



APPENDIX E: HOW TO USE THIS CONTRACT

AMENDMENT TO CONTRACT CMR524A

BETWEEN

THE NEW YORK STATE OFFICE OF GENERAL SERVICES

AND

**NEW YORK STATE TECHNOLOGY ENTERPRISE CORPORATION
(NYSTEC)**



Effective Date: October 1, 2013

NYS Executive Agencies and Authorized Users shall follow the process outlined below to contract for NYSTEC services, including the steps NYS agencies follow to secure Office of Information Technology Services (ITS) and the Division of the Budget (DOB) approvals. This process serves two overall goals: 1) the creation of a clear, sound Statement of Work (SOW) for each engagement and 2) a speedy "time to market" for completion of technology projects so Authorized Users can realize project benefits as quickly as possible.

All Authorized Users are advised that this Amendment to Contract CMR524A which is effective October 1, 2013 includes several changes to the terms, conditions, and hourly bill rates of this contract. OGS requests that Authorized Users pay special attention to the following changes:

- Transition from "Not-to-Exceed" Bill Rates to fixed Hourly-Bill Rates
- Inclusion of Job title definitions with corresponding experience and education requirements
- Standardized Insurance Requirements
- CPI Adjustments
- Updated Consultant Replacement language
- Confidentiality and Non-Disclosure Requirements
- Limitations on Subcontracting

A Statement of Work that was fully executed by NYSTEC and the Authorized User prior to October 1, 2013, shall be governed by the Contract terms and conditions in effect immediately prior to the effective date of this Amendment.

A Statement of Work that was fully executed by NYSTEC and the Authorized User on or after October 1, 2013 shall be governed by the Contract terms and conditions in this Amendment.

Process for NYS Executive Agencies

1. A New York State Executive Agency (Agency) contacts NYSTEC with an identified project need or opportunity consistent with the intent and scope of this Agreement. NYSTEC subject matter experts and Agency staff shall confer to clarify expectations regarding the scope and desired outcomes for the proposed project.
2. NYSTEC, at no cost to the Agency, will develop an SOW that identifies the steps, resources and timing required to accomplish the proposed project together with proposed tasking and a schedule. The SOW shall include the following:
 - a. Technical Proposal which shall include the following:
 - i. Project Schedule: MS Project Plan or equivalent with time intervals allocated for each process and/or task.
 - ii. Prescribed reporting, inspection and/or audit requirements.
 - iii. All deliverables associated with the project.
 - iv. Acceptance process and criteria for all deliverables and/or efforts performed by NYSTEC.
 - v. Demonstration that the staff proposed meets the job title requirements.
 - b. Cost Proposal which shall include the following:
 - i. Detailed description of and basis for costs that shall include the following:
 1. Total Not-to-Exceed Cost.
 2. For Time and Materials Agreements, NYSTEC shall provide the number of hours per individual and job title broken out by both Agency Contract Year (e.g., for a project starting on 11/15/13, Contract Year 1 would begin on 11/15/13 and run through

11/14/14) and NYSTEC fiscal year. See the attached sample table illustrating this detail.

3. For Fixed Price Engagements, NYSTEC shall provide a detailed description of tasks, deliverables, and associated payment points.
4. If travel and/or other direct costs are included in the Cost Proposal, NYSTEC shall provide detailed backup indicating how the costs were estimated.
5. Reference to similar engagements as applicable.

ii. Payment Schedule

1. For Time and Materials Agreements, Agencies are reminded that NYSTEC may not invoice more frequently than once per month.
2. Where determined by the Agencies, the amount of retainage/performance assurance to be applied and the procedures for release of retainage/performance assurance.

iii. Certification that the rates are the same as those provided per the terms of OGS Contract CMR524.

3. The Agency reviews NYSTEC's proposed SOW and collaborates with NYSTEC to make any refinements/adjustments that may be necessary to ensure that the proposed project parameters align with the Agency's expectations. The development of the SOW may go through multiple iterations to ensure a mutual and clear understanding of the Agency's needs and objectives. The Agency shall inform NYSTEC of any additional or required language as a condition of funding and/or Agency requirements.
4. The Agency submits the mutually agreed-upon SOW to ITS to secure the requisite Plan to Procure (PTP) approval as required. Information on the PTP process may be found at the following link: <http://its.ny.gov/ptp>.
5. Upon PTP approval, the Agency will then submit the proposal to the Division of the Budget for B-1184 approval as required.
6. After securing ITS and DOB approvals, the Agency will request a signed SOW from NYSTEC (if not requested already) and acquire formal internal Agency signature approval.
7. Upon internal Agency signature and approval, the executed SOW shall be submitted to the Office of the State Comptroller (OSC) for final review and approval. The Agency shall follow all procedures necessary for OSC approval as required by State Finance Law.

Process for Authorized Users Other than Executive Agencies

1. The Authorized User contacts NYSTEC with an identified project need or opportunity consistent with the intent and scope of this Agreement. NYSTEC subject matter experts and the Authorized User staff shall confer to clarify expectations regarding the scope and desired outcomes for the proposed project.
2. NYSTEC, at no cost to the Authorized User, will develop a Statement of Work (SOW) that identifies the steps, resources and timing required to accomplish the proposed project together with proposed tasking and schedule. The Statement of Work shall include the following:
 - a. Technical Proposal which shall include the following:
 - i. Project Schedule: MS Project Plan or equivalent with time intervals allocated for each process and/or task
 - ii. Prescribed reporting, inspection and/or audit requirements.
 - iii. All deliverables associated with the project.

- iv. Acceptance process and Criteria for all deliverables and/or efforts performed by NYSTEC.
- v. Demonstration that the staff proposed meets the job title requirements.

b. Cost Proposal which shall include the following:

i. Detailed description of and basis for costs that shall include the following:

- 1. Total Not-to-Exceed Cost
- 2. For Time and Materials Agreements, NYSTEC shall provide the number of hours per individual and job title. NYSTEC shall also provide the detail broken out by Authorized User Contract Year (e.g., for a project starting on 11/15/13, Contract Year 1 would begin on 11/15/13 and run through 11/14/14), NYSTEC fiscal year, and any other format as required by the Authorized User (e.g. grant funding cycles, federal cycles, etc.). See the attached sample table illustrating this detail..
- 3. For Fixed Price Engagements, NYSTEC shall provide a detailed description of tasks, deliverables, and payment points associated.
- 4. If travel and/or other direct costs are included, NYSTEC shall provide detailed backup indicating how travel cost was estimated.
- 5. Reference to similar engagements as applicable.

ii. Payment Schedule

- 1. For Time and Materials Agreements, Authorized Users are reminded that NYSTEC may not invoice more frequently than once per month.
- 2. Where determined by the Authorized User, the amount of retainage/performance assurance to be applied and the procedures for release of retainage/performance assurance

iii. Certification that the rates are the same as those provided per the terms of OGS Contract CMR524.

- 3. The Authorized User reviews NYSTEC's proposed SOW and collaborates with NYSTEC to make any refinements/adjustments that may be necessary to ensure that the proposed project parameters align with the Authorized User's expectations. The development of the SOW may go through multiple iterations to ensure a mutual and clear understanding of the Authorized User's needs and objectives. The Authorized User shall inform NYSTEC of any additional or required language as a condition of funding and/or agency requirements.
- 4. The Authorized User will then request a signed SOW from NYSTEC and obtain final Authorized User internal signature approvals.
- 5. The contract approval process for the Authorized User shall be followed. When the SOW has been fully signed and has received all required approvals, the Authorized User shall notify NYSTEC and provide documentation of the approval.

PUBLIC OFFICERS LAW

NYSTEC and its staff shall at all times comply with the requirements of the New York State Public Officers Law, all other appropriate provisions of New York State Law and all resultant codes, rules and regulations from State laws establishing the standards for business and professional activities of State employees and governing the conduct of employees of firms, association and corporations in business with the State.