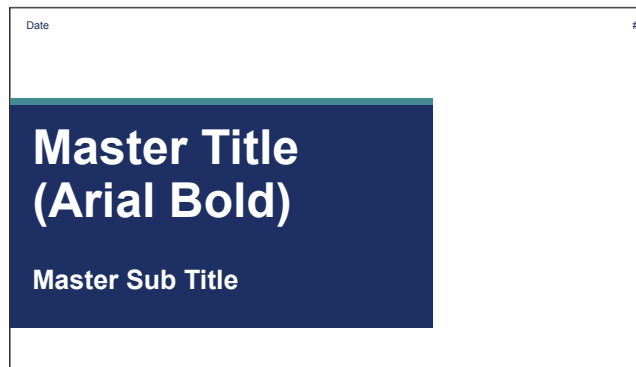
#### PPT PAGE LAYOUT NEGATIVE EXAMPLE



COVER



TITLE AND CONTENT



SECTION HEADER



TWO CONTENT

# 4.11

## NEW YORK STATE SECONDARY IDENTITY ELEMENTS

### EXAMPLE OF TRADE SHOW DISPLAYS

#### The same guideline rules apply to tradeshow displays

Use the appropriate endorsement systems, typography (Proxima Nova and Oswald) and color in these guidelines to create booth elements templates.

#### Graphic element usage

As seen to the right, both holding shapes may be used. Use the coded color of the agency grouping in conjunction with color(s) from the NY State core palette. Note the same rules for photography used in printed examples (see pages 80-81 for photography guidelines).



# 4.12

NEW YORK STATE SECONDARY IDENTITY ELEMENTS

## DESIGN LAYOUTS IN REAL WORLD SITUATIONS

**NEW YORK STATE OF OPPORTUNITY** | Department of Motor Vehicles

Resource Guide for **Teen Drivers**

dmv.ny.gov

SINGLE IMAGE CONTAINED IN DIVERSITY HOLDING SHAPE (ABOVE), OR FULL BLEED (RIGHT). SEE PAGE 80-81 FOR FURTHER GUIDANCE ON PHOTOGRAPHY.

**NEW YORK STATE OF OPPORTUNITY** | **Buckle Up New York**

**SAFE PARKS INITIATIVE PRESS EVENT**

July 19, 2015 at 1:00p.m.  
Lake Welch State Park  
Harriman, NY

**Governor's Traffic Safety Committee** | **New York State Park Police** | **New York State Police**

NOTE PROPER LEGIBILITY AND CONTRAST OF ENDORSEMENT MARKS: IN BLUE AGAINST A WHITE BACKGROUND.

# 4.12

NEW YORK STATE SECONDARY IDENTITY ELEMENTS

## DESIGN LAYOUTS IN REAL WORLD SITUATIONS

**NEW YORK STATE OF OPPORTUNITY** | **Division of Minority and Women's Business Development**

**Building Economic Opportunities for MWBE's**

**A Division of Empire State Development**

**I ♥ NY** | **Path Through History**

**Discover New York State**

**Explore Today**

- Arts & Culture
- Canals & Transportation
- Civils Rights
- Colonial History
- Immigration
- Innovation & Commerce
- Native Americans
- Natural History
- Revolutionary War
- Sport History
- U.S. Presidents
- War of 1802
- Women's Rights

[ilovenew.com/paththroughhistory](http://ilovenew.com/paththroughhistory)

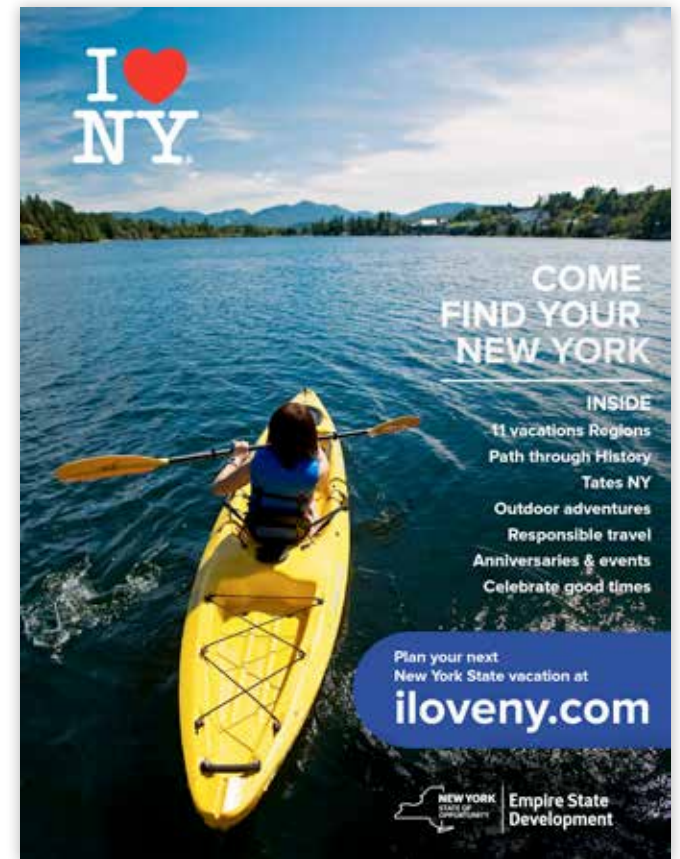
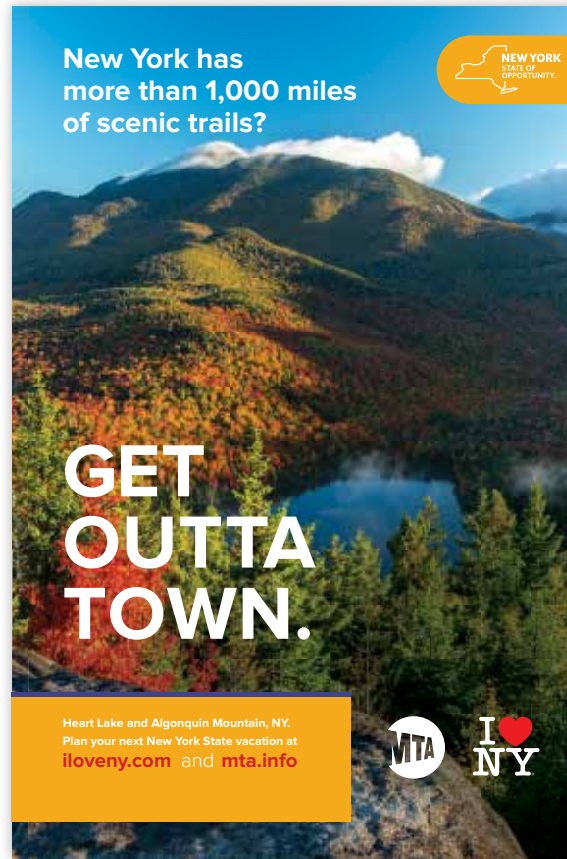
**NEW YORK STATE OF OPPORTUNITY** | **Empire State Development**

NOTE PROPER COLOR USAGE: GROUPING COLOR (TEAL FOR BUSINESS) PAIRED WITH NY STATE CORE COLOR (GOLD) IN ALL EXECUTIONS.

# 4.12

NEW YORK STATE SECONDARY IDENTITY ELEMENTS

## DESIGN LAYOUTS IN REAL WORLD SITUATIONS



NOTE PROPER SPACING BETWEEN LOGOS, FROM THE STATE ENDORSEMENT AND STATE/ AGENCY ENDORSEMENT.

NOTE USE OF BOTH THE PROGRESS HOLDING SHAPE AND DIVERSITY HOLDING SHAPE

# 4.13

NEW YORK STATE SECONDARY IDENTITY ELEMENTS

## IDENTITY GUIDELINES ENSURE A FAMILIAR LOOK AND FEEL ACROSS NEW YORK STATE COMMUNICATIONS

**NEW YORK STATE OF OPPORTUNITY** | Department of Motor Vehicles

### Resource Guide for Teen Drivers

dmv.ny.gov

**I ♥ NY** | Path Through History

### Discover New York State

Explore Today

- Arts & Culture
- Carols & Transportation
- Crude Oil
- Colonial History
- Immigration
- Innovation & Commerce
- Native Americans
- Native History
- Revolutions
- State History
- U.S. Presidents
- War of 1812
- World's Largest

iloventy.com/paththroughhistory

**NEW YORK STATE OF OPPORTUNITY** | Empire State Development

**NEW YORK STATE OF OPPORTUNITY** | Division of Minority and Women's Business Development

### Building Economic Opportunities for MWBE's

A Division of Empire State Development

**I ♥ NY**

### COME FIND YOUR NEW YORK

INSIDE

- 11 Vacations
- Wilderness
- Path through History
- Tales NY
- Outdoor adventures
- Responsible travel
- Anniversaries & events
- Celebrate good times

Plan your next New York State vacation at [iloventy.com](http://iloventy.com)

**NEW YORK STATE OF OPPORTUNITY** | Empire State Development

**NEW YORK STATE OF OPPORTUNITY** | Buckle Up New York

### SAFE PARKS INITIATIVE PRESS EVENT

July 19, 2015 at 1:00p.m.  
Lake Welch State Park  
Harriman, NY

Governor's Traffic Safety Committee | New York State Park Police | New York State Police

**NEW YORK STATE OF OPPORTUNITY** | Empire State Development

**I ♥ NY**

### SUMMER Official 2014 New York State Travel Guide

Your Getaway Begins at [iloventy.com](http://iloventy.com) and 800/CALL-NYS

**NEW YORK STATE OF OPPORTUNITY** | Empire State Development

New York has more than 1,000 miles of scenic trails?

### GET OUTTA TOWN.

Mount Lake and Adirondack Mountain, NY. Plan your next New York State vacation at [iloventy.com](http://iloventy.com) and [mta.info](http://mta.info)

**NEW YORK STATE OF OPPORTUNITY** | MTA | I ♥ NY

**NEW YORK STATE OF OPPORTUNITY** | Empire State Development

# 5. Guidelines Commitment

## **Honor the commitment**

These guidelines are not casual recommendations, but rather a comprehensive set of rules to be followed by every person issuing communications on behalf of the state and its entities. Full compliance is expected.

## **Share with vendors and personnel charged with developing and producing communications**

If you are hiring outside vendors to field initiatives or create materials, please make sure they have a copy of these guidelines and are capable and willing to follow them.

## **For more information please contact the following**

- **General Questions:**
- **Font licenses for desktop and app:**
- **Web Design Guidelines:**
- **Branding and graphic elements and image bank:**





#	Category	Feature	Requirement	Background
1	General Design	Mobile-first strategy	The website must be optimized for mobile devices while maintaining a successful user experience on desktop and laptop devices.	Over 70% of our website visitation comes via mobile devices.
2	General Design	Redesigned homepage and top landing pages.	A homepage that is visually engaging and informative. Elements may include Interactive maps, prominent space for images and video content, alerts, and featured content.	The agency's homepage needs to display a variety of changing themes, topics, and events in one place at the same time. In addition to the homepage, the parks search page, camping, boating, golf, and Empire Pass webpages, are often the top entry pages and a visitor's first impression of our website. These areas need to convey a large volume of content and messages.
3	General Design	Intuitive navigation	Provide users with improved, clear navigation to the content, locations, categories, themes, and programmatic topics easily and quickly. Navigation needs to be reorganized in a purposeful manner for the user and not adhere to an internal agency structure.	OPRHP oversees more than 250 parks, historic sites, recreational trails, golf courses, and boat launches as well as many statewide programs- such as grants, historic preservation, safe boating, and environmental stewardship-- it can be challenging to define clear navigation paths to this volume and variety of content.
4	General Design	Flexible Page Design	Develop a cohesive suite of page designs that can be easily expanded and customized. The suite should include a design for a facility page, a program page, a general landing page, and subpages.	Facility or program webpages can vary in volume and types of content-- from embedded maps, image, and video galleries, and FAQ sections, to tables, in-page search features, and more.



#	Category	Feature	Requirement	Background
5	General Design	Event Calendar	Develop a calendar that is searchable by facility, date, region, theme, keyword, or activity. Events should display descriptions, costs, locations, directions, contact or registration information, links, and other necessary attributes.	OPRHP offers year-round public programming. The current website has a searchable event calendar, which is a prominent feature of the homepage but is also displayed on facility-specific web pages and in the Explorer app. Event content is manually populated via our current CMS.  The content of the calendar database on CMS should allow administrators to easily sort, view, and download information for reports, including the ability to search past events.
6	General Design	Amenities and Activities filter	Ability to search for locations by geographic areas of the state amenity and activity.	OPRHP facilities offer a wide range of activities and experiences, this can be overwhelming without tools to narrow the available options.
7	General Design	Media Kit	A collection of promotional or informational assets that can be easily downloaded. Images, biographies, videos, boilerplate information.	OPRHP receives many requests from news organizations, journalists, bloggers, tourism partners, and students for general key information that can be repurposed for news, blogs, or reports. A dedicated self-serve space on the website would save staff time and guarantee consistency of information.
8	General Design	Blog	Features would include layout templates, WYSIWYG, uploading images, category tagging, and an archive.	OPRHP currently uses a WordPress site for its active blog. To increase traffic, improve SEO, and create a more engaging web presence, we want to move it to the parks.ny.gov website.
9	General Design	Tables	Create and display information that emulates a tabular format but remains responsive and has features including but not limited to; merging fields, table headers, and sortable columns.	Some complex content is best presented in a table-like format for the user.



#	Category	Feature	Requirement	Background
10	General Design	Accordion Panels	Ability to expand/collapse sections of a webpage.	OPRHP webpages that have large amounts of text and documents require extensive scrolling and can be overwhelming for users to find the key information they are looking for.
11	General Design	Image/Video content and galleries	Ability to upload and embed video and images on web pages, including displaying multiple images or videos in a gallery display with captions.	As a tourism agency, quality imagery (photographs, videos, and graphics) is vital to promoting our destinations and programs. All images should be optimized for various displays. Video files will be hosted off-site on other platforms, e.g., YouTube, Vimeo, etc.
12	General Design	Social media	Ability to easily add or remove social media icons to webpages.	In addition to OPRHP's main agency social channels, individual parks and historic sites also have social media channels. The facility page design must accommodate adding or removing icons.
13	General Design	FAQ/User Help	Provide a filterable FAQ section at the agency level but also on bureau and facility pages.	With such a large system it can be overwhelming for the public to find the specific information they are seeking.
14	General Standard	Accessibility	Websites must conform to the most current version of the Web Content Accessibility Guidelines adopted by the World Wide Web Consortium for accessibility. <a href="https://www.w3.org/TR/WCAG21/">https://www.w3.org/TR/WCAG21/</a>	Individuals with and without disabilities rely on the state to provide clear and accessible information. IT Policy No: NYS-P08-005 : Accessibility of Information Community Technology <a href="https://its.ny.gov/system/files/documents/2023/10/nys-p08-005-accessibility-of-information-communication-technology.pdf">https://its.ny.gov/system/files/documents/2023/10/nys-p08-005-accessibility-of-information-communication-technology.pdf</a>
15	General Standards	Contact Us webpage	Provide a standard contact webpage that easily and separately identifies contact information for the public and can be linked from <a href="http://www.ny.gov">www.ny.gov</a>	IT Standards, Contact Web Page <a href="https://its.ny.gov/system/files/documents/2022/10/nys-s05-002_contact_web_page.pdf">https://its.ny.gov/system/files/documents/2022/10/nys-s05-002_contact_web_page.pdf</a>



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16	General Standards	Link Change Notification	A notification or screen (e.g., a splash message) should alert users that they are leaving an official ny.gov domain. See ITS Policy: <a href="https://its.ny.gov/system/files/documents/2024/01/nys-p08-003-domain-names-for-state-government.pdf">https://its.ny.gov/system/files/documents/2024/01/nys-p08-003-domain-names-for-state-government.pdf</a> Section 4.6	Links that take a user to another ny.gov domain (Example: parks.ny.gov linking to health.ny.gov) doesn't require a message.
17	General Standards	Universal header footer and search bar.	Design must incorporate NYS Branding guidelines.	<a href="#">New York State Universal Web Navigation</a>
18	General Standards	Translation services footer	Design must incorporate NYS Translation service footer	<a href="https://www.ny.gov/">See footer "Translation Services" of https://www.ny.gov/ for an example.</a>
19	MAPS	MAPS	Through its contract with ESRI, OPRHP will provide all GIS data or linkages to GIS data and services that are needed for the website as well as develop all mapping content, data, and web services. The Contractor will not have to provide the ESRI software and services but they will need to work in that environment to develop tools that can query or interact with these maps. The contractor will have to work with NYS ITS if any additional services or software are required beyond what OPRHP currently has in house. OPRHP has access to additional services, software and support under the state ESRI contact but does not currently utilize them. See Empire State Trail website as an example. Maps were produced by and are provided through OPRHP's ArcGIS Online interface but all actions that the patron can perform through website clicks are accomplished by custom code developed and implemented by that contractor.	
20	Maps	Embedded interactive maps	☑ Display a variety of interactive maps that have layers and can be filtered by region, amenity, interests, activities, and more. Integrate outside feeds of information to display trail or park conditions, traffic, alerts or weather.	Maps are a vital component of our website -- they assist our visitors with trip planning, navigation, and overall user experience. In addition to a statewide map, each facility can have multiple maps. Outside service feeds can be helpful in trip planning such as weather, trail condition reports or road closures.



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21	Content, Search, and Filter	Tagging	Ability to tag documents, images, and pages to assist with better in search functionality and filter pages.	Need to handle multiple tag searches. OPRHP will work with the Contractor in developing a taxonomy to be used.
22	Content, Search and Filter	Document Library	Document libraries that are discoverable and searchable by filter, theme, topic, dates, and keyword tags only display the requested results instead of the entire library contents. The results are sortable. Document libraries may also exist within smaller collections of documents.	Some programs require large amounts of documents to be available to the public. Currently, we provide large lists of linked PDF documents that are not searchable, and large files must be broken down into multiple files and then uploaded separately.
23	Content, Search, and Filter	Filter Pages	Ability to create and manage filter pages that are customizable by theme, date range, keyword, or tags. Admins will need the ability to access search analytics to help inform future website decisions.	The OPRHP website has a large amount of content and documents that can be challenging for users to find easily. Improved navigation will address some of this but users will still need tools to sift and select specific information.
24	Content, Search, and Filter	In-Page Search	Ability to set up limited searches within select web pages based on keywords or tags.	
25	Content Management System	Content Management System	Create a new content management system. OPRHP staff must be able to perform all administrative tasks easily, including assigning roles, content creation and storage, editing, uploading publishing, and unpublishing rights. All changes will be updated in production in real time, unless otherwise scheduled. Our	



**Exhibit 6 - Website Requirements  
Website and Drupal Content Management  
System Implementation**

#	Category	Feature	Requirement	Background
26	Content Management System	Role-based permissions	Role-based permissions will be defined within Active Directory by OPRHP administrators and applicable to the full website as well as specific pages or sections, such as a facility, region, or program page. Role-based permissioning must have the granularity to enable specific roles, including but not limited to publishing, unpublishing, deleting, and archiving content.	Use the ITS Active Directory to set up user access to Drupal and have OPRHP administrators manage permissions within Drupal. OPRHP administrators will have full authority and ownership to set up user access within Drupal.
27	Content Management System	Administrator Notes	Ability to add notes that display within CMS on each page.	With multiple administrators managing content, we require an area where they can call out important information to other administrators.
28	Content Management System	Page Draft Reviews and Previews	Ability to preview changes before they go live and incorporated into a reviewer role workflow.	
29	Content Management System	Scheduling and expiring Content	Ability to schedule content changes to publish on a specified date and time. Can set content or documents to expire on a specific date and time in the future.	
30	Content Management System	Edit Reminder	Administrators can set up and schedule an email reminder through CMS for employees to edit or review select pages on a particular date.	OPRHP content may need to be reviewed by season or on a particular date for accuracy.
31	Content Management System	Inactivity Reminder	Similar to the edit reminder this reminder will be triggered when content has remained "stale" for a pre-determined amount of time.	OPRHP has a large amount of content on the website and some areas may not need seasonal updating but should periodically be reviewed to keep content fresh and relevant.



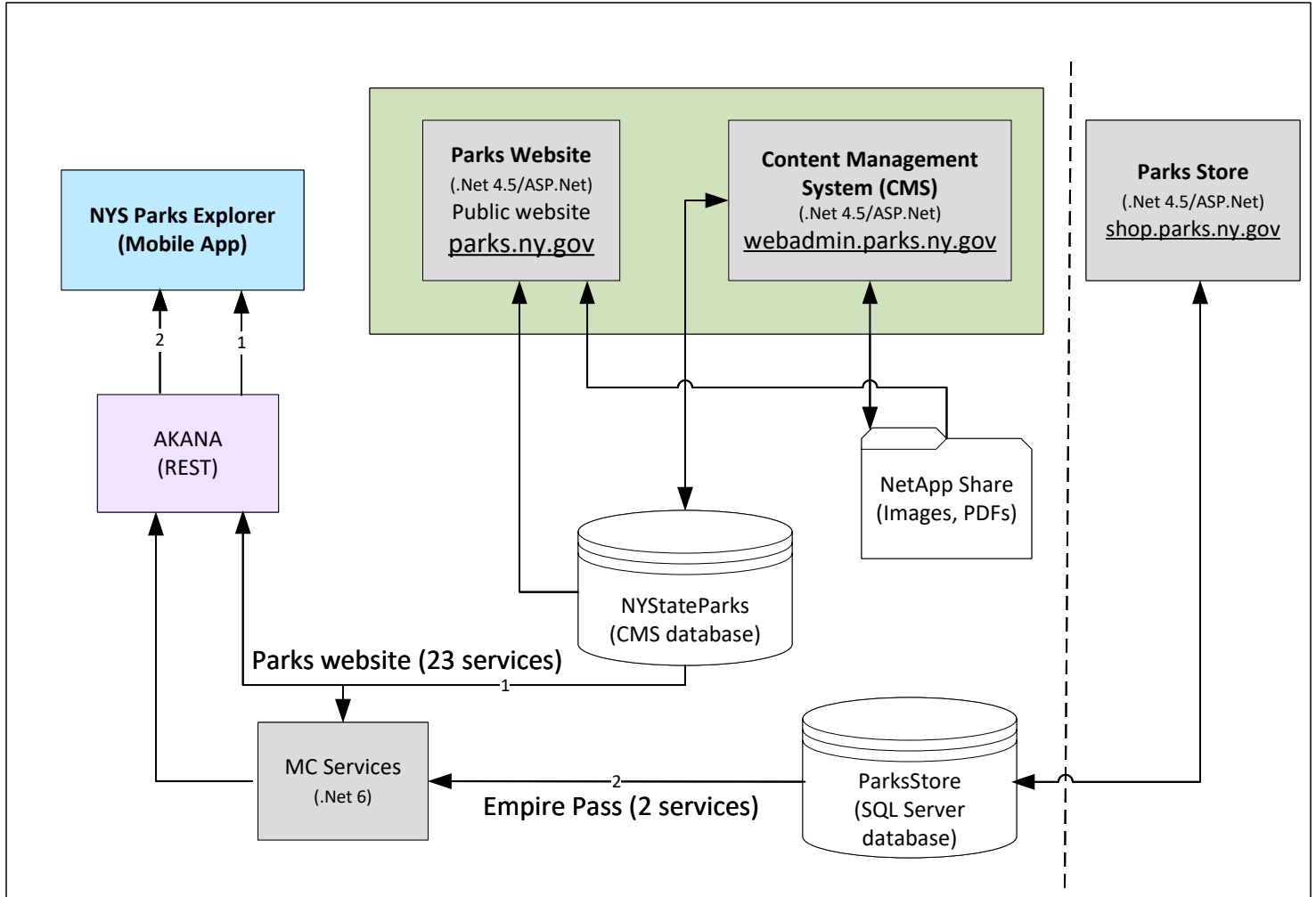
#	Category	Feature	Requirement	Background
32	Content Management System	Metadata	All web pages will include fields for page titles, descriptions, keywords, and more.	
33	Content Management System	Form Creation and Maintenance	Ability to create mobile-responsive, fillable forms for saving and uploading additional files and images. Form submission should generate an email that goes to a designated agency mailbox(es).	Currently this process is unstandardized, a centralized focus would modernize the process and improve customer service.
34	Content Management System	Text Profiles	Customizable text profiles are based on roles that prohibit undesirable formatting such as font size and color changes. Support for customizable nested lists and advanced tables is required. Administrators will have access to the source code on all pages.	With many administrators, we want to maintain design consistency throughout the website. The text editor will need to support the approved design. System users will be prevented from editing a page at the same time.
35	Content Management System	Versioning	Ability to view and/or restore previous versions by content and or role.	Accountability for every level of administrators is important. The CMS should track and log who did what and when. This log is only visible to top administrators.
36	Content Management System	Page List Updates	Ability to identify tagged PDFs from a collection and post the latest documents on a web page	
37	Content Management System	Page URLs	Ability to create new URLs and expand file name conventions	OPRHP oversees a wide variety of programs that need to be represented on the website.
38	Content Management System	Redirects	Ability to redirect from one URL to another.	OPRHP is currently providing redirects from old URLs such as nysparks.com



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Website and Drupal Content Management  
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#	Category	Feature	Requirement	Background
39	Content Management System	Sitemap	Create an XML sitemap generator.	With such a large website we want to assist search engines with indexing the content of our website more efficiently, detect broken links, provide additional metadata and ultimately improve the website's visibility in search engine results.
40	Content Management System	NY State Parks Explorer App	Development with the app is out of scope but select content in the CMS is exposed via an API call to populate the app and website at the same time.	Continue to have the CMS update both a facility webpage and the Explorer app at the same time.





**Parks Website:**

Website has 301 Static pages. Static pages images, pdfs are loaded from NetApp Share.

Website has 10 dynamic pages. The dynamic pages retrieve the content and file/image path from CMS database.

Ex: <https://parks.ny.gov/parks/> is a dynamic page, upon Park selection in search the park details including the sub-tabs will be displayed in the park details page. <https://parks.ny.gov/parks/AllanTremen/details.aspx>

**CMS:**

Parks home, regional users use CMS application to create Parks website content, upload images/documents as a central repository. This content is used by Parks website, Parks Explorer app using AKANA webservice.

**Explorer app:**

Explorer app is a mobile application (iOS, Android). The content for mobile app consumes around 23 AKANA APIs to retrieve application content, image and documents from CMS database.

Explorer app also retrieves 2 APIs from Parks Store database for Empire Pass.