

Q&A
Request for Proposals # OCA-133
Website Redesign Services

The New York State Unified Court System (UCS) thanks the vendors that submitted the questions below concerning the Website Redesign Services Request for Proposal (RFP) issued on June 22, 2023.

Below are responses to the questions UCS received in connection with this RFP. Please note that some questions have been edited for anonymity or clarity.

Vendor # 1

Question # 1.1: May I ask what's the status of the RFP response we sent 3/3/2023? We did not get any feedback on that.

Answer: UCS declines to provide feedback to any vendor that submitted a response to the Request for Information (RFI) that was issued on February 3, 2023.

For context, UCS issued an RFI through the New York State Contract Reporter seeking information from interested vendors with experience redesigning internet and intranet websites in Drupal that are comparable in scope to the UCS website that could (1) meet the RFI qualifications; and (2) were capable of delivering the services and support described.

As noted in the RFI, "Recipients of this RFI are not obligated to reply, and UCS is not obligated to score any response received or enter into a contract with any vendor that submits a response to this RFI. Any materials submitted by a respondent are for informational purposes only and will not be used to score any potential proposal subsequently submitted in response to a potential future solicitation for the services described in this RFI."

UCS declines to provide feedback to any vendor that submitted a response to the RFI.

Vendor # 2

Question # 2.1: Thank you for inviting us to bid on this exciting opportunity! I have a quick question regarding the Mandatory Requirements on page 5 of the RFP stating that personnel must be located in the US. Northern Commerce is based in Canada - would we still be able to bid on this project?

Answer: Amendment # 2 clarifies that UCS is only soliciting proposals from entities based in the United States.

Vendor # 3

Question # 3.1: We received the formal RFP for the Website Redesign that was released today. Would we be able to receive any feedback on our RFI proposal?

Answer: See the response to Question 1.1 above.

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Question # 3.2: In regard to the recent RFP for website redesign services. Can I please get a copy of the OGS Appendix B? Per below in Attachment 1.

“All provisions of the NYS Office of General Services – Appendix B dated April 2016 (copy available upon request) will apply to this bid invitation,”

Answer: A copy of Appendix B may be downloaded from the webpage at this link: <https://ogs.ny.gov/procurement/appendix-b-and-usage-note>. Also, for your convenience, a copy of Appendix B can be found at the end of this Q&A document.

Question # 3.3: Also does a Systems Integrator need to be on the NYS OGS Backdrop to respond to this RFP or just apply the appropriate provisions? [Vendor name] is not currently on the OGS Backdrop contracting vehicle and I want to ensure we are eligible to respond.

Answer: This RFP is not issued in connection with the NYS Office of General Services' (OGS) Project Based Information Technology Consulting Services contract. Vendors must meet the requirements set forth in this RFP, and eligibility is not determined by the OGS contract.

Question # 3.4: The RFP requests 1 original response and 3 photo copies but also says submissions can be completed via email on page 25: “In addition to the Bid Submission Procedures contained in Section 7.1, above, bidders may submit bid proposals electronically to: UCS-Bid-Submissions@nycourts.gov.” Can you please clarify this request, “may” we submit one submission via email in lieu of paper copies, or is the email “in addition” to the paper copies? Also if both paper and email copies are required are they both subject to the due date and time?

Answer: Bidders may submit one proposal via email in lieu of paper copies.

Bidders may submit EITHER by delivered hard copy OR by email. If a bidder opts to submit its proposal via email, no additional copies are required. If a bidder opts to submit its proposal in hard copy, one(1) original and three (3) photocopies are required.

Note, however, UCS reserves the right to request hard copies of proposals submitted by email.

Question # 3.5: Attachment-I references OGS “All provisions of the NYS Office of General Services – Appendix B dated April 2016 (copy available upon request) will apply to this bid invitation” Can you please provide a copy?

Answer: See response to Question # 3.2 above.

Question # 3.6: Can you confirm that vendors DO NOT need to be currently on the existing OGS backdrop contract vehicle as of today?

Answer: See response to Question # 3.3 above.

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Vendor # 4

Question # 4.1: I wanted to reach out and just confirm - for this RFP, is it limited to US companies only?

Answer: See answer to Question # 2.1, above.

Vendor # 5

Question # 5.1: Who are the people on the project's core team?

- a. What are their roles and responsibilities?
- b. What percentage of their time will be dedicated to this project?
- c. Is there a designated project champion and core team, and are they prepared to collaborate with us on a weekly basis?

Answer: The Court's Project team will primarily be made up of the Office of Court Administration (OCA) Webteam, which includes the Website Systems Director (WSD) and three web developers. The WSD will serve as OCA's primary contact for the project and will be available to collaborate on a daily basis for the duration of the project.

Only one (1) of the four (4) staff members has intermediate level of experience working with Drupal, which includes updating Drupal Core and Modules and migrating the CMS from Drupal 8 to Drupal 9 and Drupal 10. The other staff members have basic experience working with Drupal, which includes creating Groups, assigning permissions, and editing content. All four (4) staff members will be able to spend half of their time each day focusing on a variety of tasks related to this project, such as:

- *Manually migrating content (cut & pasting)*
- *Testing and quality assurance (QA)*
- *Any other tasks agreed upon between the vendor and the WSD*

In addition, a wide variety of staff from other OCA units will be available to assist on the project (at least in a part-time capacity) as needed. Such staff might include:

- *Division of Technology, Chief Information Officer*
- *Network Security staff*
- *Applications & Database Unit staff*
- *Plain Language Expert*
- *Content Experts*

Question # 5.2: Please tell us about the stakeholders at your organization.

- a. How large is the stakeholder group?

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- b. Is there a RACI chart or steering committee set up to manage them?
- c. How do you envision the selected partner interacting with your stakeholders?

Answer to Question 5.2(a): *The Court system is made up of approximately 16,500 employees, all stakeholders of the Intranet site. Our public site serves all those with an interest in matters that come before the New York State Courts, whether attorneys, litigants, or members of the public.*

During the summer and fall of 2022, stakeholder feedback was gathered during an initial “discovery” process, held in conjunction with the National Center for State Courts (NCSC). Going forward, where applicable, OCA will gather a representative pool of stakeholders, both public and private, to participate in any additional discovery or test pilots the vendor and UCS agree is necessary.

Answer to Question 5.2(b): *No, there is not currently a RACI chart. There is a steering committee.*

Answer to Question 5.2(c): *UCS will gather the necessary internal stakeholders for user engagement consistent with the awarded contractor’s project management plan as agreed to by UCS. The primary contact will be the Website Systems Director (WSD).*

Question # 5.3: In order to give our team a sense of the complexity of your current Drupal website, please share the following:

- a. Number of content types
- b. Number of nodes (pieces of content)
- c. Number of taxonomies
- d. Number of custom user roles
- e. Number of custom modules

Answer to Question # 5.3(a): *There are currently four (4) content types: Page, Document (PDF), Location, and Server Side Includes (SSI).*

Answer to Question # 5.3(b): *There are currently 6,756 nodes.*

Answer to Question # 5.3(c): *There are currently no taxonomies.*

Answer to Question # 5.3(d): *There are currently four (4) custom user roles: Admin, Editor, Viewer, and Publisher.*

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Answer to Question # 5.3(e): *There is one custom module called “Header Template,” one custom theme, and one code patch for the community’s Group Module.*

Question # 5.4: Are there any initiatives happening that this project is dependent on or related to (i.e, are you also doing a rebrand exercise or some other initiative that this project might need to wait for?)

Answer: *No.*

Question # 5.5: Do you have brand guidelines? If so, when was the last time they were updated?

Answer: *UCS has a 137-page Standards & Guidelines Manual, which covers branding for websites and was last updated in March 2022. UCS anticipates displaying excerpts of that manual during the pre-bid conference, and the manual will be made available in its entirety to the awarded contractor.*

Question # 5.6: How many sites are involved in this project? -- Are there sign in portals or sub-sites to include in our proposal?

Answer: *Currently there are 157 public internet subsites, or sections, and approximately 112 private intranet subsites.*

Question # 5.7: Are you aware of any major risks to this project or workflow? Are there any known risks a vendor partner should be mindful of?

Answer: *No.*

Question # 5.8: Do you have developers on your team? If so, will they be available to co-sprint with our developers during the build phases of this project?

Answer: *No. For more information, see the answer to Question # 5.1, above.*

Question # 5.9: Our proposal is design-heavy, and typically only contains a paragraph or two of text per page. Can you waive the maximum page restriction? Or, can you provide a different guide to measure proposal length, like word count?

Answer: *As indicated in Amendment # 2, UCS has increased the page limit for narrative responses to the Components in Exhibit D from 40 pages to 60 pages. UCS has also specified that evaluators will disregard content appearing after the first 60 pages unless such content is in one of the documents to which the page limit does not apply (as explained in Section 6.2.2). Also, as clarified in Amendment # 2, UCS is excluding from the page limit: (i) a bidder’s Work Breakdown Structure and schedule supplied in response to Component E1 (this was already excluded from the page limit in the Component E1 description but not expressly listed as an exclusion in Section 6.2.2); and (ii) the chart indicating the level and type of Drupal certification possessed by personnel in key staff positions (this chart had not previously been requested, but UCS is now*

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requiring this chart because UCS no longer requires bidders to ensure that all personnel assigned to developing the Web Solution possess Drupal 9 or Drupal 10 Developer or Front End certifications).

UCS declines to waive the limit on the number of pages included in the narrative response, and UCS declines to provide a different basis to measure proposal length.

Question # 5.10: What is the budget for this project? Knowing your budget is critical to help us right-size the project plan.

Answer: UCS does not provide internal budgetary information.

Question # 5.11: Has any user research been done to inform this RFP and is the team open to engaging users to participate over the course of the project? This can range from as early as the discovery phase to explore and validate needs, to later in the design process to verify the teams findings & assumptions prior to build. Scope can range from as minimal as a standardized user survey, to larger scale focus groups, usability testing, social media engagement, and public installations.

Answer: As explained on page 70 of the RFP, UCS and the National Center for State Courts (NCSC) conducted some discovery with users. However, UCS envisions additional user testing will occur. See pages 3–4 of the RFP (“More specifically, and as discussed in greater detail in the business and technical specifications...the selected vendor will: ...(vii) employ principles of usability engineering and conduct user testing to optimize the UCS websites”).

Question # 5.12: Are there any of the following UX deliverables that you have already completed, or would like to exclude from the project scope?

- a. Goals & KPIs
- b. Personas
- c. Brand Identity Positioning (both visual & verbal guidelines)
- d. Site Map
- e. Audit of Content Types
- f. Wireframes
- g. Desired Publishing Workflow

Answer to Question # 5.12(a): Do not exclude from the project scope.

Answer to Question # 5.12(b): Do not exclude from the project scope.

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Answer to Question # 5.12(c): Do not exclude from the project scope.

Answer to Question # 5.12(d): The site map is complete for the current site, but it will need to be developed for the resulting new website.

Answer to Question # 5.12(e): Applicants may exclude audit of content types from the project scope.

Answer to Question # 5.12(f): Do not exclude from the project scope.

Answer to Question # 5.12(g): Applicants may exclude a desired publishing workflow from the project scope. See Exhibit H of the RFP.

Question # 5.13: Do you envision user research or any other deliverables occurring remotely or in person? What is your preference?

Answer: UCS anticipates that the vendor will be onsite at a minimum for the project kick-off meeting, and UCS anticipates that most of the remaining work on this project will occur offsite. Onsite activities will be held at 25 Beaver Street, New York, New York. UCS invites bidders to recommend onsite activities in their responses to Components D1, D2, and D5 (see page 40 of the RFP).

Question # 5.14: Please list the integrations on the website, and categorize each integration appropriately: API integration, JavaScript snippet/embed, iFrame, or deep link to third-party site.

Answer: Legacy HTML, CSS, SSI, Folder Directory Listings, Javascript, Search: Google Programmable Search Engine (Public), and MS Azure Cognitive Services Search (intranet).

Question # 5.15: Is there an incumbent vendor responding to this opportunity?

Answer: See answer to Question # 16.20, below.

Question # 5.16: What are the pain points with your current website?

Answer: The NCSC Report included as Exhibit J to the RFP identifies three main findings that need to be remedied (see pages 73–83 of the RFP):

“First, the overall orientation of the sites must pivot from its existing organization based on the administrative structure of NY UCS (divisions, programs) to instead focus on the most frequently performed user tasks, learned from analytics and what site users told us.

*“Both the public-facing nycourts.gov and the intranet must remedy **the large gap in the availability of useful tools** seen in comparison with other state court websites.*

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“Users struggle on both New York’s public-facing site and its intranet because the sites lack design consistency” (emphasis in original).

Question # 5.17: How many languages does the new website need to be translated to? Do you anticipate translation will be automated? manual or both?

Answer: The only languages this project is expected to include are English as well as the languages used in any content that is currently posted and already in a language other than English. The awarded contractor is not expected to translate any NEW content either manually or via an auto-translate API or AI. Additional languages will be addressed in a separate initiative / project. See Section 5.2.2.2 on page 18 of the RFP.

Question # 5.18: "Section 5.2.1.4 content scrubbing services" mentions remediation for ensuring proper punctuation and fixing spelling errors....should we be including content writing in our proposal for the new solution?

Answer: No. UCS will provide content expertise.

Question # 5.19: Are there any compliance standards we need to be aware of? Are personal records being stored?

Answer: UCS cannot answer this question without additional context.

Vendor # 6

Question # 6.1: We noticed that the second requirement states that all personnel working on the project must be located in the United States. While our project management and tech team are based in the US, we have a fraction of our developers located offshore. We wanted to clarify whether this might pose a barrier to our application for the RFP. Could you please advise if this arrangement would disqualify us from the process or if there might be any exceptions or alternative arrangements that could be made?

Answer: UCS will disqualify a proposal in which the vendor does not commit that all personnel will be located in the United States when working on the Project.

As indicated in Mandatory Requirement # 2 on page 5 of the RFP, “All UCS data must remain in the United States, and select data must remain at locations to be designated by UCS. Furthermore, all personnel supplied by the bidder must be located in the United States when working on the Project.”

Vendor # 7

Question # 7.1: Section 5.2.1.4: For the content scrubbing services, can you kindly clarify which content this applies to? For example, there are 3,500 web pages and 2,600 PDFs on the public Drupal site, and 22,000 static HTML and 405,000 PDF identified as legacy docs. Do these

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content service just apply to public Drupal pages and PDFs, or all of these? Also, will content scrubbing services be necessary for the private legacy docs as well?

***Answer:** UCS has limited experience scrubbing content and will rely heavily on the recommendations of the awarded contractor regarding what is possible and impactful. UCS does not anticipate scrubbing any PDF content or any content currently in Drupal. UCS estimates that approximately 5,000 internet static HTML pages and possibly 4,700 intranet static HTML documents will need to be scrubbed.*

Question # 7.2: Do you anticipate that the content editor responsible for content scrubbing should have a legal background or be familiar with the New York Judiciary?

***Answer:** No. UCS will provide content expertise.*

Question # 7.3: Do you anticipate that the public site and intranet site will be separate Drupal sites, both hosted by Acquia?

***Answer:** Yes, they will be separate Drupal sites, both hosted by Acquia.*

Question # 7.4: Are the legacy HTML documents that need to be migrated in any sort of a database, or do they exist just as HTML/CSS? If so, can you kindly provide three examples of these pages?

***Answer:** The legacy static HTML content (both internet and intranet) is not in any sort of database. This content is rendered using HTML, CSS, and SSIs. Any number of such pages can be viewed at the public UCS website: www.nycourts.gov. The following three URLs link to pages that are representative of most of the legacy, static HTML internet content:*

- <https://www.nycourts.gov/index.shtml>
- <http://www.nyjuror.gov/index.shtml>
- <https://www.nycourts.gov/judges/cji/index.shtml>

Question # 7.5: Section 5.2.2.2 Support for Content in Languages other than English, are you seeking a solution here that automatically translates content into the language of the visitor's choice?

***Answer:** See answer to Question # 5.17, above.*

Question # 7.6: Does the proposal pricing need to include Acquia hosting pricing, or will NY Courts negotiate directly with Acquia for hosting?

***Answer:** The proposal pricing should not include Acquia hosting.*

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Vendor # 8

Question # 8.1: Before we begin a proposal submission, could you let me know if the project is still accepting proposals and if there were any vendor questions answered anywhere that I could reference?

Answer: UCS will accept proposals until 3:00 PM (Eastern Daylight Time) on Thursday, August 31, 2023.

*Questions and answers will be posted in the row corresponding to RFP # OCA-133 (Website Redesign Services) on this webpage:
<https://ww2.nycourts.gov/admin/bids/currentsolicitations.shtml>.*

Answers to questions submitted before the Initial RFP Question Due Date (July 11, 2023, which prior to Amendment # 2 was designated the RFP Question Due Date) are set forth in this document and will be posted prior to the Pre-Bid Conference Date (July 27, 2023). UCS will post answers to questions posed during the Pre-Bid Conference or received not later than August 4, 2023 at 5:00 PM EDT as soon as possible after August 4, 2023 (the Final RFP Question Due Date as designated in Amendment # 2). The number and complexity of questions posed during the Pre-Bid Conference and received prior to the Final RFP Question Due Date will affect the date when UCS publishes answers to those questions.

Vendor # 9

Question # 9.1: What is the intranet technology platform and related services to be included on the website? Is the Intranet based on SharePoint?

Answer: The UCS intranet is currently hosted on Microsoft IIS web servers, but the new intranet site will be moved into Drupal. See page 11 of the RFP.

Question # 9.2: The Web Solution must be built upon the Drupal 10 framework. Please advise if we can replace Drupal with Umbraco /Sitecore or other MS based CMS.

Answer: No.

Question # 9.3: How many subsites are included in the scope of work?

Answer: See answer to Question # 5.6, above.

Question # 9.4: Please confirm if personnel working on the project can be located outside of the United States?

Answer: See answer to Question # 6.1, above.

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Question # 9.5: Please confirm if the website supports multi languages for all pages? Or it is just FAQ section?

Please confirm that the FAQ section only support the following languages:

English, French, Spanish, Chinese, Korean, Russian, Arabic, Haitian

Is there a requirement to have a website available in multiple languages, specifically English French, Spanish, Chinese, Korean, Russian, Arabic, and Haitian, and have all forms and pages translated accordingly?

Answer: See answer to Question # 5.17, above.

Question # 9.6: For the migrated data from the old websites, what is the format and structure that will be provided to us?

Answer: Traditional HTML.

Question # 9.7: Is it possible to change the hosting from Acquia.com/Amazon Web Services to MS Azure?

Answer: No.

Question # 9.8: Do you have a business process automation solution that needs to be integrated with your future website?

Answer: No.

Vendor # 10

Question # 10.1: Is there an incumbent currently supporting the internet and intranet sites? If so, can you provide the name of the incumbent? Will the incumbent be eligible to bid on this project?

Answer: UCS does not currently have a contract in place for website design services (although see answer to Question 16.20, below) but does employ the Office of Court Administration (OCA) Webteam, which includes the Website Systems Director (WSD) and three web developers.

Question # 10.2: What is the budget allocated for this project?

Answer: UCS does not provide internal budgetary information.

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Question # 10.3: In which location will the performance take place, onsite at Castleton-on-Hudson? Can this be performed remotely at the contractor's location within the United States?

Answer: See answer to Question # 5.13, above.

Question # 10.4: Is maintenance supported required post-redesign and deployment? If yes, what is the expected duration for maintenance and support?

Answer: As explained in Section 5.2.1.9 of the RFP (see page 17), proposals should include the costs for delivering post-project technical support on a time-and-materials basis. "Such support may include information architecture services (such as the development of additional wireframes), content scrubbing services, revision of content standards guides, training services, additional branding services, and any other support that bidder, based on its prior experience serving clients comparable to UCS, determines might be needed for post-project technical support of the UCS websites." In-house staff will perform most of the site maintenance. However, UCS anticipates an ongoing need for services to assist internal staff with more complex maintenance issues as they arise.

Question # 10.5: Is the NY Court internet site, consisting of 3500 pages, constructed using Drupal 9 or Drupal 10?

Answer: As of this writing, the 3,500 pages are in Drupal 9. However, by September 1, 2023, they will already have been migrated into Drupal 10.

Question # 10.6: Do resumes need to be provided for the entire project team or just the key positions?

Answer: Resumes need to be provided for the entire project team. See Component B3 on page 39 of the RFP.

Question # 10.7: Are resumes included in the page limit?

Answer: Resumes are not included in the page limit. See Item 4 in Amendment # 1 to the RFP, which is available for download at [https://www.nycourts.gov/LegacyPDFS/admin/bids/Amd%201%20to%20RFP%20OCA-133%20\(Issued%207.11\).pdf](https://www.nycourts.gov/LegacyPDFS/admin/bids/Amd%201%20to%20RFP%20OCA-133%20(Issued%207.11).pdf)

Question # 10.8: Can we submit the proposal through email instead of Hardcopy?

Answer: See answer to Question # 3.4, above.

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Vendor # 11

Question # 11.1: Is it necessary to follow the same pattern or re-designing the app or it can be done from scratch?

Answer: UCS expects a mix of both. Some elements of the existing sites (which you are referring to as the “app”) are solid and can be leveraged as is whereas other elements will need to be recreated from scratch.

Question # 11.2: Can we add a column for Judges from where the Judges and all internal and external parties can access a specific case?

Answer: UCS already has a case-tracking system in place that allows access to all users.

Question # 11.3: Is there any existing workflow documentation in place which outlines the current and proposed features and functionalities of the website/application?

Answer: Yes. See Exhibit H of the RFP.

Question # 11.4: Is the integration of Google Analytics, Hotjar, and Read Clearly already implemented and utilized within the website or we need to do it?

Answer: The awarded contractor will need to integrate Google Analytics, Hotjar, and Read Clearly.

Question # 11.5: Can you provide details on how the website will be optimized for mobile and tablet versions of major browsers?

Answer: No. As explained in Section 5.2.1.7 on page 15 of the RFP and in Component J1 as set forth on page 41 of the RFP, bidders must propose how they will design, test, and deliver a visual and interaction design pattern system that embraces all aspects of user experience, including, but not limited to, mobile responsiveness.

Question # 11.6: How will the content search functionality work across the system? Will it have any “Advanced Search” options?

Answer: As explained in Section 5.2.2.4 on page 18 of the RFP, “The Web Solution will maximize SEO through strategic mark-up language and content. It will also support SEO-friendly page titles, descriptions, and other metadata. The Web Solution will support the option to exclude selected pages from indexing as well as sharing/integrating content with social media channels.”

Question # 11.7: Could you explain in more detail how administrators can define permission-based elements, such as Drupal Blocks?

Answer: No.

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Question # 11.8: What are the specific features and functionality of the Breadcrumbs implementation?

Answer: For guidance about Breadcrumbs features recommended by the National Center for State Courts, see page 82 of the RFP.

Question # 11.9: How will the integration of UCS internal PeopleSoft HR Directory be achieved? Will it be updated in real-time or through periodic data downloads?

Answer: A once-a-day data extract will be used.

Question # 11.10: Can you provide specific details on how the Web Solution will enhance navigability for users with special needs?

Answer: Navigation systems will not rely on javascripting, which is often turned off for people using screen readers, etc.

Question # 11.11: How will the Web Solution comply with ADA/508 standards? Are there any specific accessibility features or techniques that will be implemented?

Answer: As explained in Section 5.2.2.1 on page 18 of the RFP, “Bidders should confirm in their proposals that the Web Solution will conform to the guidelines for accessibility as set forth in Web Content Accessibility Guidelines (WCAG) 2.1 (minimum Level A conformance), or more recent version, and describe how this compliance will be verified” (emphasis added).

UCS expects the Web Solution to feature enhanced navigability for users with disabilities and, at a minimum, comply with ADA/508 standards.

Question # 11.12: How will the compliance with accessibility standards be verified? Will there be any third-party audits or accessibility testing conducted?

Answer: UCS uses Monsido to crawl UCS webpages and verify accessibility.

Question # 11.13: Are there any additional accessibility-related features or functionalities that the Web Solution will incorporate?

Answer: UCS invites bidders to recommend and propose additional accessibility-related features.

*As set forth in Component L2 on page 41 of the RFP, bidders must “Recommend a comprehensive plan to ensure that the Web Solution will feature **enhanced navigability for users with disabilities**. Discuss how Bidder will ensure that the Web Solution meets standards for accessibility set forth in, among other sources, Section 508 of the Rehabilitation Act of 1973 and Web Content Accessibility Guidelines (WCAG) 2.1 A or*

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greater requirements. Explain how this compliance will be verified” (emphasis in original).

Question # 11.14: The “WORK REQUEST FORM” for Public & Private Websites will be same or different?

Answer: Although UCS envisions one “Work Request Form” will be used for both the internet and intranet sites, some changes in the form will need to be incorporated before that is possible.

Question # 11.15: Is there guidance in place as to where the development work has to be done, near shore and/or offshore?

Answer: As indicated in Mandatory Requirement # 2 on page 5 of the RFP, “All UCS data must remain in the United States, and select data must remain at locations to be designated by UCS. Furthermore, all personnel supplied by the bidder must be located in the United States when working on the Project.”

A proposal that deviates from this mandatory requirement will be disqualified. In addition, there is a requirement set forth on page 44 of the RFP stating, “Contractor must ensure that all UCS data related to this Contract is stored within the continental United States (CONUS), in a controlled access environment to ensure data security and integrity.”

Question # 11.16: Will the maintenance of the website be the responsibility of the vendor who develops the website? If ‘Yes’, kindly share additional details.

Answer: See answer to Question # 10.4, above.

Vendor # 12

Question # 12.1: Do the current existing internet and intranet currently share any content? If so, how much overlap is there between content? Additionally, is this expected to be the same for the new internet and intranet sites?

Answer: UCS endeavors not to post redundant content in both locations. Those efforts have been largely successful. UCS estimates that the redundance rate is less than five percent (5%).

Question # 12.2: Are the same content editors responsible for maintaining and updating content between the internet and intranet sites, or are there separate teams?

Answer: Sometimes the same staff are responsible for updating content on both sites, and sometimes different staff are. About fifty percent (50%) of the time the same staff are responsible.

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Question # 12.3: Regarding “5.2.1.5 Plan to Develop Content Standards”: Does UCS have current/existing standards for any of these categories (e.g. Design, Copywriting, etc.)? If so, can they be shared in advance of the RFP deadline?

Answer: See answer to Question # 5.5, above.

Question # 12.4: Regarding “5.2.1.5 Plan to Develop Content Standards”: “The Awarded Contractor will provide all written documentation in a Microsoft Word document” - Is UCS open to other formats for this document, especially for certain types of content?

Answer: Yes, UCS is open to documentation provided in other formats as long as those formats are easy to use and such documentation can be imported into Microsoft Word.

Question # 12.5: Is it possible to provide a list of firms that responded to the February 2023 RFI?

Answer: The following entities submitted responses to the RFI:

(Add)ventures	Evolving Web, Inc.	Northern Commerce
Accenture LLP	Forum One	Polyrific, LLC
Avatar New York	Ignition72	Portland Webworks, Inc.
Blenderbox	ITCon	Promet Source
Camber	ITT Digital	PruTech Solutions
CI & T	Kwall	Pyxl, Inc
Digital Design	Mediacurrent	Slalom, Inc.
NYC LLC	Mighty Citizen	Turn Digital
Efir Media	Nagarro	Wanted for Nothing

Question # 12.6: Is it possible to provide the responses that were submitted to the February 2023 RFI?

Answer: UCS declines to provide responses to the February 2023 RFI. Those responses were submitted by vendors who might be participating in this RFP, and such responses might contain information that, if released, could place those responding vendors at a competitive disadvantage compared with vendors who did not submit a response to the RFI. In addition, disclosure of those responses might impair the pending contract award and RFP process. Please consult Public Officers Law Article 6, Section 87(2)(c).

Question # 12.7: Regarding “7.1 Submission of Paper Bid Proposals by Mail” and “7.2 Submission of Electronic (email) Bid Proposals”, specifically this sentence: “In addition to the Bid Submission Procedures contained in Section 7.1...”: Please confirm if bids will be accepted if sent only via email, or if email submissions must also be accompanied by a paper copy submitted via mail.

Answer: See answer to Question # 3.4, above.

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Question # 12.8: In NCSC's report (p. 27), there is reference to a "Soft Launch" / beta test. Is a beta test launch schedule of interest to UCS, and if so, should this be priced in or separately to the proposal?

Answer: Soft launches / beta tests can and should be incorporated in the project plan (where practical) to help ensure an iterative process. The cost of any such work should be included in the price quoted in Exhibit A – Pricing Sheet (see page 32 of the RFP).

Question # 12.9: Per NCSC's report (p. 24): Is there an expectation for how many meetings will be on-site vs. remote?

Answer: See answer to Question # 5.13, above.

Question # 12.10: Per NCSC's report (p. 24): Are travel costs eligible for reimbursement? If so, are there any rules or requirements related to this?

Answer: Please refer to Article IV and Exhibit A of the RFP for information on submitting a price proposal. UCS is seeking a fixed-price payment schedule for each category listed in Table One of Exhibit A. All costs, including travel, should be included as part of the fixed-price payment schedule. UCS is also seeking pricing on a time and materials basis for post-project technical support as described in Table Two of Exhibit A. Travel may be separately reimbursed for such post-project technical support, but vendors must clearly describe how such costs will be billed to UCS and should generally comply with the same rules that UCS has in place for non-judicial employee travel as described in the UCS Financial Planning and Control chapter found at the following link: https://ww2.nycourts.gov/sites/default/files/document/files/2022-05/Travel_1.pdf. In accordance with Exhibit E, in no event will UCS reimburse Contractor for travel associated with Contractor employee onboarding and security clearance.

Question # 12.11: Regarding VendRep requirements, the RFP mentions both: "Questionnaire filed online via the New York State Office of the State Comptroller ("OSC") VendRep System and certified within 6 months of the bid opening due date" and "Please note that online submissions must be certified and dated/updated not more than six (6) months prior to the bid opening date (the Proposal Submission Deadline Date) of this RFP." Please confirm if the VendRep questionnaire must be submitted within 6 months before or after the RFP due date?

Answer: As indicated on page 23 of the RFP, bidders filing the Vendor Responsibility Questionnaire online must submit the questionnaire (or update a previously submitted questionnaire) within six (6) months before the RFP due date.

Question # 12.12: Per Article II, what Drupal certifications are mandatory? Are Acquia certifications compliant?

Answer: As set forth in Amendment # 2, UCS is modifying Article II (Minimum Qualifications and Mandatory Requirements) to require that personnel assigned to develop the Web Solution in Drupal must possess Drupal 8, Drupal 9, or Drupal 10

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Certifications. UCS has eliminated the requirement that such certifications are limited to Developer or Front End Certifications.

Certifications including, but not limited to, those issued by Acquia are compliant with this requirement.

Vendor # 13

Question # 13.1: What is the expected budget for this project?

Answer: UCS does not provide internal budgetary information.

Question # 13.2: How many staff will need to edit or create content for the website? How many staff are currently contributing to website content?

Answer: UCS estimates that 300 employees currently edit or create content for the website. UCS estimates that approximately 365 employees will do so upon completion of the project.

Question # 13.3: Is there an incumbent or prior vendor in place? Have other vendors supported the discovery work thus far?

Answer: There is no prior vendor in place, although see answer to Question # 16.20, below. The National Center for State Courts supported discovery work thus far. See Exhibit J of the RFP.

Question # 13.4: How much staff involvement and collaboration does NY UCS expect with the selected vendor? Will the staff currently conducting discovery work continue collaborating with a potential vendor?

Answer: See answer to Question # 5.1, above.

Question # 13.5: Does NY UCS anticipate maintaining the new site in-house or contracting for operations and maintenance services long-term?

Answer: See answer to Question # 10.4, above.

Question # 13.6: Is it permissible for non-resident US citizens to work on this contract?

Answer: No. Personnel located outside the United States may not work on this project. As indicated in Mandatory Requirement # 2 on page 5 of the RFP, "All UCS data must remain in the United States, and select data must remain at locations to be designated by UCS. Furthermore, all personnel supplied by the bidder must be located in the United States when working on the Project."

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Vendor # 14

Question # 14.1: Can resumes be excluded from 40 limit page count?

Answer: See answer to Question # 10.7, above.

Question # 14.2: Will the content need to be migrated from the existing UCS's website?

Answer: Yes.

Question # 14.3: What is the budget for this project?

Answer: UCS does not provide internal budgetary information.

Question # 14.4: When will answers to questions be posted?

Answer: See answer to Question # 8.1, above.

Question # 14.5: What metrics will the UCS use to measure the success of the website?

Answer: Project leadership will be responsible for ensuring that all requirements and deliverables have been completed as described in the RFP.

Question # 14.6: Will user personas be provided as part of your discovery outputs?

Answer: User personas have not been developed to date. UCS welcomes any vendor recommendations on this subject.

Question # 14.7: How many stakeholders will be part of the project engagement and what areas of operations do they oversee?

Answer: As many as necessary. During the summer and fall of 2022, stakeholders provided feedback during an initial "discovery" process, held in conjunction with the National Center for State Courts (NCSC). Going forward, where applicable, UCS will gather a representative pool of stakeholders, both public and private, to participate in any additional discovery or test pilots the vendor and UCS agree is necessary.

Question # 14.8: How many websites are part of this effort? How many are internet versus intranet websites?

Answer: See answer to Question # 5.6, above.

Question # 14.9: Is designing a new brand identity part of this engagement?

Answer: Yes. We are expecting a total redesign of the graphical user interfaces (GUI) for each site. This may or may not include logo redesigns as well. We expect the vendor to

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explore all design options for maximum impact. UCS needs a new brand identity for its internet site and a separate brand identity for its intranet site.

Question # 14.10: How do you define “content scrubbing”?

The minimum activities associated with “content scrubbing” are set forth in Section 5.2.1.4 on page 14 of the RFP: “The Awarded Contractor will be responsible for extracting and scrubbing data from a variety of legacy sources for the purposes of eliminating duplicate records, presenting standardized language, ensuring proper punctuation, and fixing spelling errors.” To the extent a bidder will deliver additional content scrubbing activities, such activities should be set forth in response to Component A4 in Exhibit D as shown on page 39 of the RFP.

Question # 14.11: Are you open to conducting additional primary research?

Answer: Yes.

Question # 14.12: Will you be able to provide users for user testing?

Answer: Yes.

Question # 14.13: What level of content strategy support do you require?

Answer: 50%–65%.

Question # 14.14: Will the following in-progress activities noted in the proposal be completed prior to award: content audit of both UCS’ public and private sites, an outline for structured content, including content types, fields, and taxonomies, and a new governance plan with basic workflows.

Answer: The proposed governance plan is completed. See Exhibit H to the RFP. The Content Audit is expected to be finished before an award under this procurement is finalized; however, the Content Structure (see Exhibit G to the RFP) is not expected to be complete prior to that date.

Question # 14.15: How visually different do you expect the various internet sites to be?

Answer: UCS expects its redesigned sites to be predominantly (i.e., approximately 85%–95%) visually alike; therefore, UCS expects the redesigned sites to be marginally (i.e., approximately 5%–15%) visually different.

Question # 14.16: How visually different do you expect the intranet and internet to be? Can they or should they be separate databases?

Answer: The two sites should look noticeably different. At this time, UCS does not offer a recommendation as to whether the sites should have separate databases.

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Question # 14.17: Who will be responsible for copyediting and support?

Answer: Court personnel will be responsible for copyediting and support.

Question # 14.18: Are you looking for a formal project management plan as described by the Project Management Institute, or are you looking for general details such as: “project scope, schedule, key deliverables, proposed deadlines/ due dates, and any necessary resources in order to deliver the project on time and on budget.”

Answer: General details are adequate provided that they respond to Components E1–E6 as set forth in Exhibit D (see page 40 of the RFP).

Question # 14.19: Can you provide more detail and examples around what you are expecting for the following: “(i) the ability to target several publication sites; (ii) publishing a single page, a group of pages, or a whole website.”

Answer: Targeting several publication sites means providing ways to publish a singular piece of content on multiple pages at once. This might be accomplished via Drupal blocks or a content type for Server Side Includes. In addition, UCS is currently only able to publish one Drupal page at a time. It would be beneficial for UCS to be able to publish a series of pages or even a set of subsites all at the same time.

Question # 14.20: It appears you've already completed a significant amount of discovery work, what is driving your expectation of a 16-month turnaround for the internet and an additional 6 months for the intranet?

Answer: UCS anticipates that most of the same elements (features, modules, workflows, etc.) built for the internet will also be used and repurposed for the intranet site (hence the different timelines).

Vendor # 15

Question # 15.1: For the requirement of audited Financial Statements / Annual Reports for the past three (3) years (pg. 25), would Profit & Loss (P&L) statements and/or similar reports generated from a business' accounting software be sufficient to this requirement?

Answer: This requirement is only necessary upon request. UCS will provide specific instructions as to what is required, and what would be sufficient, if such request is made.

Question # 15.2: Would the agency be willing to reduce the Data Breach / Cyber Liability insurance limit (pg. 47) to \$1,000,000, in-line with standard coverage for small business offerors?

Answer: No. UCS declines to reduce the minimum insurance limit requirements.

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Question # 15.3: Would the agency be willing to reduce the Technical Errors & Omissions insurance limit (pg. 47) to \$1,000,000, in-line with standard coverage for small business offerors?

Answer: No. UCS declines to reduce the minimum insurance limit requirements.

Question # 15.4: Would the agency be willing to waive / modify the specified mandatory requirement of Drupal 9 / Drupal 10 certifications (pg. 5) and accept candidates who are certified in other versions of Drupal and possess the requisite experience?

Answer: Yes, UCS will also accept personnel with Drupal 8 Certification. See answer to Question # 12.12, above.

Vendor # 16

Question # 16.1: Regarding the Content Scrubbing Services, please respond to EACH of the following:

- a. Please detail each of the legacy sources, and the format and volume of content in each of these sources.
- b. Does Content Scrubbing include migration to the new platform?
- c. Would Content Scrubbing include any requirements for substantial rewriting/revision? If so, please explain the scope and volume of such responsibilities.
- d. Would content scrubbing responsibilities be shared with the State? If so, please provide an indication of the anticipated State resource allocation and timeframe. (hours per week, period of months, etc.)

Answer to Question # 16.1(a): See answer to Question # 7.1, above.

Answer to Question # 16.1(b): Yes.

Answer to Question # 16.1(c): Approximately 50% of the content on the UCS websites will require rewriting. To the extent such rewriting requires content expertise, UCS will provide the content expertise (see answer to Question # 5.18, above). UCS expects the awarded contractor to scrub content where content expertise is not required.

Answer to Question # 16.1(d): No.

Question # 16.2: Regarding migration responsibilities:

- a. Will the vendor be solely responsible for the migration, or is UCS able to provide any resources?

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- b. If UCS is able to provide migration support, please quantify this support (e.g. hours/week over what period of time?).

Answer to Question # 16.2(a): UCS anticipates that its Project team will include the OCA Webteam, which includes four (4) staff members: the Website Systems Director (WSD) and three (3) web developers. The WSD will serve as OCA's primary contact for the Project and will be available to collaborate on a daily basis for the duration of the Project. All three (3) web developers will be able to spend up to half of their time each day focusing on a variety of tasks related to this project: manually migrating content (cutting and pasting), testing, and QA. Any other tasks are open to discussion between the WSD and the awarded contractor and should be reflected in the vendor's proposal.

Answer to Question # 16.2(b): A total team effort of approximately 60 hours per week.

Question # 16.3: The "Current State" section of the RFP details over 29,000 web pages and 465,000 pdfs.

- a. Is it the expectation that the vendor examine each of these assets to determine their future state?
- b. Does UCS have any prior documentation on the make-up of this content?

Answer to Question # 16.3(a): No.

Answer to Question # 16.3(b): Not yet. UCS is currently involved in an audit of all public and private content.

Question # 16.4: Section 5.2.1.1 states that "It is anticipated that the new intranet site will be built in the Acquia Government Cloud". Is this true only for the intranet site only, or will the public facing site also be on Acquia Government Cloud?

Answer: Both sites will be in Acquia Government Cloud.

Question # 16.5: How wedded is UCS to Acquia's larger ecosystem? Would other alternative hosting platforms be deemed equally acceptable?

Answer: UCS has selected Acquia's hosting platform and declines to consider alternatives.

Question # 16.6: Please explain the desired scope of asset management functionality in further detail. Does UCS want a separate Digital Asset Management system? Or would the integrated asset management functionality from Drupal be deemed sufficient?

Answer: Drupal's integrated asset management would be sufficient.

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Question # 16.7: Regarding the desired PeopleSoft HR integration, the RFP uses the term “via data downloads”. Does this mean to convey that this integration will be achieved via FTP or similar transfer, or would an API be available for this integration?

Answer: UCS expects this will be done by scheduled file transfer of an extract from the PeopleSoft system.

Question # 16.8: Section 5.2.2.6 references the need to publish “a whole website”. Please confirm that UCS is definitely intending for the new implementation to be capable of supporting various microsites from a single Drupal instance.

Answer: Yes.

Question # 16.9: Are bids to be submitted by Mail and then optionally by email, or can bids be submitted either by mail or email?

Answer: See answer to Question # 3.4, above.

Question # 16.10: What form of Drupal certifications are considered acceptable to meet the mandatory requirements? Acquia only, or others?

Answer: See answer to Question # 12.12, above.

Question # 16.11: Are there any M/WBE subcontracting objectives for this project?

Answer: There are no M/WBE (Minority- and/or Women-owned Business Enterprise) subcontracting objectives for this project.

Question # 16.12: For section B5 of Table Three, should the vendor include only permanent employees in their totals, or should contract staff also be included?

Answer: The table in Component B5 on page 39 of the RFP anticipates that bidders will disclose the number of permanent employees (whether full-time or part-time) whom the bidder employs; however, there is no prohibition against including contract staff in the reported staffing numbers. Given that bidders “may include an optional narrative statement discussing any trends or events,” bidders may clarify the information they supply in that table. For example, a bidder might explain, “The table for Component B5 includes both permanent employees (X%) and contract staff (Y%).”

Question # 16.13: The RFP references chatbot capability. Is it the intent that a chatbot be included in the implementation, or is the State rather just indicating that the new system should be capable of delivering such functionality in the future? If chatbot functionality must be provided, please provide further detailed specifications.

Answer: Implementing chatbots is not a requirement of the project, but UCS wants to ensure that chatbots could be incorporated in the future.

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Question # 16.14: The RFP indicates Level A for accessibility compliance. This is somewhat unusual. The industry standard for compliance would be Level AA. Please confirm that Level A is indeed the intention (not AA). If applicable, is there a particular reason that Level A was selected?

Answer: UCS strives to meet both Level AA and A accessibility. Level A was mentioned for the purposes of setting a minimum requirement. We will include an overview of our existing metrics during the Pre-Bid Conference.

Question # 16.15: The new site must be capable of posting content in multiple languages. Please confirm that it is reasonable to assume left-to-right languages only. If it is necessary to accommodate languages that use other flow patterns, please provide additional specifications accordingly.

Answer: Most of the existing written content in languages other than English is displayed from left to right; however, a small percentage (less than 5%) of content is in languages, such as Arabic and Hebrew, that are displayed from right to left. UCS will rely on the awarded contractor for appropriate solutions for content in languages other than English that are displayed from right to left.

Question # 16.16: Will the new implementation be responsible for any application-like functionality for ecourt (beyond routine content posting)? If so, please explain the pertinent scope of application-like functionality.

Answer: No.

Question # 16.17: It sounds like the State already has some design personnel and a photographer on staff. It additionally sounds like the State already has access to stores of imagery (independently captures photographs, stock images, etc.). We are therefore curious about the State's vision for the design collaboration. Can the State provide a better sense of how it thinks design duties might be shared/distributed during the project? What would be the vendor's preferred scope of responsibility in this regard?

Answer: UCS expects the awarded contractor to do this work. UCS can supply photographs and other digital content from its library to assist with the design where needed.

Question # 16.18: Please provide a sense of any key interactions that the site will need to have with other infrastructure, especially if the interactions are anything more than mere linking. It would be helpful if this could be enumerated here, in one place, on a system-by-system basis.

Answer: At this time, UCS contemplates that integration will take place with Active Directory, and PeopleSoft (data extract).

Question # 16.19: There are ~55 questions, and only 40 pages are being permitted for the entire response. It seems like some of the questions might warrant more than a single page for a

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comprehensive answer. Would the State consider increasing the page limit? We believe that 80-100 pages might be more appropriate.

Answer: See answer to Question # 5.9, above.

Question # 16.20: Are there any incumbent contractors who are currently accomplishing work on the existing platform? If so:

- a. Please indicate who the contractors are, and provide some indication of the general scopes of work that each contractor is accomplishing.
- b. Please provide the relevant contract numbers.
- c. Please indicate how long each contractor has been working on the assigned scope.

Answer: UCS previously engaged Promet Solutions as a Drupal consultant on a limited basis. Promet Solutions has provided content migration technical assistance under contract number T202208, which was effective 1/4/23-6/30/23, as well as on an ad-hoc basis as needed in summer 2023. The limited scope technical assistance work under this contract was not inclusive of the comprehensive website redesign work now being procured.

Question # 16.21: Please clarify any expectations pertaining to on-site performance. Will remote performance by the contractor be deemed generally acceptable?

Answer: See answer to Question # 5.13, above.

Question # 16.22: Regarding producing new content:

- a. Will the contractor be expected to produce new written content? If so, please answer EACH of the following.
- b. Provide some reasonable sense of the volume of content that will need to be created new/fresh. Ex. total quantity of pages, number of pages per week, scope/length of typical page. Please also provide some indication of whether this estimate reflects contractor responsibilities only, or joint/shared responsibilities with the State.
- c. Will the individuals supporting the content development/redevelopment requirements need to have any particular subject expertise? If so, please specify.
- d. How will source information for the content be accessed? Interviews with SMEs? Some other way?

Answer to Question # 16.22(a): No, this will be the responsibility of the Court System.

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Answer to Question # 16.22(b): Not applicable.

Answer to Question # 16.22(c): Not applicable.

Answer to Question # 16.22(d): Not applicable.

Question # 16.23: On page 63, the RFP provides a diagram of the anticipated workflows. Would the selected vendor be responsible for implementing any functionality OUTSIDE of the box that is labeled “Drupal Workspace?” If so, please explain.

Answer: At this time, UCS contemplates developing a workflow form in Jira.

Question # 16.24: Exhibit H presents the Work Request Form. Please answer EACH of the following:

- a. Is the State already using such a form? If so, please provide some background on the existing implementation (i.e., techs used, who built it, when built, whether it is already conformant with operational expectations, any deficiencies, whether it would be possible to continue using the existing form moving forward).
- b. Please confirm that technical implementation of the Work Request Form will indeed be deemed in scope.

Answer to Question # 16.24(a): No.

Answer to Question # 16.24(b): UCS anticipates that the Jira form will be developed in-house, but UCS would like to have the awarded contractor assist with that task, as a back-up or contingency plan.

Question # 16.25: Will the new site be expected to handle any financial transactions (court fees, etc.). If so, please explain.

Answer: No.

Question # 16.26: It sounds like the State has qualified Drupal developers on staff. Does the State envision technical collaboration on the implementation effort? If so, please explain the nature of the collaboration that is envisioned (distribution of responsibilities, etc.).

Answer: See answer to Question # 5.1, above.

Question # 16.27: We see from the user research that information about individual cases might be a foremost user interest. Will such information need to be made available from the Drupal implementation, or would access to such information be accommodated by a separate

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application? Please explain what the State has in mind in this regard. If any integration will be necessary, please provide pertinent specifications.

***Answer:** UCS does not anticipate adding individual case access to the sites that are in-scope for this project. The e-courts site mentioned in the research will adopt the overall site look and feel developed by the successful bidder, but that work will be done as a separate initiative not included in this project scope.*

Question # 16.28: Regarding necessary response to item E1 in Exhibit D, please answer EACH of the following:

- a. According to Exhibit D, the response to E1 will not be counted in the page limit. However, the list of non-counted items on Page 22 does not indicate the same. Please therefore confirm that E1 will indeed NOT be counted towards the page limit.
- b. We recognize that item E1 is asking for both a schedule and a work breakdown structure. Please confirm that the Work Breakdown Structure may encompass corresponding narrative, which will likewise NOT be counted towards the page limit.

***Answer to Question # 16.28(a):** As indicated in Amendment # 2, UCS has updated the list of documents excluded from the page limit to clarify that the initial schedule and associated Work Breakdown Structure described in Component E1 are not counted for purposes of the page limit.*

***Answer to Question # 16.28(b):** As indicated in Amendment # 2, UCS is excluding from the page limit a bidder's Work Breakdown Structure and schedule supplied in response to Component E1.*

Question # 16.29: There seems to be a 40-page limit that would significantly restrict what could be accomplished through the Technical Proposal. Please confirm EACH of the following:

- a. That it will be sufficient to respond to the items in Exhibit D, with the needs of Article V in mind.
- b. That bidders are NOT expected to provide an in-line response to every sentence and paragraph in Article V.

***Answer to Question # 16.29(a):** See answer to Question # 5.9, above. UCS expects bidders to respond to the items in Exhibit D in light of the needs described in Article V.*

***Answer to Question # 16.29(b):** Bidders do not need to provide an in-line response to every sentence and paragraph in Article V. The Components set forth in Exhibit D solicit bidders' proposals for satisfying the needs described in Article V.*

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Vendor # 17

Question # 17.1: Does the State anticipate access to sensitive data, including PII/PHI, as part of contract performance? If yes, to what extent?

Answer: Yes, UCS anticipates access to sensitive data, but not to a large extent. For example, data from the PeopleSoft extract might contain PII. Also, the intranet might contain details of prior court cases.

Vendor # 18

Question # 18.1: Attachment-IV (Procurement Lobbying Act) - Page 2. This section asks for 2 original forms to be sent to the person designated, but it is blank. Confirming that these forms can just be included in our proposal response and not sent separately to an individual?

Answer: The designee information on Page 2 of Attachment IV may be left blank. The forms in Attachment IV should be included with the other components of the bidder's proposal. If the bidder is submitting its proposal via conventional mail, please follow the guidance in Section 7.1 on page 25 of the RFP. If the bidder is submitting its proposal via email, please follow the guidance in Section 7.2 on pages 25–26 of the RFP.

Question # 18.2: Can OCA confirm that 6.4.1 Financial Stability is not required with our proposal but may be requested after award?

Answer: That is correct. The audited financial statements referenced in Section 6.4.1 do not need to be submitted with the bidder's proposal unless and until UCS requests those documents.

Question # 18.3: Can the items in the submission checklist be compiled into one large PDF file or should all items be submitted as separate files?

Answer: Items may be compiled into one large PDF file if the bidder chooses to do so. Please organize the PDF file so that individual documents appear in the same order as set forth in the Document Enclosure Checklist (see pages 1–2 of the RFP).

Question # 18.4: Some of the insurance limits would require us to increase our insurance coverage. We are happy to do so if needed, but would OCA accept a certification of our ability to comply with limits after award and not demonstration of the increased limits in the proposal? The requirement to increase limits before proposal submission is advantageous to large companies and prohibits competition of small businesses who could not make this investment without the award.

Answer: The Insurance Requirements articulated in the RFP apply to "the term of the Contract, including any renewal terms" and state that "Contractor must provide UCS with appropriate certificates of insurance in compliance with these requirements no later than five business days prior to commencement of the Contract." Bidders are not

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expected to speculatively increase coverage limits prior to award. However, any awarded applicant must obtain required insurance coverage for a contract to be executed.

Amendment # 2 clarifies that bidders may supply with their proposal either: (i) the requested insurance certificate(s) or proof of insurance; or (ii) correspondence affirming that the bidder will supply such certificate(s) or proof upon notification of award and no later than five business days prior to commencement of the contract resulting from this RFP. Moreover, UCS has modified the Document Enclosure Checklist, which is included in Amendment # 2, to specify that UCS will accept that correspondence in lieu of the insurance certificate(s) of proof of insurance.

Question # 18.5: The Submission Checklist requests “UCS Request for Proposal Form (UCS RFB.001.Cover.(Rev.4.22)) and complete bid response with original signature”. Can OCA clarify what the “complete bid response with original signature” is?

- a. Is the bid response our entire package that we will submit to OCA in response to this RFP?
- b. RFP, Document Enclosure List asks for Three (3) complete photocopies of original bid response. Can OCA confirm that this means that you want three copies of our final proposal package submitted?

Answer to Question # 18.5(a): *The complete bid response comprises the signed “UCS Request for Proposal Form (UCS RFB.001.Cover.(Rev.4.22))” and all of the other components enumerated on the Document Enclosure Checklist.*

Answer to Question # 18.5(b): *Yes, if submitting by mail. See answer to Question # 3.4, above.*

Question # 18.6: Exhibit B, does completing and submitting the letter on our company letterhead satisfy both of the following requirements listed in the Submission Checklist? If not, what is expected separately of these? “Firm Offer to the Unified Court System and Conflict of Interest Disclosure (see Exhibit B)” and “Resolution or equivalent authorization of the bidder organization (see Exhibit B – Firm Offer Letter)”

Answer: *Exhibit B ONLY satisfies the requirements for “Firm Offer and Conflict of Interest Disclosure.”*

Section 6.2.4 of the RFP also states (emphasis added) that “In addition to submitting the above-referenced letter, bidder shall include a resolution or equivalent authorization from bidder’s Board of Directors, managing member, general partner, or equivalent governing office or body authorizing the officer or employee signing such letter to submit the bidder’s proposal and confirming that such officer or employee possesses the requisite authority and legal capacity to act on behalf of the bidder and execute a contract with UCS.”

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UCS amended the Document Enclosure Checklist to clarify that bidders should follow the guidance in Section 6.2.4. for submitting the resolution or equivalent authorization. See Amendment # 2.

Question # 18.7: Can OCA confirm that electronic signatures are accepted for any forms with this submission? RFQ Page 4 states requirements if an original signature is required, but it does not specify which documents require an original signature. Can OCA clarify this?

***Answer:** Electronically generated signatures (eSignatures) are not acceptable. Bidders must use original (ink) signatures on forms that are to be submitted in response to this RFP and include the requisite number of photocopies. If submitting proposals electronically, it is acceptable for bidders to sign forms in ink, scan those forms, and then submit those scanned forms as part of the bidder's proposal.*

Question # 18.8: Regarding the minimum requirement of, "Personnel assigned by the bidder to develop the Web Solution in Drupal must currently possess Drupal 9 or Drupal 10 Developer and Front-End certifications."

- a. Will you accept current certifications for Drupal 8 Developer and Front-End certifications, in place of Drupal 9/10? The move to Drupal 8 was the most significant change to the Drupal system, and certification in Drupal 8 should still provide OCA confidence that our developers can support your new Drupal 10 website.
- b. Acquia has other certifications beyond developer. Will OCA expand the requirements to include any Acquia Certification at the preferred level? For example, we have back-end developers who have the Drupal 9 Back-end Specialist Certification, but not the general Developer certification, and in general, the Back End certification is considered to be more in-depth and a more difficult certification to obtain than the Developer certification.
- c. Would OCA be amenable to Drupal certifications relevant to an individual's role from Drupal 8 and up? As a firm with the majority of our technical staff having Drupal certifications (and plans to acquire D9 and D10 certs), we understand the new certifications are only different by a handful of questions at most and aren't much of an added benefit. Please confirm how you would like to handle.
- d. Can this requirement be limited to personnel leading teams of resources such as back end leads or front end leads?

***Answer to Question # 18.8(a):** Yes. See answer to Question # 12.12, above.*

***Answer to Question # 18.8(b):** Yes. Note that UCS has modified Mandatory Requirement # 3 in Amendment # 2 to remove the requirement that personnel must have Developer or Front End certifications.*

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Answer to Question # 18.8(c): Yes. See answer to Question # 12.12, above.

Answer to Question # 18.8(d): No.

Question # 18.9: If bidders decide to follow the guidance in 7.2 Submission of Electronic (email) Bid Proposals, is a paper copy (7.1) no longer required? Or is the electronic proposal optional in addition to the paper copy?

Answer: See answer to Question # 3.4, above.

- a. If hardcopy submission is required, can OCA provide a date after which no Amendments or alterations to the RFP will be made to ensure vendors can package and mail proposals with sufficient time without concern of pending amendments?
- b. If hardcopy is required, is submission of electronic in addition preferred by OAC?

Answer to Question # 18.9(a): Hardcopy submission is not required.

Answer to Question # 18.9(b): Hardcopy submission is not required. UCS does not have a preference for either method of submission.

Question # 18.10: Can editable or fill-in versions of the exhibits be provided?

Answer: Exhibit A is a fillable PDF. Bidders must follow the guidance in that exhibit regarding entering information in that exhibit. UCS declines to provide fillable formats of the other bid documents.

Question # 18.11: Exhibit D, B4 and B5: Should bidders' responses to these questions be relevant to our organizational staffing/employee levels/trends or specifically about the team we are proposing to work on this project?

Answer: Bidder's responses to Components B4 and B5 should be relevant to bidder's organizational staffing/employee levels/trends.

Question # 18.12: Exhibit D, A12 and C1: Can you confirm that we can use the same references/projects between these questions?

Answer: Yes, bidders may use the same references/projects when responding to Components A12 and C1.

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Question # 18.13: Have you worked with any vendors or consultants to develop this scope of work and discovery? If so, can you share which company and the scope of that work?

Answer: UCS consulted the National Center for State Courts. See Exhibit J of the RFP. See also the answer to Question # 1.1, above, regarding a Request for Information that UCS previously issued.

Question # 18.14: Regarding clearance requirements under EXHIBIT E – CONTRACT TERMS AND REQUIREMENTS, what requirements should the Vendor expect beyond submitting identifying information to UCS and being fingerprinted?

Answer: No additional security clearance requirements are anticipated beyond those described in Exhibit E; however, the awarded contractor will be expected to cooperate with any additional security clearance requirements that UCS may reasonably request.

Question # 18.15: Can remote staff complete fingerprinting through an alternative method such as a mail-in card or local law enforcement office?

Answer: UCS declines to allow an alternative method to complete the fingerprinting requirement on a blanket basis; however, UCS will consider such requests on an individual basis.

Question # 18.16: VIII. Bid Terms and Conditions, Subcontracting. States “UCS may require subcontractors to provide evidence of insurance or submit to a background check, as applicable, prior to UCS approval.” Would all of this be required only after an award?

Answer: Yes.

Question # 18.17: I. OVERVIEW: 1.1 Purpose and Scope. States, “The selected vendor will also leverage and synthesize prior research on both UCS’ current web management ecosystem and user experience research to design and deliver a Drupal- based web content management framework to support UCS web properties.” Can any prior research or similar information be shared now with prospective vendors?

Answer: See Exhibit J of the RFP.

Question # 18.18: Understanding that “Access to Justice” includes several key elements, what are the most critical success factors for building the new site to meet your objective of improving access to justice?

Answer: The page at this link outlines the goals of the UCS Access to Justice initiatives: <https://ww2.nycourts.gov/ip/nya2j/ourgoals.shtml>.

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Question # 18.19: 5.2.1.3 Information Architecture Services, page 13. “Task-based content, such as: Determine which courthouse to go to.” Will this require geolocation or similar services to help people get to where they need to go?

Answer: The phrase “Determine which courthouse to go to” refers to helping individuals determine whether they go to Family Court, Civil Court, Criminal Court, etc. depending on the type of relief they are seeking. However, for the next item (“Find the address and contact information for the courthouse”), yes, this should integrate with services that can provide maps and directions to specific court facilities.

Question # 18.20: Are there any MWBE requirements?

Answer: See answer to Question # 16.11, above.

Question # 18.21: What is your expected budget for this project?

Answer: UCS does not provide internal budgetary information.

Question # 18.22: If you are unable to share specific numbers with regard to the budget for this project, can you please confirm at least a range you would be comfortable with?

Answer: UCS does not provide internal budgetary information.

Question # 18.23: Can you share any information about historically what OCA has spent to maintain and manage its web properties?

Answer: No.

Question # 18.24: I. OVERVIEW, 1.1 Purpose and Scope, page 3. The Purpose of the project states that UCS would like assistance with “reconfigure the information architecture for the UCS websites,” however you also state that you are working on “an outline for structured content, including content types, fields, and taxonomies.”

- a. Can UCS be clearer in terms of what information architecture support you require?
- b. Our team would produce a detailed content model document which is tied to our information architecture work. If you do not require this task, please explain what you require for “IA” work?

Answer to Question # 18.24(a): The development of the information architecture should be a joint effort and collaboration between UCS and the awarded contractor. UCS will have more expertise regarding the accuracy of content and possible content taxonomy. UCS anticipates relying on the awarded contractor to help organize said content on the website in a more intuitive manner.

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Answer to Question # 18.24(b): Yes, a detailed content model should be provided.

Question # 18.25: I. OVERVIEW, 1.1 Purpose and Scope, Page 4. UCS requires vendors to “conduct user testing to optimize the UCS websites.” At what stage of the project do you expect vendors to conduct user testing?

Answer: UCS expects user testing to occur throughout the design process, especially at the prototyping stages (such as wire frames and later on when designing site themes) and prior to launch.

Question # 18.26: I. OVERVIEW, 1.1 Purpose and Scope, Page 4. Can UCS provide a detailed list of the required “integrations with extracted datasets from various database systems.” In this list can you provide a link to example content, any available documentation, and description if a JSON Endpoint, API, or other machine-readable extract is available for each system?

Answer: Among the extracted datasets would be items such as the PeopleSoft extract for the intranet site and an extract of court locations. UCS anticipates that most of these datasets will be in CSV format.

Question # 18.27: V. SCOPE OF WORK, 5.1 Current State, page 10. Can UCS provide more detail about what is considered Public Drupal Docs, Public Legacy Docs, and Private Legacy Docs? Which of these are considered in scope for this project? Are vendors expected to come up with a plan that handles all three?

Answer: Yes, portions of all three will need to be handled. Public Legacy Docs represent certain websites that remain in static HTML and are in a completely separate look and feel from www.nycourts.gov, all of which will need to be migrated into the new Drupal design. Examples of such sites include: <https://www.nycourts.gov/ctapps> and <https://www.nycourts.gov/courts/ad4/>.

Privacy Legacy Docs represent content that some internal offices continue to use (from an earlier incarnation of the UCS intranet website), some of which should be migrated into the new Drupal intranet site. Examples of such content will be shown during the pre-bid conference.

Question # 18.28: V. SCOPE OF WORK, 5.1 Current State, page 10. Can UCS provide more details on your “Acquia.com/Amazon Web Services.”

- a. What specific Acquia product will be in use?
- b. For example, will the site be hosted on Acquia Cloud Classic or Acquia Cloud Next?
- c. Will the site use Acquia Edge, Search, or Site Factory?

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- d. Are you following Acquia's security protocols? If so, do you have to submit regular reports?

Answer to Question # 18.28(a) and (b): *UCS currently uses Acquia Cloud Classic (hosting services expire March 2024), and UCS will be using Acquia Cloud Next (FedRamp) beginning in April 2024. Available developer tools will include Pipeline, Cloud IDEs, and Site Studio.*

Answer to Question # 18.28(c): *UCS expects to work with the awarded contractor to determine the appropriate solution.*

Answer to Question # 18.28(d): *UCS will discuss security protocols with the awarded contractor as needed.*

Question # 18.29: V. SCOPE OF WORK, 5.2.1.1 Onboarding Services, page 11.

- a. Can UCS provide a high-level description of your expectations for each one of the deliverables?
- b. Also, how is the "Comprehensive Scope of Work" different from vendor's proposals or the RFP?
- c. Can UCS provide an example of a "Responsibility Assignment Matrix"?

Answer to Question # 18.29(a): *The RFP sets forth UCS expectations with regard to deliverables.*

Answer to Question # 18.29(b): *The Comprehensive Scope of Work referenced in Section 5.2.1.1 refers to a document identifying the tasks to be completed as informed not just by the awarded contractor's proposal, but also input received from the UCS Project team and action steps identified after commencement of the contract resulting from the RFP.*

Answer to Question # 18.29(c): *UCS declines to provide a sample responsibility assignment matrix. UCS expects bidders to deliver project management expertise, and the ability to generate a responsibility assignment matrix is within the scope of expertise UCS expects from its awarded contractor.*

Question # 18.30: V. SCOPE OF WORK, 5.2.1.1 Onboarding Services, page 11. Will the Contractor be expected to use their own systems or UCS's systems for project collaboration between the Contractor and UCS (document sharing and collaborative editing, video conferencing, real time chat, project tracking, etc.)?

Answer: *UCS can provide Microsoft Teams, Office 365, and Azure DevOps for collaboration, etc. If bidder has preferred platforms or tools that it uses for engagements with clients, those should be outlined in the response.*

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Question # 18.31: V. SCOPE OF WORK, 5.2.1.1 Onboarding Services, page 11. Will the Contractor be expected to use their own systems or the Offeror's systems for development workflow (ticketing, code repository)?

Answer: UCS can provide code repositories, ticketing, etc., via the UCS Azure DevOps environment.

Question # 18.32: 5.2.1.3 Information Architecture Services.

- a. How many wireframes are you expecting to receive as part of this work?
- b. How many designs?

Answer to Question # 18.32(a): Wireframes should include several levels of hierarchy for each of the major content collections (number, yet to be determined). For example, 1. Home page; links to: 2. Courts Page; links to: 3. NYC Family Court Page; links to: 4. NYC Family Court FAQ page. That scenario represents four levels of information or four wireframes.

Answer to Question # 18.32(b): The number of designs is yet to be determined.

Question # 18.33: 5.2.1.4 Content Scrubbing Services, page 14. Can UCS provide specific details on:

- a. How many HTML pages in both the website and intranet are expected to be included in the scrub?
- b. How many documents (PDFs, Word, Excel, etc) files need to be included in the scrub

Answer to Question # 18.33(a): See answer to Question # 7.1, above.

Answer to Question # 18.33(b): UCS does not anticipate scrubbing any PDF content.

Question # 18.34: 5.2.1.4 Content Scrubbing Services, page 14. "The Awarded Contractor will be responsible for extracting and scrubbing data from a variety of legacy sources for the purposes of eliminating duplicate records, presenting standardized language, ensuring proper punctuation, and fixing spelling errors." This statement is very broad and does not provide enough detail in order to provide a fixed price estimate. To provide a fixed price estimate, can UCS provide the following information:

- a. Please provide specific details on the exact pages, including examples, that you expect for contractors to extract, scrub, standardize and fix spelling errors.
- b. Please provide additional details about the type of content you expect to extract and what you expect the vendor to do with it.

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- c. What is the purpose of this task? Is the goal for vendors to support the migration of content from your legacy systems to the new website?
- d. In addition, our team does not maintain experts in the legal profession who would serve as subject matter experts on this content. Are vendors expected to subcontract and/or provide this expertise? Does UCS have this expertise on staff and will they support this effort?
- e. Would UCS consider de-scoping and/or taking on some of the work in this area? Depending upon your answers to the questions above, outsourcing this work to vendors may be cost prohibitive (i.e. would not be in the best interest of your organization or taxpayers).

Answer to Question # 18.34(a): See response to Question # 7.1, above.

Answer to Question # 18.34(b): Examples of legacy content will be provided during the pre-bid conference.

Answer to Question # 18.34(c): Yes, the goal is for the awarded contractor to support the migration of legacy content into Drupal.

Answer to Question # 18.34(d): No, UCS does not expect the awarded contractor to possess or provide this expertise. UCS will supply the necessary content expertise.

Answer to Question # 18.34(e): Please see response to Question # 18.34(d), above.

Question # 18.35: 5.2.1.5 Plan to Develop Content Standards. What kinds of standards are currently in place and who maintains them? Can you share your current standards?

Answer: See answer to Question # 5.5, above.

Question # 18.36: 5.2.1.5 Plan to Develop Content Standards. Do you have feedback from content creators on what works well and doesn't work well with the current standards? If so, can these be shared or summarized?

Answer: No, UCS does not have feedback from content creators regarding what works well and what does not work well with the current standards.

Question # 18.37: 5.2.1.5 Plan to Develop Content Standards. Do you expect the vendor to collect feedback on the standards before finalizing them?

Answer: Bidders may include within their proposal a plan for collecting feedback on standards before they are finalized. See Component H1 in Table Three of Exhibit D on page 40 of the RFP (bidders should describe how they will prepare and deliver a Standards and Guidelines manual).

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Question # 18.38: 5.2.1.5 Plan to Develop Content Standards. What is your current governance structure and content creation workflow?

Answer: See Exhibit H of the RFP.

Question # 18.39: 5.2.1.5 Plan to Develop Content Standards. Can you share your current standards?

Answer: See answer to Question # 5.5, above.

Question # 18.40: 5.2.1.5 Plan to Develop Content Standards. Is there a current style guide, either for the web or for other UCS documents? If so, can that be shared?

Answer: See answer to Question # 5.5, above.

Question # 18.41: 5.2.1.5 Plan to Develop Content Standards. Do you expect the vendor to support development of voice and tone guidance?

Answer: No; however, UCS would welcome guidance from the awarded contractor based on its experience delivering services to customers similar to UCS.

Question # 18.42: 5.2.1.5 Plan to Develop Content Standards. Is the information in the content standards document meant to cover both the intranet and external website? Does UCS expect one set of standards, or separate guidance for each?

Answer: Yes, the information in the content standards document is expected to cover both the internet and intranet websites.

Question # 18.43: 5.2.1.7 Graphical Design and Branding Services, page 15. The Awarded Contractor must provide assets as native image files (e.g., Adobe Photoshop™ or Adobe Illustrator™). Are Figma native image files acceptable?

Answer: The toolkit UCS uses is based on the Adobe Creative Suite products. Consequently, the awarded contractor must ensure all image layers and assets, such as fonts, can be exported out of Figma and into Adobe without the layers merging together.

Question # 18.44: 5.2.1.7 Graphical Design and Branding Services, page 15. UCS also needs a set of standard images. Are these images meant to be stock images that complement the design or are you looking for custom photography?

Answer: UCS assumes that a combination of image sources will be required, including, but not limited to, stock images, the UCS photo library, and vendor original artwork.

Question # 18.45: 5.2.1.7 Graphical Design and Branding Services, page 16. “UCS requires a variety of custom themes for its internet and intranet sites to differentiate the two sites.” UCS

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also mentions you want to incorporate “satellite or sub-site pages” into the design. Can UCS provide more information on your vision for these sites?

- a. Does each site need to maintain its URL?
- b. Does each site need to maintain a unique look and feel or can it be incorporated into the main website (i.e. share design components from the main site)?
- c. How many satellite or sub-site pages do you intend to maintain in the long-term?
- d. Can you provide examples of how you would like these sites incorporated into your new design system?

Answer to Question # 18.45(a): *Yes.*

Answer to Question # 18.45(b): *Satellite sites require a unique look and feel.*

Answer to Question # 18.45(c): *Anywhere from three (3) to five (5).*

Answer to Question # 18.45(d): *UCS cannot furnish the requested examples at this time. Bidders are encouraged to consider the information provided in Section 5.2.1.7 of the RFP for guidance about how and why UCS expects the awarded contractor’s Web solution to differentiate between the internet and intranet sites.*

Question # 18.46: 5.2.1.7 Graphical Design and Branding Services, page 16. We are aware that the State of New York has its own branding and design system for state agency websites. Is NYUCS required to design the sites using these standards? If not, has this been a consideration?

Answer: *UCS is not required to follow the design standards outlined for other branches of government.*

Question # 18.47: 5.2.1.8 Testing Services, page 16. Can UCS describe what you mean by unit testing, integration testing, and module testing? What are your expectations for what vendors will produce?

Answer: *Module and unit testing would refer to the testing of any customized code developed as part of this engagement. Integration testing verifies that the site continues to function as expected when changes are made by multiple different contributors.*

Question # 18.48: 5.2.2 Needed Features, page 18. “(g) The ability to search content across the system;”

- a. We assume this means that UCS wants to be able to do cross site searches whereby a user can return results from multiple websites, can you confirm?

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- b. If this is a requirement, can you confirm and/or provide information about what search product will be made available via your Acquia subscription. Will we be required to use Acquia Search to meet this requirement? Or can we propose a third-party?

Answer to Question # 18.48(a): Yes.

Answer to Question # 18.48(b): Bidders may propose third-party search solutions.

Question # 18.49: 5.2.2.2 Support for Content in Languages other than English, page 18. “The Web Solution must also integrate with APIs that enable users to translate content into their preferred language.”

- a. Can UCS provide more information about the API? Can you provide any documentation about the endpoints that will be available? Has this solution been integrated with Drupal before?
- b. Furthermore, can UCS be specific about the type of translation that is required? Your current functionality only has select content in a foreign language, is this behavior expected? Or do you expect to mirror the entire website in each foreign language?

Answer to Question # 18.49(a): UCS has not yet selected a translation API. UCS anticipates that any such selection will occur after the Project has been completed.

Answer to Question # 18.49(b): No decision has yet been made.

Question # 18.50: 5.2.2.5 Search Capabilities: Enterprise and Targeted Collections, page 19. “The Web Solution will: (i) provide content personalization capabilities (i.e., serve content based on users’ choice (filters))”.

- a. Can UCS describe what it means by personalization and the scope of the site content that should be personalized? Do you require personalization in other areas of the site outside of search?
- b. Does UCS already subscribe to a service (ex: Acquia Lift) that provides content personalization?

Answer to Question # 18.50(a): For personalization of searches, UCS expects that the user will be able to choose certain filters that will narrow the search results based upon the user’s selection.

Answer to Question # 18.50(b): Not at this time.

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Question # 18.51: 5.2.2.7 Technical Capabilities, page 19.

- a. “(g) Multi-domain implementations (that is, multiple websites within the same installation/infrastructure).” To allow for this type of implementation will require certain provisions within your Acquia subscription. Can you confirm what Acquia products come with your subscription and that UCS will purchase additional products required to support this project?
- b. “Additionally, the Web Solution must separate content from presentation format to allow administrators headless access to the repositories for content management.” Can UCS describe what this means to you? Is there a reason why you want to pursue a “headless” solution? Have you considered the pros/cons of this approach from a long-term support perspective?

Answer to Question # 18.51(a): Please see response to Questions # 18.28(a) and (b), above.

Answer to Question # 18.51(b): UCS has concluded that a headless solution might provide better performance for high-demand content and/or position favorably if/when UCS repurposes content for an application. Although Section 5.2.2.7 indicates that the Web Solution “must” separate content from presentation format, this is not a hard requirement as much as it is an attribute UCS deems likely beneficial.

Question # 18.52: 5.2.2.8 Workflow, page 20. The attachment describes a very robust and complex workflow solution as described in “EXHIBIT H – Narrative Description of Workflow and Governance”. This workflow process is highly complex.

- a. How many individuals are within each content role?
- b. Does UCS expect vendors to implement this workflow process as described? Does this workflow process describe your current publishing workflow or your future workflow? If it does not describe your current workflow, is there a set workflow in place now?
- c. How did you define this workflow structure?
- d. Is there any ability for vendors to propose alternative workflows that may better support your organizational size?
- e. How much of your content workflow occurs in Jira and how much of it occurs in Drupal? Can you describe your vision for how the two systems may work together?
- f. What, if any, role do you see the vendor playing in the establishment of the web governance board?

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Answer to Question # 18.52(a): *UCS currently anticipates that there will be 150–225 Content Creators; 50–75 Local Coordinators; and 30–60 Final Reviewers.*

Answer to Question # 18.52(b): *Yes, UCS expects the awarded contractor to implement this workflow process as described. No, the workflow process does not describe the current UCS publishing workflow. The current workflow is very informal. Content providers either send the Webteam an email or call us with a work request. Some content providers edit their own pages, some cannot. Those that cannot, we estimate the time involved and do the work for them. There is no formalized content pre-approval/verification or plain language review involved.*

To the extent a bidder deems the workflow outlined in Exhibit H “highly complex,” UCS welcomes suggestions to streamline it.

Answer to Question # 18.52(c): *The workflow was adopted by a recently established Web Governance Board. All members of the Board have extensive experience working within the court system and with web-based content.*

Answer to Question # 18.52(d): *Certainly. UCS would highly value any insights and expertise vendors may provide regarding any subject/requirement related to the RFP.*

Answer to Question # 18.52(e): *The Workflow diagram set forth on page 61 of the RFP should show that breakdown. Work requests should be initiated through Jira, which should also provide the Webteam with long-term analytics on the number of web-based tasks completed, etc. All “back-office” work on getting content approved, rewritten to comply with plain language requirements, etc. happens outside of the Drupal environment. Once a certain condition is met within the Jira form (see the triggers for each content tier), Jira would notify an appropriate Local Drupal Editor via email. The Local Drupal Editor then logs into the CMS to start the Drupal process.*

Answer to Question # 18.52(f): *UCS would highly value any insights and expertise vendors may provide regarding any subject/requirement related to the RFP.*

Question # 18.53: Exhibit A - Pricing Sheet.

- a. “Please describe a proposed fixed-price payment schedule for each Category listed above based on deliverables.”
 - i. This document states that vendors cannot alter the “Pricing Sheet.” Can UCS describe how vendors should include this payment schedule in their response? Can vendors attach a separate sheet with the payment schedule?
 - ii. Can vendors propose a cap for license costs, instead of providing specifics at this time? It would be difficult to provide cost estimates without either a) answers to specific, additional questions or b) detailed traffic and/or bandwidth number you expect with the new sites.

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- b. Has UCS allocated a budget cap for this project? If so, can this be shared with bidders?

Answer to Question # 18.53(a)(i): The Exhibit A Pricing Sheet found on page 32 of the RFP includes a free-text field at the bottom of the page. Bidders may supply the fixed price payment schedule in this field. If the proposed payment schedule does not fit in this field, bidders may provide the proposed payment schedule on additional sheets and indicate in the free-text field where such additional sheets can be found in the bidder's proposal.

Answer to Question # 18.53(a)(ii): Yes, vendors may indicate a maximum cost for licenses on Exhibit A Pricing Sheet. Please note that any such maximums will be factored into the combined annual cost as well as the total cost from all categories.

Answer to Question # 18.53(b): The UCS does not provide internal budgetary information.

Question # 18.54: Exhibit G - Information Architecture and Exhibit I - Content Types. During the discovery and design process, can vendors propose changes and/or updates to your list of content types in order to support your functionality requirements?

Answer: Yes.

Vendor # 19

Question # 19.1: How many languages should be supported on the website for localization?

Answer: See answer to Question # 5.17, above.

Question # 19.2: Can we obtain the specific number of pages for both internet and intranet websites separately? This information would be helpful in estimating project timelines more accurately, considering that the implementation timelines may vary for each.

Answer: There are approximately 3,500 internet webpages in Drupal plus an additional ~5,000 static HTML internet webpages. There are approximately 4,700 static HTML intranet webpages. See Section 5.1 on page 10 of the RFP.

Question # 19.3: Are there any compliance requirements associated with any of the websites? If so, could you please specify what they are?

Answer: UCS cannot answer without additional context.

Question # 19.4: Should infrastructure support be included as part of this Request for Proposal (RFP) or proposal?

Answer: No.

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Question # 19.5: Due to our current access limitations to your intranet site, could you please provide additional information regarding the number of unique page/content templates available? Having a clear understanding of the range and variety of templates will greatly aid us in planning and executing any required changes or improvements.

Answer: Most intranet content is extremely standardized and follows a singular look and feel. An overview of the UCS intranet will be provided during the pre-bid conference.

Question # 19.6: Are you utilizing a file repository, Digital Asset Management (DAM) system, S3 bucket, or any similar solution for managing your files?

Answer: No.

Question # 19.7: How are other media assets, such as images and videos, being managed and integrated into the system?

Answer: Videos are managed by a separate unit in the Office of Court Administration's Division of Technology from a dedicated media server.

Question # 19.8: As mentioned, both the internet and intranet portals currently utilize Google's basic search. Do you see a need to implement a document-based search functionality? If Google's basic search does not support document-based search, would you be open to exploring alternative search solutions such as Algolia or SOLR?

Answer: Yes to both questions.

Question # 19.9: Is there any requirement to integrate any Payment Gateway within the new Drupal platform.

Answer: No.

Vendor # 20

Question # 20.1: Will UCS provide the selected agency partner with access to project stakeholders and potential users of the website for interviews?

Answer: Yes.

Question # 20.2: Will UCS provide the selected agency partner with access to Google Analytics and/or Google Tag Manager?

Answer: Yes.

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Question # 20.3: Has Hotjar been implemented on the current sites and will the selected partner have access to the platform for analysis?

Answer: Hotjar was used on a temporary basis to gather analytics for the NCSC report (see Exhibit J of the RFP). The awarded contractor will have access to that analysis.

Question # 20.4: There appear to be some documents missing from the NCSC appendices. Will the selected partner have access to all of the research and documentation provided by NCSC? If stakeholder interviews were conducted by NCSC does UCS have access to interview notes and will they be made available to the selected partner?

Answer: The successful bidder will be able to review additional information that informed NCSC's report.

Question # 20.5: Does UCS agree with all of NCSC's recommendations?

Answer: Broadly speaking, yes, UCS agrees with those recommendations.

Question # 20.6: Are there existing brand standards for visual design for this initiative that should be considered or used for this project?

Answer: See answer to Question # 5.5, above.

Question # 20.7: Is there an established scope for the slides and ads that should be created as part of this project? Is this a slide deck template with the new visual identity for UCS? Are these ads that will appear off of the UCS sites?

Answer: The only "ads" UCS has are slides promoting various special initiatives of the Court System. UCS is receptive to changing their visual identity.

Question # 20.8: Is the information architecture and content for Justice for Children, Lawyer Assistance Programs, NYJusticeTaskForce.com and New York State Commission on Legislative, Judicial, & Executive Compensation remaining as is or are those sites also in scope for a holistic redesign effort?

Answer: The content for these sites will be moved into Drupal CMS. Accordingly, it will be prudent for UCS and the awarded contractor to review the information architectures and implement recommended changes where appropriate. The actual content editing will be the responsibility of the content experts within UCS. However, because these sites receive much less traffic, a major reorganization is not required.

Question # 20.9: Who will be responsible for ultimate creative decision making?

Answer: The Court's Project team, which will include executive management as well as representatives from OCA's Division of Technology, the OCA Webteam, and Graphic Design Unit.

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Question # 20.10: Do you have additional examples of websites that you like? What do you like about them?

Answer: No, although note answer to Question # 26.13, below.

Question # 20.11: Is UCS looking for professional organic SEO services beyond technical integration such as identifying keyword integration into copy and writing custom page titles and meta descriptions, etc.?

Answer: No.

Question # 20.12: Will the Intranet site remain hosted internally?

Answer: The intranet site will be migrated to Acquia Government Cloud.

Question # 20.13: Regarding content scrubbing:

- a. In what format is the data/content that will need to be scrubbed and standardized?
- b. Is there a rough order of magnitude estimate of how much data will need to be scrubbed?
- c. Is the awarded partner responsible for developing the standard or will UCS provide the expected standard for scrubbed and normalized data?

Answer to Question # 20.13(a): Static HTML with CSS and Server Side Includes (tables used for formatting).

Answer to Question # 20.13(b): See answer to Question # 7.1, above.

Answer to Question # 20.13(c): The standard will be developed collaboratively with the awarded contractor.

Question # 20.14: “The ability to utilize Google Analytics, Hotjar, and Read Clearly;” – Do you mean “Write Clearly” or is there a Read Clearly product that should be incorporated?

Answer: There is a product called “ReadClearly” that provides definitions of targeted words via pop-ups. See <https://www.openadvocate.org/readclearly/>

Question # 20.15: How many total languages need to be supported? Are there additional languages planned beyond the current nine?

Answer: See answer to Question # 5.17, above.

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Question # 20.16: For the major browsers the website should support (Chrome, Edge, Firefox, and Safari), are there specific older versions of each that must be considered? If so, please specify the versions required respectively.

Answer: No.

Question # 20.17: Is the current intranet able to be accessed off-premises or is it required to be “on-site” to use?

Answer: The intranet site can only be accessed onsite.

Question # 20.18: Will our team have access to the intranet to reference during the course of the project?

Answer: Yes.

Question # 20.19: Do you have existing project management or communication tools that you will require for the project?

Answer: UCS uses Microsoft Office Suite and Adobe Creative Cloud Tools. UCS is open to using other tools if they provide additional value.

Question # 20.20: Will any external partners be stakeholders in the project?

Answer: No.

Question # 20.21: Will you have a single point of contact for routing information and approvals?

Answer: See answer to Question 5.1, above.

Question # 20.22: How many people will be involved in creative review and approval?

Answer: See answer to Question # 20.9, above.

Question # 20.23: What are the minimum number of days required for approval turnarounds? (ex: 2 days)

Answer: This has not yet been established.

Question # 20.24: What does your team look to the most when trying to choose between vendors for this project?

Answer: Section 3.2 of the RFP defines the Method of Award, including relative values for technical and cost criteria. Technical criteria are further detailed in Exhibit D.

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Question # 20.25: What are the top 3 results would you like to achieve with this project?

Answer: 1. Easier for court users to perform common tasks; 2. Easier for users to find content (there is a tremendous amount of content on the UCS website); and 3. Content should be easier to understand.

Question # 20.26: Is there a stated budget range for this initiative?

Answer: UCS does not provide internal budgetary information.

Question # 20.27: Can the response be submitted electronically in place of a mailed submission?

Answer: See answer to Question # 3.4, above.

Question # 20.28: Are there any formatting requirements for the submission beyond the blue ink signatures on original documents and a page limit of 40 for the narrative response? A minimum type size? Specified margins?

Answer: Proposals must be single-spaced with one-inch page margins using a 12-point font. This requirement, which was omitted from the original issuance of the RFP, is included in Amendment # 2 to the RFP. Also, as indicated in Amendment # 2, UCS increased the page limit for narrative responses to the Components in Exhibit D from 40 to 60 pages.

Question # 20.29: To clarify: if the proposal is submitted via mail, there should be four (4) total packets with all of the required documents – one with original blue ink signature and three (3) photocopies of the complete submission?

Answer: Yes, that is correct. See the document enclosure checklist on page 1 of the RFP.

Question # 20.30: To clarify: if the proposal is submitted via email, all of the required documentation is to be combined into one searchable PDF? All documents requiring a live signature need to be scanned in color to indicate proof of blue ink?

Answer: As indicated on pages 25–26 of the RFP, all electronically submitted bid proposals must be in “PDF” searchable format. Since UCS limits the size of individual emails to 25 megabytes per email (including message plus attachment), bidders may transmit bid proposals in multiple emails if documents cannot be grouped within one .zip file and/or one email. Additionally, each email must be labeled “Email X of Y” (e.g., “Email 1 of 3”). All documents requiring a live signature should be scanned in color to indicate proof of blue ink.

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Question # 20.31: After the pre-bid conference where examples of UCS Intranet pages will be shown, will there be an opportunity to submit follow-up questions specifically to the intranet prior to proposal submission?

Answer: Yes. UCS is accepting questions submitted at the pre-bid conference or submitted by email to jsthila@nycourts.gov up until 5:00 PM EDT on August 4, 2023. See Amendment # 2.

Vendor # 21

Question # 21.1: We assume there is no onsite requirement for the key staff to be available for this project. Please confirm?

Answer: See answer to Question # 5.13, above.

Question # 21.2: We assume that current ongoing support is being taken care of by NYS UCS itself. Please confirm?

Answer: Yes.

Question # 21.3: Does NYSUCS expect vendors to provide L2 & L3 support only? We assume that L1 support would be handled by NYSUCS itself. Can you please confirm? Please define your three levels of support.

Answer: UCS expects to handle the ongoing updates to Drupal Core, and Drupal Modules. Any conflicts that may arise over time due to customized code would probably require support from the vendor.

Question # 21.4: What is the budget for the ongoing maintenance of these website?

Answer: UCS does not provide internal budgetary information.

Question # 21.5: What are the user activities performed under the current maintenance plan?

Answer: Not sure what is meant by “user activities” and “current maintenance plan.” Currently, staff is responsible for updating Drupal Core & modules, as needed.

Question # 21.6: How many ticket requests are handled monthly?

Answer: We receive 500–700 requests to update content per month.

Question # 21.7: Historically, what level of monthly support is utilized by outside partners to maintain and enhance the current site? (e.g., more than 100 hours a month?)

Answer: Approximately fifteen (15) hours per month.

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Question # 21.8: Could you elaborate the current state of the website:

- a. Number of active defects (security, UI etc.)?
- b. How many defects are resolved per month?

Answer to Question # 21.8(a): All such issues are handled by Acquia.

Answer to Question # 21.8(b): Not applicable

Question # 21.9: Will the NYSUCS internal web team handle the maintenance of the NYSUCS existing website until decommissioning, or does NYSUCS expect the vendor to handle all the maintenance aspects of the old website until the new website is live?

Answer: Yes, UCS will handle maintenance of the existing website until the new site is in place.

Question # 21.10: Regarding content creation:

- a. Will NYSUCS be taking care of the content writing of the website or vendors want to help in writing the new content? If so, how much help are you expecting from your chosen partner?
- b. Do you need a content strategy, copywriting, or copy-editing services?
- c. If not, will NYSUCS be providing all of the content?

Answer to Question 21.10(a): UCS will handle content creation.

Answer to Question 21.10(b): UCS needs a content strategy.

Answer to Question 21.10(c): Yes.

Question # 21.11: We understand that NYSUCS be fine with email support. Please confirm.

Answer: UCS needs additional context to answer this question.

Question # 21.12: The RFP document does not state any budget for the proposed project. Has NYSUCS established any budget for the same? If yes, please share the budget or budget range that NYSUCS would expect the proposal to be in.

Answer: UCS does not provide internal budgetary information.

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Question # 21.13: Is the incumbent agency bidding on this RFP? Can you please confirm? If yes, can NYSUCS share the name of the incumbent agency?

Answer: UCS cannot share the names of vendors bidding on this RFP. See answer to Question # 16.20.

Question # 21.14: Referring to the RFP, section 5.2.1.7, “Graphical Design and branding Services”, in the sub-section “Satellite and Sub-site Page” it is mentioned that “This layout allows NYSUCS to provide further customization for a small percentage of sites that require a small degree of individualization or should appear separate from the nycourts.gov enterprise.”

- a. Is NYSUCS looking forward for the redesigning services for the other mentioned sub - sites in the RFP. Please confirm?
- b. Are there more sub-sites apart from the sub-sites mentioned/ referred in the above section?

Answer to Question # 21.14(a): Yes. We are looking for (1) additional design theme to cover all Satellite sites. This means a total of (3) design themes: one for the Internet, one for the Intranet, and one for Internet Satellites.

Answer to Question # 21.14(b): No, not at this time.

Question # 21.15: Referring to the RFP, section 5.2.2.7, “Technical Capabilities”, referring to Point (g), it is mentioned that NYSUCS is looking for “Multi- domain” implementations, so does NYSUCS referring to other websites as well to be a part of the main website (<http://www.nycourts.gov/>). Please Confirm?

Answer: Yes, this would also include www.nyjuror.gov.

Question # 21.16: Referring to the RFP, pg. #22, Point 6.2.2 “Technical Proposal Components and Weighting”, it is mentioned that “The narrative should not exceed 40 pages. The following documents are not included in this page limit and should be supplied after the narrative responses to the other components in Exhibit D:” We request to NYSUCS to increase the page limit from 40 pages to 60 pages (at least). Please consider.

Answer: See answer to Question # 5.9, above.

Question # 21.17: Referring to the RFP, section 5.2.2.2, “Support for Content in Languages other than English”, it is mentioned that NYSUCS wants the web content to be authored in different languages other than English.

- a. Does NYSUCS looking to use Google Translator services for required translation for all the websites? Please explain the translation expectation.
- b. Please provide the list of languages to be supported for all the websites

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- c. If NYSUCS expects vendor to provide the translation services not using Google API, then please provide details on the frequency of translation requirement and what kind of support will be provided by NYSUCS team for the same.

Answer to Question # 21.17(a): As explained in the answer to Question # 5.17, above, translating content into languages other than English will not be part of this project. Our only requirement for this project is that the Web Solution functions properly with a translation app in the future.

Answer to Question # 21.17(b): See answer to Question # 5.17, above.

Answer to Question # 21.17(c): See answer to Question # 5.17, above.

Question # 21.18: We understand NYSUCS expects technical support during the business hours and not 24x7? Please confirm.

Answer: During development of the site, UCS expects support during standard business hours. After the new site is live, UCS expects minimal additional “after hours” support from the vendor chosen to provide support.

Question # 21.19: While redefining the branding strategy & redesigning the new website. Does NYSUCS want vendor to examine any specific list of competitors as a benchmark?

Answer: No.

Question # 21.20: Do you have any specific expectations for training, such as video tutorials or remote training sessions?

- a. For how many users should we consider the training to be provided?
- b. Do you prefer onsite training or virtual training? Should vendors include anticipated travel costs in our budgets?
- c. Are you open to train the trainer model?

Answer to Question # 21.20(a): Five (5) to ten (10).

Answer to Question # 21.20(b): Virtual training should be acceptable as long as it includes recorded sessions and written documentation.

Answer to Question # 21.20(c): Yes.

Question # 21.21: What are the various web technologies used in these websites?

Answer: CSS, Server Side Includes, and Javascripting.

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Question # 21.22: What are the various tools and services are enabled on these websites?

Answer: IIS web server services, such as Directory Listings & Generic Username/Password protected folders, Google & MS Azure Search.

Question # 21.23: What are the primary features and functionalities required in the new website?

Answer: See Article V of the RFP, including Sections 5.2.1 (Needed Services) and 5.2.2 (Needed Features).

Question # 21.24: Describe your current website capability and process to publish web pages, artifacts etc. to social media platforms.

Answer: Certain content creators (outside of the OCA Webteam) currently publish podcasts directly to court-sponsored social media accounts.

Question # 21.25: We found one (1) internet website [<https://www.nycourts.gov/>] and one (1) intranet website [<https://ww2.nycourts.gov/courtlocator>]. Are there any other websites in scope? Kindly list them out.

Answer: Your second URL is not an intranet site; it is a public-facing Internet site. All of our public facing content can be found off of: www.nycourts.gov. During the pre-bid conference, UCS will present views of the Intranet site.

Question # 21.26: From the RFP, Websites contain over Public Drupal Docs (3,500 web pages & 2,600 PDFs Public Legacy Docs: 22,000 static HTML & 405,000 PDFs and Private Legacy Docs: 4,700 static HTML & 58,000 PDFs.

- a. What is the total size of the archive, and how is this currently being stored and managed?
- b. What is the percentage of pages in the archive that are considered static or non-changing content?
- c. What is the age range of the documents contained within the archive, and what is the criteria for determining which documents are archived?
- d. What percentage of the archive content is currently accessible to users, and what is the process for accessing this content?
- e. Please estimate the percentage of the above web pages and files you expect to migrate to the new site.

Answer to Question # 21.26(a): None of the content listed under Question # 21.26 is in an archive. PDFs are primarily stored on a Microsoft IIS server.

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Answer to Question # 21.26(b): Not applicable.

Answer to Question # 21.26(c): Not applicable.

Answer to Question # 21.26(d): Not applicable.

Answer to Question # 21.26(e): See answer to Question # 7.1, above.

Question # 21.27: Are there any document management systems implemented for managing such huge documents repository? If not, are you planning to?

Answer: None currently, but UCS is open to recommendations.

Question # 21.28: What are the metadata standards used for organizing and searching the content, and how are they applied?

Answer: There are none in place.

Question # 21.29: What is the process for ensuring the accuracy and authenticity of the archive content, and what measures are in place to prevent unauthorized modifications or deletions?

Answer: There are none in place.

Question # 21.30: Are there any specific requirements for document retention, versioning, or archival processes that need to be considered in the new website design?

*Answer: UCS has various records retention policies that are available at this site:
<https://ww2.nycourts.gov/admin/recordsmanagement/index.shtml>*

Question # 21.31: How many forms are currently in total on the site? Are you capturing data into 3rd party tools like Salesforce CRM etc?

Answer: Most form data is NOT captured in any database, nor is such information captured in third-party tools. Most forms (approximately 400–500) are in PDF format. The creation or redesign of forms is not within the scope of work for this RFP.

Question # 21.32: How does the current website search provide fresh results from regular indexing, completeness of results? Is there any content relevancy mechanism implemented for content ranking and result returned.

Answer: The free Google search app automatically crawls new content as it is published. In addition, it comes with a tool whereby one can assign weight to specific pages so as to force content ranking for targeted pages.

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Question # 21.33: Can you list out the different backend user roles and their appropriate user count?

Answer: See answer to Question 18.52(a), above.

Question # 21.34: What are the various data sources used by these websites? Does the content fully authored on this site, or part of data, come from another service?

Answer: Most of the content is fully authored on the site. There is limited content in the form of an XML extract (Court locator tool).

Question # 21.35: What are various features restricted behind the user login?

Answer: None.

Question # 21.36: Please share the details around the current login system being used by these websites. Is it a custom build or LDAP or Azure AD or SAML based authentication?

Answer: Acquia Hosting provides two-factor authentication for UCS Drupal Administrators. Likewise, unique usernames & passwords are required for UCS Drupal Content Editors. UCS is looking to have Active Directory credentials integrated into our Drupal login system.

Question # 21.37: Are there any specific security compliances to be followed on the new website/platform? Kindly list them.

Answer: Acquia uses AWS to ensure the highest levels of security.

Question # 21.38: How does your platform enable multiple agency partners or internal teams to work on the platform while maintaining website stability and code unity?

Answer: Acquia handles all issues related to stability, security, and scalability.

Question # 21.39: Have you experienced anything like DDoS Attacks, unauthorized environment access, or other?

Answer: For security purposes, UCS declines to comment on security incidents, including cybersecurity incidents.

Question # 21.40: Please confirm if the current hosting environment has any existing security framework that has to be leveraged in the proposed solution.

Answer: For security purposes, UCS declines to respond substantively to this question.

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Question # 21.41: Will the hosting vendor be responsibility or NYSUCS will procure, and vendor will be provided the required access for the new website deployment. Please clarify.

Answer: UCS contracts with the hosting provider; access will be provided as required.

Question # 21.42: How does NYSUCS ensure the quality of all work performed on the website? What specific processes or methodologies do you follow for quality assurance? Please clarify.

Answer: UCS does not currently have such a process in place.

Question # 21.43: Do you have any dashboard/tool (i.e., JIRA) available where teams can address and rectify any errors or issues identified during the quality assurance process? If yes, Please clarify the process expectations.

Answer: UCS does not currently have a QA process in place.

Question # 21.44: In case of a data loss or website failure, how quickly can the website be restored from the backups? Will there be any additional costs associated with the weekly site backups?

Answer: This is not part of the Project requirements.

Question # 21.45: Are vendors expected to document the work performed in tiny detail (i.e. - each and every line changes) or a high-level detail enough?

Answer: As explained in Section 5.2.1.6 on page 15 of the RFP, proposals should explain how the bidder will provide documentation customized for the UCS administrators of the Web Solution, and there should be detailed annotation for any customized code as it relates to Drupal modules or themes, both as comments within the code and also included in a separate developer's handbook. This information should be as detailed as possible; however, the level of detail should not be so minute as to render this documentation impractical to use or unreasonably expensive to produce.

Question # 21.46: When considering the user research conducted by NYSUCS in August 2022, would you like us to leverage it as a baseline for our UX process, taking it into account while developing the strategy & design? Alternatively, should we proceed with new criteria and aim to create an updated version of the research to inform the final design? Please let us know your preference regarding the approach to be taken.

Answer: UCS is flexible in this regard. After review, the awarded contractor might deem the original user research thorough enough to stand alone, or the awarded contractor might find it lacking in certain areas, in which case it would serve as a baseline for the awarded vendor's own UX process.

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Question # 21.47: Do we need to create the "New York State Unified Court System's" logo as part of Branding?

Answer: UCS will look to the awarded contractor for guidance as to which design elements—including the logo—should be redesigned or retained.

Question # 21.48: Please share more about your design approval process. Are decisions made by a single person or a small group/task force? Do recommendations need to be presented to additional senior leaders/board members for approval?

Answer: All decisions, including designs, will be subject to review by the Project Team, which will include select members of Executive Management, as well as technology. The Website Systems Director (WSD) will act as point of contact for the vendor.

Question # 21.49: Will the client identify a single point of contact for design feedbacks and final approvals?

Answer: Yes. See answer to Question # 5.1, above.

Question # 21.50: Do we need to provide ADA training or some kind of support to client's team or members for future?

Answer: No.

Question # 21.51: Kindly confirm which all below services will be in-scope for SEO: -

- a. Organic Search Engine Optimization for websites
- b. Improve website visibility on major search engines to improve traffic
- c. Improve website optimization for Search
- d. Achieve Top 10 rankings for select keywords over a period of one time SEO implementation & sustenance programs (include Keywords building/promoting/implementation)
- e. Enable generation of leads from natural search traffic
- f. Drive an increased volume of visitors
- g. Build sustainable long term natural search rankings
- h. Maximize natural search brand visibility
- i. Improve Social Marketing

Answer to Question # 21.51(a): Yes.

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Answer to Question # 21.51(b): No.

Answer to Question # 21.51(c): Yes.

Answer to Question # 21.51(d): No.

Answer to Question # 21.51(e): No.

Answer to Question # 21.51(f): No.

Answer to Question # 21.51(g): Yes

Answer to Question # 21.51(h): No

Answer to Question # 21.51(i): No

Vendor # 22

Question # 22.1: Should vendor pricing be inclusive of Acquia hosting or will that be procured separately?

Answer: Acquia hosting will be procured separately by UCS.

Question # 22.2: Do price and technical proposals need to be submitted as separate files?

Answer: The pricing sheet set forth in Exhibit A may be included with the rest of the bidder's proposal. Please organize submitted documents consistent with the order set forth in the Document Enclosure Checklist (see pages 1–2 of the RFP). Please note: bidders submitting proprietary / confidential information, including information that is submitted as part of the bidder's technical proposal, should follow the guidance in Section 7.5 on page 26 of the RFP, which states that such information "must be in a separate folder from the non-confidential sections of the proposal." If bidder submits its proposal electronically (that is, by email), proprietary information should be compiled in a separate PDF, and the title of such PDF should indicate the confidential / proprietary nature of the document.

Question # 22.3: Is the NCSC able to bid on this RFP?

Answer: All entities that meet the minimum qualifications and mandatory requirements are welcome to submit a proposal.

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Vendor # 23

Question # 23.1: Will your internal IT staff be participating/assisting in the building of the new site?

Answer: Yes. See answer to Question # 5.1, above.

Vendor # 24

Question # 24.1: Can you please identify the platforms and formats that are governed by this requirement? For content that requires scrubbing, where does this content come from? Is this content solely from your current Drupal install or does this also include content from multiple sources other than Drupal?

Answer: See answer to Question # 7.1, above.

Question # 24.2: How flexible is the court on Archiving old content?

Answer: UCS is flexible.

Question # 24.3: Who decides what content stays, gets improved, deleted etc.?

Answer: The Project Team, which will include select members of executive management and technology. See the answer to Question # 21.48, above.

Question # 24.4: Can you provide some guidance as to the languages and scope of translated content you wish to make available in the new platform? Is it similar to your existing experience or significantly more expanded?

Answer: See answer to Question # 5.17, above.

Question # 24.5: Can you confirm how many sites would be in scope for the project, i.e., does this project include moving all county-level and other affiliated sites onto the new platform?

Answer: Yes, all county-level and affiliated sites are included. Currently, there are 157 public internet subsites, or sections and approximately 112 private intranet subsites.

Question # 24.6: Is there an overall timeline for moving and launching all website(s) onto the new Drupal 10 platform?

Answer: UCS anticipates that the selected vendor will deliver the redesigned internet website within sixteen (16) months following execution of the contract resulting from the RFP and delivering the redesigned intranet website within six (6) months after the redesigned internet site is delivered. See Section 5.2 on page 11 of the RFP.

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Question # 24.7: Is there additional information about the requirements for the intranet project, be it features, content, or organizational goals for the redesign?

Answer: The requirements are documented in the RFP, the amendments thereto, and this Questions & Answers document.

Question # 24.8: Can you provide a brief overview of your technical and content editorial teams, i.e., roles and number of staff?

Answer: See answer to Question # 5.1, above.

Question # 24.9: Will the new site be hosted with Acquia?

Answer: Yes.

Question # 24.10: How many different systems feed content into the main site?

Answer: Aside from an XML extract that feeds the Court Locator feature and a database that feeds the Judicial Directory site, most content is created directly within HTML.

Question # 24.11: On the Drupal 7 does the content and styling all live in the body field of most content types?

Answer: There is no content in Drupal 7. All Drupal content is currently in Drupal 9 and will be moved to Drupal 10 by the end of August 2023.

Question # 24.12: Does the court want to digitize all PDF files? i.e pull out PDF content and move it into Drupal?

Answer: No.

Question # 24.13: Do the court have the budget to add features like SOLR search to the platform?

Answer: Bidders may propose to incorporate features such as SOLR, and the costs for any such features should be included in the bidder's cost for this project.

Question # 24.14: Does the court have IT resources to manage the Acquia or new hosting platform or is the vendor expected to support this?

Answer: UCS will manage the Acquia hosting platform.

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Vendor # 25

Question # 25.1: Should we assume that all of the types of content or features currently on the site will be part of the new site?

Answer: Yes.

Question # 25.2: Will any types of content or features on the current site not be included in the new site?

Answer: No.

Question # 25.3: Will any new types of content or features be added to the new site?

Answer: Yes.

Question # 25.4: Are there any specific features, aspects or problems with the current site you want to significantly change/improve during the redesign?

Answer: See answer to Question # 20.25, above.

Question # 25.5: For “Content Scrubbing Services” can you provide a list of legacy sources? How are the legacy sources made accessible - i.e. API, website, html, ftp, sql database, etc? What type of content is expected to be pulled from the legacy sources? i.e. text, html, json, PDF, image, etc?

Answer: See answer to Question # 7.1, above.

Question # 25.6: For “The Awarded Contractor, in consultation with the UCS web team and graphics personnel, will create all site logos, banners, headers, slides, ads, subject icons, and decorative images”, does this mean that the contractor will do all the work and UCS web and graphics team will review and approve. Or will the work be split up somehow?

Answer: Most of the graphics, if not all, will come from the vendor (with assistance where possible from UCS staff).

Question # 25.7: For “site logos, banners, headers, slides, ads, subject icons, and decorative images” do these graphics already exist and need to be updated to fit the new design or created from scratch? How many of each type (logos, banners, slides, etc) are needed for the redesign?

Answer: As explained in Section 5.2.1.7 on page 15 of the RFP, the awarded contractor, in consultation with the UCS Webteam and UCS graphics personnel, will create all site logos, banners, headers, slides, ads, subject icons, and decorative images.

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Question # 25.8: Branding services are mentioned several times throughout the RFP. Does branding in this case refer to rebranding the NY Courts or does refer to integrating the current or modified branding assets to fit with the new web design?

Answer: UCS will look to the awarded contractor for guidance as to which design elements—including the logo—should be redesigned or retained.

Question # 25.9: Can you provide information on the different roles and responsibilities of CMS users, if any? How many people use the CMS to administer the site?

Answer: See answer to Question # 18.52(a), above.

Vendor # 26

Question # 26.1: Regarding 5.2.2.3 Device and Browser Support, which states “The Web Solution will support presenting public-facing content on mobile devices via a responsive web design.” - Are you expecting compatibility beyond the following list of operating systems and browsers:

- Windows 11 (Microsoft Edge, latest Chrome and Firefox)
- Mac OS X (latest Safari, Firefox, and Chrome)
- iOS (latest version) mobile and tablet (latest Safari)
- Android (latest version) mobile and tablet (latest Chrome)

Answer: No, UCS is not expecting compatibility beyond the list of operating systems and browsers identified above.

Question # 26.2: Do you anticipate migrating all 22,000 public legacy docs to the new site? Do you anticipate migrating all 4,700 private legacy docs to the new site? If not, how many do you expect?

Answer: Approximately 5,000 public legacy docs and 4,700 private legacy docs will need to be migrated.

Question # 26.3: Can you share any recommendations from NCSC that the OCA team has already started to work through internally? For example, did you already start reviewing any web pages for content migration that would affect any of the page counts?

Answer: UCS has made improvements to our Google Search and Court Locator, as recommended by the National Center for State Courts.

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Question # 26.4: Can you please list all integrations (for external site and the intranet site) the selected vendor would need to support?

Answer: See answer to Question # 5.14, above.

Question # 26.5: Has the survey data been used internally to drive any decisions already made about the new site?

Answer: Yes. It provided impetus for the formulation of our Governance Plan.

Question # 26.6: What events, milestones, etc. are driving the timeline for implementation of the new site?

Answer: Events, milestones, and deliverables should be determined via a collaboration between UCS and the awarded contractor.

Question # 26.7: Have the survey results been used internally to drive any user-based website decisions you expect to be carried out by the selected vendor?

Answer: Yes. Primarily the reorganization of public content so that it is easier to find and understand.

Question # 26.8: Are you open to alternative hosting solutions?

Answer: No.

Question # 26.9: Are you able to share the budget for this engagement? If not, are you able to share the budget, and the date for the last NY Courts web design project?

Answer: UCS does not provide internal budgetary information for this engagement and does not have information available regarding a budget for any prior UCS web design project.

Question # 26.10: How many stakeholders do you expect to be involved in reviewing and approving deliverables, including graphics and wireframes? Will there be a core group of approvers or will the approvers vary based on the task?

Answer: See answer to Question # 21.48, above.

Question # 26.11: What do you anticipate being the expected number of business days needed for client feedback on deliverables?

Answer: This will be negotiated with the awarded contractor.

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Question # 26.12: Are there existing brand guidelines that can be used to drive certain aspects of the design?

Answer: See answers to Question # 5.5, above.

Question # 26.13: Are there example sites that align with your stated goals, especially outstanding user experience, that would be helpful for the chosen vendor to keep in mind? What about that site or sites particularly reflects an outstanding online user experience?

Answer: As detailed in Exhibit J, the National Center for State Courts (NCSC) identified websites for court systems in other states and discussed how those websites accomplished some of the goals NCSC recommended to UCS.

Question # 26.14: Can you elaborate on what is considered in scope for "content scrubbing"?

Answer: See answer to Question # 7.1, above.

Question # 26.15: For the two sites, are you looking for essentially a single look and feel in terms of colors, fonts and page elements for those elements that would appear on both sites? (For example, search results.)

Answer: See answers to Questions # 14.16 and # 18.46(b), above.

Question # 26.16: In terms of work that's already been done, can you elaborate on what work has been done from a mobile responsive website perspective?

Answer: All public content that is currently in Drupal 9 renders appropriately for mobile devices. UCS Drupal content begins with "ww2" rather than "www." For example: <https://ww2.nycourts.gov/attorneys> is a Drupal page, whereas <https://www.nycourts.gov/courts/index.shtml> is a legacy HTML page.

Question # 26.17: How many total pages do you anticipate each new site having at launch? How much of that would require new content to be created?

Answer: The new Internet site: approximately 2,600 PDFs and 8,500 web pages in Drupal; the new Intranet site: approximately 8,000 PDFs and 5,000 web pages in Drupal.

Question # 26.18: What types of training needs to be completed and how do you see it varying by roles / websites / skillsets etc.

Answer: Please see answer to Question # 21.20, above.

Question # 26.19: Will a recording of the pre-proposal conference be available?

Answer: Yes, a recording or transcript of the pre-bid conference will be made available.

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Question # 26.20: What custom development work has been implemented on the new site that is considered in scope for the new site(s)?

Answer: Please see answer to Question # 26.3, above.

Question # 26.21: What platform is the current Intranet built in that currently lives on IIS servers?

Answer: The current intranet site is static HTML/CSS & JavaScript. The site is hosted on two Windows Server 2016 virtual machines running IIS. The site is load balanced using an F5 load balancer.

Question # 26.22: What “differences in the appearance” of the two sites do you anticipate needing to be created by the selected vendor?

Answer: UCS requires a variety of custom themes for its internet and intranet sites to differentiate the two sites. See Section 5.2.1.7 of the RFP. As explained in Component J4 in Exhibit D of the RFP, UCS invites bidders to recommend options to minimize confusion among users about whether they are using the internet or intranet site.

Question # 26.23: How many total stakeholders are expected to be involved in approving wireframes and designs (for each site)?

Answer: This has not yet been determined. For information about the composition of the UCS Project Team, see answer to Question # 20.9, above.

Question # 26.24: Can you elaborate on what is expected from the vendor with regard to “establish[ing] a mechanism for files to be exchanged electronically.”

Answer: UCS expects the awarded contractor to recommend a secure method for transferring deliverables electronically and conveniently. Adoption of such method is subject to negotiation between UCS and the awarded contractor.

Question # 26.25: Can you characterize how well meta data is added to existing content, and elaborate on what is expected of the selected vendor to support this work for the new site?

Answer: Currently, there is not an easy way for content editors to add/revise meta data. It would be beneficial to have some sort of reminder mechanism in place (maybe via a red flag or pop-up) reminding content providers to review existing meta data.

Question # 26.26: Given the difficulty in identifying the level of effort required for Content Scrubbing Services for every page of both sites, would a submission that clearly articulated how many pages the estimate covers, be considered in scope?

Answer: See answer to Question # 7.1, above.

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Question # 26.27: Is a full new logo design process considered in scope for this project, or does the RFP refer to the recreation of already designed and approved logos as needed?

Answer: See answer to Question # 21.47, above.

Question # 26.28: If a new logo design is required, can you elaborate on who needs to be involved in the approval process?

Answer: See answer to Question # 20.9, above.

Question # 26.29: Can you clarify what is considered in scope with regard to “Satellite or Sub-site page?” In other words, if the shell is designed and a single sub-site theme is created in Drupal, does that suffice?

Answer: There will be sub-sites that fall under the UCS internet site, and they will use the same design theme established for the internet site. There will be sub-sites that fall under the UCS intranet site, and they will use the design theme established for the intranet site. There will be a small number of internet sites (currently 3–4, but that might grow over time) that will require a different design theme (currently referred to as a “theme for satellites”). See answers to Questions # 5.6, # 18.45, and 21.14(a), above.

Question # 26.30: Can you elaborate on what is expected for Security role testing?

Answer: The ability to test the Workflow process as it relates to login and permissions.

Question # 26.31: Regarding Integration of UCS internal PeopleSoft HR Directory, can we assume that all integrations will be limited to what is permitted by leveraging Oracle’s documented REST API Endpoints for PeopleSoft?
https://docs.oracle.com/cd/F79855_01/hcm92pbr46/eng/hcm/ecch/UnderstandingRestApiEndpointsForPeoplesoft.html

Answer: UCS expects to use a simple extract of the PeopleSoft App rather than tying into the program with an API.

Question # 26.32: To ensure optimal design and user experience, can you specify what languages the new site(s) will need to be translated into?

Answer: See answer to Question # 5.17, above.

Question # 26.33: Given this could have significant IA and design implications, can you elaborate on what the selected vendor will need to have estimated to support “(ii) publishing a single page, a group of pages, or a whole website”

Answer: See answer to Question # 14.19, above.

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Question # 26.34: How many vocabularies do you anticipate needing to be created for each site?

Answer: UCS estimates a vocabulary for almost half of our content types (See Exhibit I from the RFP).

Question # 26.35: What is the recommendation for responding to each component when those components can be utilized for each website?

Answer: Unless a bidder explains otherwise, UCS will assume that a response to the Components in Exhibit D applies to both the internet and intranet sites.

Vendor # 27

Branding / Design / Audience Questions:

Question # 27.1: Do you have an existing branding or style guide for your company today? How extensive is this document? And how much of this document will direct the future design of the site?

Answer: See answers to Question # 5.5, above.

Question # 27.2: How many people will be involved in the design approval process?

Answer: See answer to Question # 20.9, above.

Question # 27.3: Will there be a senior person to handle all design or directional disputes?

Answer: See answers to Questions #5.1 and # 20.9, above.

Question # 27.4: Will you be providing new imagery for this re-design or will the proposed vendor be required to use existing images that are on the site today?

Answer: See answer to Question # 25.7, above.

Content

Question # 27.5: What percentage of the existing content that will need to be migrated to the new website? Who will be responsible for this migration?

Answer: Approximately 90-95% of our existing web page content will need to be migrated. Migration will be a joint effort between the awarded contractor and UCS.

Question # 27.6: Who will be writing new copy for the website? Page copy? Instructional and help text? Error messages? Other?

Answer: UCS will provide the necessary content experts.

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Question # 27.7: How many content authors will be accessing the system? How often per day, week or month will these users be updating content?

Answer: See answer to Question # 18.52(a), above. Content will be updated on an ongoing basis.

Question # 27.8: How many people are involved in the editorial cycle and what roles do those people play? Writer, editor, copy editor, graphics creator (for charts), legal approval, manager approval, etc.?

Answer: An overview of the current UCS workflow and governance is set forth in Exhibit H to the RFP. This workflow and governance structure is subject to change. UCS cannot reasonably answer questions about the number of people who will be involved in the editorial cycle once the new website is employed.

Question # 27.9: Will there be a web publishing model or process of approving content before it is displayed on the site?

Answer: See Exhibit H of the RFP.

Question # 27.10: Is there any content that is automatically added to your site (such as a live news feed or “harvested” content)?

Answer: At this time there is no content that is automatically added to the website.

Question # 27.11: Do you have any videos or heavy media that will take up data space or effect download performance? (Large files, video, animation, etc.) How many of these types of files do you have today? Will you see large files increasing greatly in the future?

Answer: All video and audio files are hosted on a dedicated, and separate, media server. Likewise, most (but not all), PDFs are hosted on a separate web server.

Question # 27.12: Today you do not have security requirements for website content. In the future – will there ever be a need for secured content?

Answer: Certain sections of the website must currently be secured via authentication in order to view the content (e.g., content available to our Town & Village courts). This would also need to be in place on the new site. The intranet site will require additional security. UCS will be working with Acquia to provide the necessary security for hosting the new intranet site.

Question # 27.13: Will this site need to be multi-lingual? If so, how many languages will be required?

Answer: See answer to Question # 5.17, above.

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Question # 27.14: Who will be translating the web content?

Answer: See answer to Question # 5.17, above.

Question # 27.15: What is the current process for archiving or removing content from the site for any reason?

Answer: All of our static HTML is backed up to an external hard drive on a quarterly basis. Content is only deleted from our live servers upon request.

Question # 27.16: Will you require an automatic archiving or removing content from the site through the CMS?

Answer: While not a requirement, such a solution would be worth considering.

Question # 27.17: Will you need to have content tagging and content relationships within the CMS?

Answer: Yes, as explained in Section 5.2.1.3 on page 13 of the RFP (“Website pages will contain the appropriate code for search engine optimization, including metatags, page title, and canonical tags”). Furthermore, as explained in Section 5.2.1.5 on page 14 of the RFP, UCS expects the awarded contractor to prepare and deliver a Standards and Guidelines Manual that will provide guidance with respect to content structure, including defining types, fields, taxonomies, tags, and views.

Technical

Question # 27.18: Are there any system integrations (external or internal) that are required for this website?

Answer: Yes. See answer to Question # 5.14, above. For example, as set forth in Section 5.2.2 on page 18 of the RFP, the Web Solution must provide integration of UCS internal PeopleSoft HR Directory (via data downloads) with the new intranet site.

Question # 27.19: What other technical components do you see this website integrating with in the future?

Answer: Future implementations (not part of this project) will probably include an API for languages other than English and possibly a toolbox for creating forms.

Question # 27.20: What analytical tools are you using today to track your traffic and click-through?

Answer: Google Analytics and Webtrends.

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Question # 27.21: What is your volume of traffic today? Monthly? Yearly?

Answer: Monthly traffic on the public site averages 1,000,000 users per month.

Training

Question # 27.22: How many resources will need to be trained and to what level?

Answer: See answer to Question # 21.20, above.

Question # 27.23: Can this be a train the trainer session or will we need to have multiple training sessions?

Answer: See answer to Question # 21.20, above.

Question # 27.24: Do you require developer trainer on the new CMS or only content editing training?

Answer: Some of both.

Vendor # 28

Question # 28.1: Is there an incumbent? Will they be bidding?

Answer: There is not an incumbent. See answer to Question # 16.20, above.

Question # 28.2: What is the budget for this project?

Answer: UCS does not provide internal budgetary information.

Question # 28.3: What is your current annual spend on CMS, hosting, and related support?

Answer: UCS does not provide internal budgetary information.

Question # 28.4: How many user accounts need to be migrated?

Answer: See answer to questions 13.2 & 18.52(a), above.

Question # 28.5: Are paragraphs in use on-site? If so, please advise on migration needs related to paragraphs.

Answer: For context, UCS assumes that the vendor is asking whether content has been developed using the Drupal Paragraphs module. This module is installed on the site; however, UCS did not use the Paragraphs module to develop content for any of the live webpages.

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Question # 28.6: How many nodes exist on the current site?

Answer: See answer to Question # 5.3(b), above.

Question # 28.7: Please estimate the percentage of the above nodes and files you expect to migrate to the new site.

Answer: All of the existing nodes.

Question # 28.8: Is there a need for a document library?

Answer: A document library would be worth exploring.

Question # 28.9: Will single-sign-on be used to control administrative access to the site? If yes, please elaborate.

Answer: UCS would be interested in pursuing this as an option. SAML integration is currently supported on the Acquia platform but it is not implemented in our environment.

Question # 28.10: Can you provide usage data, or estimate expected traffic to the site?

Answer: See the "Quick Analytics Review" in Exhibit J on page 141 of the RFP.

Question # 28.11: Do you need a contractual SLA for hosting (more expensive) or a best-effort SLA based on a 99.9% historical uptime (less costly)?

Answer: Neither, as UCS negotiates hosting services with Acquia directly.

Question # 28.12: Do you experience frequent surges of traffic that impact performance at critical times?

Answer: No.

Question # 28.13: Have you dealt with any security issues or malicious traffic on your sites like DDoS attacks, SQL injections, etc.? If so, what was the impact?

Answer: See answer to Question # 21.39, above.

Question # 28.14: Are you using anything for CDN or WAF currently?

Answer: Acquia provides a WAF. A CDN is not implemented.

APPENDIX B

GENERAL SPECIFICATIONS

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GENERAL

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

2. DEFINITIONS Terms used herein shall have the following meanings:

a. AUTHORIZED USER Authorized User shall have the meaning set forth in State Finance Law Section 163(1)(k) and includes, but is not limited to, New York State Agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations.

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

c. 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."

d. BID SPECIFICATIONS A written description drafted by OGS or an Authorized User 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.

e. COMMISSIONER The Commissioner of OGS or his or her designee, or, in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or his or her authorized representative.

f. CONTRACT The writings that contain the agreement of the Commissioner and the 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 Authorized Users.
- 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 Award 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.

g. CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a Contract has been established.

h. CONTRACTOR Any successful Bidder to whom a Contract has been awarded by the Commissioner.

i. 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 an Authorized User to properly test, install, operate and enjoy full use of the Product.

j. ENTERPRISE The total business operations in the United States of an Authorized User without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of the Authorized User.

k. 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.

l. 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.

m. GROUP A classification of a Product that is designated by OGS.

n. 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.

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

p. LICENSEE An Authorized User 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 individual Authorized User 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.

q. LICENSE EFFECTIVE DATE The date Product is delivered to an Authorized User. 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.

r. LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

s. MINI-BID A document used by an Authorized User containing transaction-specific requirements soliciting responses from Contractors previously qualified under a Centralized Contract for such Products.

t. OGS The New York State Office of General Services.

u. PATCH Software designed to update, fix, or improve the Product or its supporting data. This includes fixing security vulnerabilities and other bugs, including hot fixes, to improve usability or performance.

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

w. PURCHASE ORDER The Authorized User'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).

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

y. REQUEST FOR QUOTATION (RFQ) A procurement method that can be used in situations such as discretionary, sole source, single source, or emergency purchases and certain Centralized Contracts.

z. 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 Commissioner. 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.

aa. RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Solicitation, as determined by the OGS Commissioner.

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

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

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

ee. 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), 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.

ff. 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.

gg. STATE State of New York.

hh. 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.

ii. 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.

jj. 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.

kk. THIRD-PARTY SOFTWARE Any software that is developed independently of Contractor and which may be governed by a separate license.

ll. 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. Virus shall also include any malware, adware, or other computer code, whether or not written or conceived by Contractor, that allows data or metrics to be copied, redirected, or modified without the express consent of the Authorized User.

BID SUBMISSION

3. 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.

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

5. LATE BIDS Bids must be received at the location designated in the Solicitation at or before the date and time established in the Solicitation for the Bid opening or receipt of Bids.

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

The basis for any determination to accept a Late Bid shall be documented in the procurement record.

6. CONFIDENTIAL/TRADE SECRET MATERIALS

a. BIDDER/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/Contractor. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Commissioner or Authorized User 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/Contractor. 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 Commissioner's or Authorized User'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/Contractor will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

b. COMMISSIONER OR AUTHORIZED USER 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 any Authorized User hereunder or received from another third party, will not be divulged to any third parties without the written consent of the Commissioner or Authorized User. 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 Authorized User, 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.

7. 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 incorporated into the Solicitation and may also be obtained by visiting www.labor.ny.gov and typing in the search box: Prevailing Wage Schedule Request. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (e.g., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rates for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

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

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

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

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

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works Contracts must submit monthly payroll transcripts to the Authorized User 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.

8. 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 certain non-State Authorized Users 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. Non-State Authorized Users must offer their own proof of exemption upon request. 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.

c. Purchases by Authorized Users other than the State of New York may be subject to certain taxes which were not included in the Bid price, and in those instances the tax should be computed based on the Contract price and added to the invoice submitted to such entity for payment.

9. EXPENSES PRIOR TO CONTRACT EXECUTION The Commissioner and any Authorized Users are 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.

10. 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 Commissioner'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.

11. 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.

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

13. 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 Commissioner, 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 indicated in the Solicitation or Purchase Order.

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 Commissioner.

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 Commissioner.

f. 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 on its commercial price lists during the Contract term; or

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

(iv) Special Offers/Promotions to Authorized Users: Contractor may offer Authorized Users, 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 from any Authorized User without being in conflict with, or having any obligation to comply on a global basis with, the terms of this clause.

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

14. 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.

15. 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 Authorized Users 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 Authorized

User. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

BID EVALUATION

16. BID EVALUATION The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of Bids, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, in his or her sole discretion, may accept or reject illegible, incomplete or vague Bids, and the Commissioner’s 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.

17. 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 Commissioner 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 Commissioner to award a Contract to one or more of such Bidders shall be final.

18. QUANTITY CHANGES PRIOR TO AWARD The Commissioner 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.

19. TIMEFRAME FOR OFFERS The Commissioner reserves the right to make awards within 60 days after the date of the Bid opening or such other period of time as set forth in the Solicitation. The Bids must remain firm until a Contract is awarded, but if a Contract is not awarded within 60 days or other time period set forth in the Solicitation, the Bidder may withdraw its Bid any time thereafter by delivering to the Commissioner written notice of the withdrawal of its Bid.

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

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

TERMS & CONDITIONS

22. 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 Bidders upon the Commissioner'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 Commissioner.

23. CONTRACT TERM - EXTENSION In addition to any stated extension periods in the Contract, any Contract or portion thereof awarded by the Commissioner may be extended by mutual agreement of the Commissioner and the Contractor for an additional period of up to one year. Such extension for up to an additional one-year period may be exercised on a month-to-month basis or in other stated periods of time.

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

25. PARTICIPATION IN CENTRALIZED CONTRACTS

a. State Agencies All State Agencies may utilize and purchase under any Centralized Contract let by the Commissioner, unless the Solicitation limits purchases to specific State Agencies.

b. Non-State Agency Authorized Users Authorized Users other than State Agencies are permitted to make purchases through Centralized Contracts where permitted by law, the Contract or the Commissioner.

c. Voluntary Extension Purchase Orders issued against a Centralized Contract by any Authorized User not provided for in the Contract shall be honored by the Contractor at its discretion and only with the approval of the OGS Commissioner and any other approvals required by law.

d. Responsibility for Performance Participation in Centralized Contracts by Authorized Users is permitted upon the following conditions: (i) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than State Agencies shall be borne and is expressly assumed by such Authorized User and not by the State; (ii) a breach of the Contract by any particular Authorized User shall neither constitute nor be deemed a breach of the Contract as a whole which shall remain in full force and effect, and shall not affect the validity of the Contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether State or otherwise; (iii) for a breach by an Authorized User other than a State Agency, the State specifically and expressly disclaims any and all liability for such breach; and (iv) each non-State Agency Authorized User and Contractor guarantees to hold the State, its officers, agents and employees harmless from any liability that may be or is imposed by the non-State Agency Authorized User's or Contractor's failure to perform in accordance with its obligations under the Contract.

e. Contract Migration Authorized Users holding individual Contracts with a Contractor at the time that Contractor is awarded a Centralized Contract for the same Products shall be permitted to migrate to that Centralized Contract effective with its commencement date. Such migration shall not operate to diminish, alter or eliminate

any right that the Authorized User otherwise had under the terms and conditions of their individual Contract.

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

The Contractor may, however, offer any Authorized User 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 Authorized User and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User 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 an Authorized User unless authorized by the Commissioner 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 Authorized User's subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

27. SCOPE CHANGES The Commissioner reserves the right to require, by written order, changes to the scope of the Contract, provided that such changes do not materially alter the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed by the order, the Commissioner shall, upon notice from Contractor as hereafter stated, make an equitable adjustment in the Contract price, the delivery schedule or both and shall modify the Contract. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Commissioner decides that the facts justify it, the Commissioner may provide an adjustment without receipt of a notice from Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

28. 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.

With respect to any specific quantity stated in the Contract, the Commissioner 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 Commissioner may purchase greater or lesser percentages of Contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

29. 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 determines pursuant to his or 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, as the Commissioner in his or 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.

30. PURCHASE ORDERS Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or cancelled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor (i) in the case of formal written Purchase Orders, when placed in the mail prior to the termination of the Contract and addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification or (ii) in the case of electronic Purchase Orders or Purchasing Card purchases, when electronically transmitted to the Contractor prior to the termination of the Contract.

All Purchase Orders issued pursuant to a Contract let by the Commissioner must be identified with the appropriate Contract number and, if necessary, required State approvals. As deemed necessary, the Authorized User 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 Centralized Contracts will be placed by Authorized Users 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 Authorized User. Should an Authorized User add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within five business days of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authorized User, or fulfill the Purchase Order. Notwithstanding the above, the Authorized User reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

If, with respect to an Agency Specific Contract let by the Commissioner, a Purchase Order is not received by the Contractor within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify in writing the appropriate purchasing officer in OGS. Failure to timely notify such officer may, in the discretion of the OGS Commissioner and without cost to the State, result in the cancellation of such requirement by the OGS Commissioner with a corresponding reduction in the Contract quantity and price.

31. 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 30 calendar days after receipt of a Purchase Order by the Contractor, unless otherwise agreed to by the Authorized User and the Contractor. The decision of

the Commissioner 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 Commissioner and the Authorized User, 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 Authorized User. If compliance with the delivery time schedule is a material term of the Contract, failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

32. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Contract or by an Authorized User, 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 Authorized User shall govern.

33. 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 Authorized User 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 Authorized User. 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 Authorized User'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 the locations and/or personnel specified by the Authorized User in the Purchase Order. Any losses or delays resulting from the Contractor's failure to deliver Product to the specified locations or personnel shall be borne exclusively by the Contractor.

34. TITLE AND RISK OF LOSS FOR PRODUCTS OTHER THAN TECHNOLOGY PRODUCTS

Notwithstanding the form of shipment, title or other property interest, risk of loss for Products other than technology Products shall not pass from the Contractor to the Authorized User 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 Authorized User 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 Commissioner. Title, risk of loss, and acceptance for technology Products shall be governed by the Product Acceptance clause.

35. 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 Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for termination of Contract.

36. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of rejection by the Authorized User. 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 Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar-day period.

37. 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 Authorized User 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.

38. 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 Commissioner or Authorized User. Before installation, all proposed substitutes for the original manufacturers' installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

39. EMPLOYEES, SUBCONTRACTORS AND AGENTS All employees, Subcontractors, or agents of the Contractor performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical, and training qualifications set forth in the Contract or the Purchase Order, and must comply with all security and administrative requirements of the Authorized User that are communicated to the Contractor. The Commissioner and the Authorized

User reserve the right to conduct a security background check or otherwise approve any employee, Subcontractor, or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract or the Purchase Order. The Commissioner and the Authorized User reserve the right to reject and/or bar from any facility for cause any employee, Subcontractor, or agent of the Contractor.

40. 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 Commissioner or Authorized User (as applicable); provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. The Commissioner may waive the requirement that such consent be obtained in advance where the Contractor verifies that the assignment, transfer, conveyance, sublease, or other disposition is due to, but not necessarily limited to, a reorganization, merger, or consolidation of the Contractor's business entity or enterprise.

Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignments with the State Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request for assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the State Comptroller. Commissioner 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 OGS responsibilities for the Contract.

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

42. SUSPENSION OF WORK The Commissioner, in his or her sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the Authorized User. 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 Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

An Authorized User may issue a formal written notice for the suspension of work for which it has engaged the Contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner.

43. TERMINATION

a. For Cause For a material breach that remains uncured for more than 30 calendar days or other longer period as specified by written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User respectively. Neither the State nor an Authorized User shall be liable for any of Contractor's costs arising from the failure to perform or the termination, including without limitation costs incurred after the date of termination. Such termination shall be upon written notice to the Contractor. In such event, the Commissioner or Authorized User 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 the Commissioner for convenience upon 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 Authorized User 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 Commissioner 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 Commissioner may exercise his or her 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 Commissioner 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 Commissioner 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 Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner at the Contractor's expense where the Contractor is determined by the Commissioner to be non-responsible. In such event, the Commissioner 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 Commissioner 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.

44. 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 Commissioner in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.

The affected party shall provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 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 Commissioner 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 Authorized Users with access to Products first in order to fulfill orders placed before the force majeure event occurred. The Commissioner agrees that Authorized Users shall accept allocated performance or deliveries during the occurrence of the force majeure event.

Neither the Contractor nor the Commissioner 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 Commissioner 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 Commissioner where the delay or failure will significantly impair the value of the Contract to the State or to Authorized Users, the Commissioner 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 Commissioner 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 to the Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from performing in accordance with the Contract as changed.

45. **CONTRACT INVOICING**

a. Invoicing Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer.

Contractor shall provide, upon request of the Commissioner, 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 Commissioner. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

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

c. Payment of Contract Purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment The Authorized User 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 Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt

of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

46. **DEFAULT – AUTHORIZED USER**

a. Breach by Authorized User An Authorized User's breach shall not be deemed a breach of the Centralized Contract; rather, it shall be deemed a breach of the Authorized User's performance under the terms and conditions of the Centralized Contract.

b. Failure to Make Payment In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 30 calendar days of such delivery and acceptance, the Contractor may, upon five business days advance written notice to both the Commissioner and the Authorized User's purchasing official, 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 10 business days prior to declaring a breach of Contract by any Authorized User, by certified or registered mail, notify both the Commissioner and the purchasing official of the breaching Authorized User 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 an Authorized User may constitute a breach of the Contract, and the Authorized User may thereafter seek any remedy available at law or equity.

47. **PROMPT PAYMENTS**

a. By State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, from the receipt of a proper invoice, as determined in accordance with State Finance Law Section 179-f(2) and 2 NYCRR Part 18. The payment of interest on certain payments due and owed 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 Non-State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, or as mandated by the appropriate governing law from the receipt of a proper invoice. The terms of Article 11-A of the State Finance Law apply only to procurements by and the consequent payment obligations of State Agencies. Neither expressly nor by any implication is the statute applicable to non-State agency Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a non-State agency Authorized User.

c. 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.

48. REMEDIES FOR BREACH Unless otherwise specified by the Authorized User in a Mini-Bid or Purchase Order, in the event that Contractor fails to observe or perform any term or condition of the Contract and such failure remains uncured after 15 calendar days following written notice by the Commissioner or an Authorized User,

the Commissioner or an Authorized User may exercise all rights and remedies available at law or in equity. Notwithstanding the foregoing, if such failure is of a nature that it cannot be cured completely within 15 calendar days and Contractor shall have commenced its cure of such failure within such period and shall thereafter diligently prosecute all steps necessary to cure such failure, such 15-day period may, in the sole discretion of the Commissioner or the Authorized User, be extended for a reasonable period in no event to exceed 60 calendar days. It is understood and agreed that the rights and remedies available to the Commissioner and Authorized Users in the event of breach shall include but not be limited to the following:

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

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 Authorized User.

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 Centralized Contract, Authorized Users may, at their 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 Authorized User 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 ordering Authorized User 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 Authorized User 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 Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, damages, etc., that arise from the administration of the Contract.

49. 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.

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

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

51. 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 Authorized User, and therefore are not entitled to any of the benefits associated with such employment.

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

53. 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 Authorized User, as necessary to ensure delivery or performance of Product.

54. WARRANTIES

a. Product Performance Contractor hereby warrants and represents that the Products acquired by the Authorized User 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 Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify Authorized Users and hold Authorized Users harmless 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 substantially free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one year from the date of acceptance, whichever is longer (the "Product warranty period").

During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished

individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. 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 Authorized User shall in no event be liable or responsible therefor.

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

Where Contractor, Third-Party Software vendor, or other third-party manufacturer markets any Product with a standard commercial warranty that goes beyond the Product warranty or extended warranty periods, Contractor shall notify the Authorized User and pass through the standard commercial warranty to Authorized User 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 an Authorized User without Contractor's approval.

d. Virus Warranty The Contractor represents and warrants that any Product acquired under the Contract by the Authorized User does not contain any known Viruses. Contractor is not responsible for Viruses introduced at an Authorized User'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 the applicable industry standards, if any. The Authorized User must notify Contractor of any services warranty deficiencies within 90 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 Authorized User shall promptly notify the Contractor and the Commissioner 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 Authorized Users.

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

55. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all applicable laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any extensions thereof, Contractor must establish to the satisfaction of the Commissioner 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 Commissioner to terminate or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. 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.

56. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold the Authorized Users harmless from suits, actions, proceedings, claims, losses, damages, and costs (including reasonable attorney fees) of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation;

provided, however, that the Contractor shall not be obligated to indemnify an Authorized User 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 the Authorized User.

The Authorized User 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 an Authorized User, (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 Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User 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 Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User 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.

57. INDEMNIFICATION RELATING TO INFRINGEMENT

The Contractor shall also defend, indemnify and hold the Authorized Users 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 the Authorized User or by someone other than Contractor at the direction of the Authorized User without Contractor's approval; provided, however, that the Contractor shall not be obligated to indemnify an Authorized User 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 the Authorized User.

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

If usage of a Product shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its

own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User 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 Authorized User is given a refund for any amounts paid for the period during which usage was not feasible.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the Product under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User 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 Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User 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. This constitutes the Authorized User's sole and exclusive remedy for infringement of a patent, copyright, trademark, trade secret, or other proprietary right.

58. 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 Authorized User's claim or (ii) five hundred thousand dollars (\$500,000), whichever is greater.

b. The Authorized User 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 Authorized User unless Contractor at the time of the presentation of claim shall demonstrate to the Authorized User'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 Authorized User 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 Authorized User, the Contractor, or by others.

59. DISPUTE RESOLUTION PROCEDURES

It is the policy of OGS to provide interested parties, as defined in the OGS Dispute Resolution Procedures, with an opportunity to

administratively resolve disputes, complaints or inquiries related to Solicitations, contract awards and contract administration. OGS encourages interested parties to seek resolution of disputes through consultation with OGS staff. All such matters shall be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Dispute Resolution Procedures may be obtained by contacting the designated contact for the Solicitation, the Contract manager, or at the OGS website. OGS reserves the right to change the procedures set forth in the Dispute Resolution Procedures without seeking a Contract amendment.

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

60. 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 (e.g., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation, virtual partition). Licensee shall have the right to use those modifications or customizations of the Product that have been purchased by Licensee and to distribute such modifications or customizations for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications or customizations, 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.

Licensee and Contractor may agree to alternative licensing rights (e.g., subscription, term, virtual) for specific Products used by the Contractor in performing the services, provided such agreement is reached prior to Bid, Mini-Bid, RFQ, or Contract award, as applicable. Such licensing rights will be specified in an applicable Purchase Order or other document approved by Licensee and Contractor.

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. Product Documentation Contractor shall provide Product Documentation electronically to Licensee at no charge. If Product Documentation is made available to customers in hard copy, Contractor shall provide at no charge one hard copy.

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

d. Product Technical Support & Maintenance 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 Centralized Contract term. Contractor shall fully disclose all terms and conditions of maintenance available to Licensee, including the extent to which updates, upgrades, revisions, and new releases are included in maintenance. Maintenance terms and any renewals thereof are independent of the expiration of the Centralized Contract term and shall not automatically renew.

Unless otherwise provided by written agreement between the Contractor and Licensee, maintenance offered shall include, at a minimum, (i) the provision of Error Corrections, updates, enhancements, revisions, Patches, and upgrades to Licensee, and (ii) help desk assistance at no additional cost, either by toll-free telephone

or on-line functionality. Contractor shall maintain the Product so as to provide 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 maintenance term.

Licensee 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 Licensee does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount that would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates. Contractor shall submit written notification to Licensees of the upcoming maintenance end date no later than 60 calendar days prior to such maintenance end date.

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 within Agencies, between Agencies, and pursuant to governmental restructuring or reorganization ("permitted license transfers"). Licensees do not have to obtain the approval of Contractor for permitted license transfers, but must give 30 days prior written notice to Contractor of such moves 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 Third Parties Third parties 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 third party, Site of intended use of the Product, and means of access; and (ii) such third party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement, which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and (iii) such third party maintains a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for 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.

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; (ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage; (iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. The phrase "cold site storage" means a restorable back-up copy of the Product not to be installed until the need for disaster recovery arises. The phrase "disaster recovery" means the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development. Contractor shall fully disclose all archival back-up and disaster recovery options available to Licensee (e.g., cold, warm, and hot back-up), including all terms and conditions, additional charges, or use authorizations associated with such options.

h. Confidentiality Restrictions If any portion of the Product or Product Documentation contains confidential, proprietary, or trade secret information, the Contractor shall identify such information in writing to the Licensee. The terms of Licensee's use and disclosure of such information shall be governed by a written agreement between the Contractor and the Licensee, which, in the case of Licensees that are State or local governmental entities, recognizes that they are subject to the New York Freedom of Information Law.

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 the Export Administration Regulations (EAR) or the International Traffic in Arms Regulations (ITAR).

61. PRODUCT ACCEPTANCE Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, an Authorized User shall have 30 days from the date of delivery to accept hardware Products and 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 Authorized User 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 Authorized User 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 otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data to be specified by Authorized User. Where using its own data or tests, Authorized User must have the tests or data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, which shall be made part of the Contractor's standard documentation and shall be covered by the Product warranty. The test data shall remain accessible to the Authorized User 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, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional 30 day increment. Authorized User 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 Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, if the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have 30 days to correct the deficiency, and the Authorized User shall have an additional 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, Authorized User, 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 Authorized User 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 Authorized User'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 Authorized User within ten calendar days of notification of non-acceptance by the Authorized User. Rejected items not removed by the Contractor within the ten calendar day period shall be regarded as abandoned by the Contractor and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any costs incurred in storage or effecting removal or disposition after the ten calendar day period.

62. 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. Contractor may conduct such audits remotely or on Site. If conducted remotely and if Contractor makes a license management program available, the Licensee agrees to install such program and use it within a reasonable period of time, provided such program meets Licensee's security or other requirements. If conducted on Site: (i) Contractor shall give Licensee at least 30 days advance written notice, (ii) such audit shall be conducted during Licensee's normal business hours, (iii) the audit shall be conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three auditing/accounting firms from which the Licensee will select one; and (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. 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.

In the event of an on-Site audit, the Software Alliance, Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) may not be used directly or indirectly to conduct such audit, nor may such entities be recommended by Contractor.

63. NO HARDSTOP OR PASSIVE LICENSE MONITORING

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

64. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

This clause shall apply where Contractor is commissioned by the Authorized User to furnish project deliverables as detailed in the Purchase Order.

a. Definitions

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

(ii) For purposes of this clause, "Existing Products" means 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" means Products, preliminary, final, or otherwise, that are created or developed by Contractor, its Subcontractors, partners, employees, or agents for Authorized User under the Contract.

b. Title to Project Deliverables Unless otherwise specified in writing in the Purchase Order, the Authorized User shall have ownership and license rights as follows:

(i) Existing Products:

1. Hardware - Title and ownership of Existing hardware Products shall pass to Authorized User upon acceptance.

2. Software - Title and ownership to Existing software Products delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other Third-Party Software vendor ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the Third-Party Software vendor. Effective upon acceptance, such Product shall be licensed to Authorized User in accordance with the Contractor or Third-Party Software vendor's standard license

agreement; provided, however, that such standard license, must, at a minimum: (a) grant Authorized User a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Authorized User as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Authorized User's satisfaction) and distribute Existing Licensed Product to the Authorized User 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 Authorized User'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 Authorized User is a State Agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the Third-Party Software vendor's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User 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 Authorized User the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor's business. Authorized User 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 Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purposes 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 Authorized User. The Authorized User shall make the sole determination of the acceptability of any financing proposal. The Authorized User 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, Authorized User 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 Authorized User 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 Authorized User'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 Authorized User's sale or other transfer of Custom Products which were acquired by the Authorized User 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 Products, 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 Authorized User which complies with the terms of this clause.

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

65. 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; (ii) a written confirmation from the proprietary owner accepting Product invoice as proof of license; or (iii) other similar proof of license. All proofs of license must be in a form acceptable to the Licensee.

66. 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 Commissioner 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 similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) at Licensee's option, and in order to enable Licensee to continue the use and maintenance of the Product, provide Licensee with a Product replacement or migration path with at least equivalent functionality at no additional charge, provided that Licensee is under contract for maintenance on the date of notice and Contractor is offering such replacement or migration path to all of its similarly situated, supported customers without additional charge.

In the event that the Contractor is not the Product manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five 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 Commissioner and each Licensee 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 similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) shall submit the proposed rebundling change to the Commissioner 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.

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