

## Attachment D – How to Use Aggregate Agreement 18-02

This document provides Authorized Users with instructions on how to use the Information Technology Umbrella Contract – Manufacturer Based (Statewide) Law Enforcement Records Management System Aggregate Agreement 18-02 (“Aggregate Agreement”).

All Law Enforcement Records Management System (RMS) Products and services offered by the Contractor in Attachment A - Pricing Pages are subject to the terms of the Aggregate Agreement and the Contractor’s Information Technology Umbrella Contract – Manufacturer Based (Statewide) Contract PM67350 (“Contract”) which is incorporated into the Aggregate Agreement. An Authorized User must familiarize itself with the terms and conditions of both the Manufacturer Contract and this Aggregate Agreement and must adhere to the terms and conditions of the Aggregate Agreement. Authorized Users must follow these How to Use Aggregate Agreement 18-02 procedures when procuring Products from RFQ 18-02.

Additional general procurement information is available at the New York State Office of General Services Procurement Services website <http://www.ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM>.

Authorized Users are cautioned that at-risk work is strictly prohibited. No work is to be undertaken by the Contractor prior to receipt of the executed Authorized User Agreement.

Authorized Users may contact the OGS Contract manager with any questions, concerns, or clarifications:  
[OGS.sm.ps.Aggregatebuy@ogs.ny.gov](mailto:OGS.sm.ps.Aggregatebuy@ogs.ny.gov)

The Office of the State Comptroller retains the right to post-audit any procurement, including those executed under this Aggregate Agreement. Authorized Users are reminded to maintain a complete procurement record.

### Section 1. GENERAL INFORMATION

#### 1.1 AGREEMENT SCOPE

This Aggregate Agreement establishes a purchasing vehicle for Authorized Users which meet the Glossary definition of a Law Enforcement Agency (“LEA”) to acquire a Law Enforcement Records Management System (“RMS”) and related Implementation Services, at the prices specified in Attachment A- Pricing Pages. For the purpose of this Aggregate Agreement, LEA is defined as follows:

A “Law Enforcement Agency” (LEA) shall be defined as any agency or department of the State, County, or local government which employs police officers as defined in Criminal Procedure Law section 1.20(34) **OR** has as its principal functions the prevention, detection or investigation of crimes; identification, apprehension, detention, prosecution, adjudication, or supervision of accused individuals, criminal offenders or other persons of interest; enforcement of the general criminal laws of the State; or crime analysis. Examples of State LEAs include NYSP and DEC. Examples of local LEAs include municipal police and county prosecutors.

OGS issued RFQ 18-02 to all Contractors and their resellers under Award 22802 – Lots 1 and 4 on behalf of the New York State Police and Authorized Users who are LEAs operating within New York State to establish an award for purchase of a modern Law Enforcement Records Management System (RMS) and related Implementation Services that will be an on-premise software solution. The scope of the RFQ included a Law Enforcement RMS for the New York State Police. For the purposes of making an award, OGS used the NYSP RMS project to establish reasonableness of price and to establish a baseline RMS configuration.

Terms and conditions of the Aggregate Agreement were created based on the NYSP RMS requirements and specifications. These requirements and specifications are provided in this Aggregate Agreement as a baseline for all LEAs to implement a RMS. However, purchases under the Aggregate Agreement by Authorized Users other than the NYSP may have different project requirements and deliverables unique to the Authorized User’s project.

This Aggregate Agreement is for an on-premise software solution. All access or storage to Data, physical or virtual, must be performed from within the Continental United States. The Contractor shall not send or permit to be sent, or store to any location outside of the Continental United States, any Data related to any projects under this Aggregate Agreement.

No contractor-provided hardware is allowed. All Software and Implementation Services must be from the Aggregate Agreement price list (see Attachment A – Pricing Pages).

The Authorized User should review the State's minimum security requirements in Attachment E, RMS Attachment 3 – System Requirements as well as the CJIS security policy requirements (<http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view>) and may require the Contractor to comply with additional security requirements.

## **1.2 AUTHORIZED USER AGREEMENT TERM.**

Except as permitted below, Authorized User Agreements cannot extend 12 months past the expiration of Contract PM67350.

Lot 1 – Software

Pre-paid Maintenance/Support services within an Authorized User Agreement that is fully executed prior to the expiration of Contract PM67350 shall survive the expiration date of Contract PM67350 no longer than 60 months.

Lot 4 - Implementation Services

Authorized User Agreements fully executed prior to the expiration of Contract PM67350 shall survive the expiration date of Contract PM67350 based on the term of the Authorized User Agreement. An Authorized User Agreement for Lot 4, including any extensions, shall be no longer than 60 months in duration

## **Section 2. RMS AGREEMENT COMPONENTS**

The Aggregate Agreement 18-02 is composed of the following documents:

### **2.1 BASE AGREEMENT.**

The Aggregate Agreement document contains terms and conditions established for Authorized Users.

### **2.2 ATTACHMENT A, PRICING PAGES.**

This Attachment contains not to exceed pricing for Software licenses, Software maintenance and support and Implementation Services that have been negotiated in the Aggregate Agreement for the use of Authorized Users. Authorized Users are encouraged to request additional discounts at the time of a transaction.

### **2.3 ATTACHMENT B, GLOSSARY OF TERMS.**

This Attachment contains the definitions of defined terms for the Aggregate Agreement.

### **2.4 ATTACHMENT C, SAMPLES, FORMS AND SPECIFICATIONS.**

For Authorized User reference, this Attachment provides the sample forms and supporting information provided by the NYSP for their RMS as part of RFQ 18-02. An Authorized User is not necessarily required to provide the same type of documentation and may need to provide different documentation based on its individual RMS needs. Authorized User should consult with Contractor to determine any documentation needed.

### **2.5 ATTACHMENT D, HOW TO USE.**

This document.

### **2.6 ATTACHMENT E, RFQ 18-02 TECHNICAL RESPONSE FROM THE CONTRACTOR.**

Pertinent portions of the technical proposal received from the Contractor to RFQ 18-02 have been provided as a baseline for Contractor obligations and RMS terms and conditions that may be included by an Authorized User when developing an Authorized User Agreement under this Aggregate Agreement. Authorized User can include different or additional requirements based on its RMS needs.

## **2.7 ATTACHMENT F, SALES REPORT FORM.**

This Attachment is for use by the Contractor to report sales to Authorized Users under this Aggregate Agreement.

## **2.8 ATTACHMENT G, AGREEMENT MODIFICATION PROCEDURES.**

This Attachment is for use by the Contractor when requesting modifications to the Aggregate Agreement.

## **2.9 ATTACHMENT H, CONTRACTOR INFORMATION.**

This Attachment provides contact information for the Contractor, Niche Technology Inc.

# **Section 3. HOW TO PURCHASE FROM AGGREGATE AGREEMENT 18-02**

## **3.1 GENERAL**

This Aggregate Agreement is an aggregate buy, and Authorized Users do not need to send out a Request for Quote to purchase under this Aggregate Agreement. This Aggregate Agreement defines a standard set of terms and conditions, establishing a baseline which applies to all Authorized User Agreements under this aggregate buy. Authorized Users are permitted to add other terms and conditions to an Authorized User Agreement as long as no such term or condition is less favorable to the Authorized User.

Authorized Users must utilize Attachment A, Pricing Pages and work with the Contractor to develop an Authorized User Agreement for the project, including but not limited to: a Statement of Work, including a payment schedule and list of deliverables based on the Authorized User's project requirements. After finalizing the Authorized User Agreement with the Contractor, the Authorized User may issue a Purchase Order to the Contractor.

### **3.1.1 Statement of Work - Project Requirements**

#### **3.1.1.1 Deliverables**

Deliverables shall be structured towards the goal of successful implementation of a fully functional RMS that can be tested and approved by the Authorized User. The Contractor must work with the Authorized User to ensure that all the deliverables are met using standard NYS infrastructure elements and policies located in RMS Attachment 3 – System Requirements (included in Attachment E) or as otherwise specified in the Statement of Work developed between the Authorized User and the Contractor. Additionally, the solution shall be in compliance with all CJIS security policies.

For the purpose of this Aggregate Agreement, fully functional means the following:

- Containing the functionality as outlined in the Contractor's response in RMS Attachments 1 (Functional Requirements), 2 (Integration Requirements), 3 (System Requirements), 4 (Legacy Data Access Plan) included in Attachment E; and
- The mechanism to access any legacy data for the Records Management System has been successfully implemented and the software has been delivered, installed and accepted for the test and production systems; and
- Acceptance and performance testing have been completed to successful resolution, with all requirements proven, and agreed upon features and interfaces have been implemented; and
- The production system has been implemented and all Day 1 agreed upon RMS functionality have been transitioned to the new RMS. Day 1 functionality will be negotiated and agreed upon between the Contractor and the Authorized User.

The deliverables may include, but are not limited to the following:

1. Contractor shall develop a detailed project schedule and project plans (staffing, communications, change management and risk management) based on best practices and obtain plan approval from the designated Authorized User Project Manager. At this time, the Contractor will provide the resume for its appointed Project Manager.
2. Contractor shall design and document the unit, integration and performance tests and obtain approval for each module from the designated Authorized User Project Manager, and complete successful installation of software in the development environment.

3. Contractor shall configure the application modules, build interfaces, execute the approved test plans for each module and obtain sign-off from the Authorized User Project Manager. This should include deployment of system ready for user acceptance testing and Authorized User acceptance of the training plan.
4. Following the successful completion of User Acceptance Testing of all modules, along with the acceptance of the results by the Authorized User Project Manager, Contractor shall coordinate and execute the implementation and stabilization of all application modules and interfaces that were agreed to during the project plan into the Authorized User's production environment.
5. Contractor shall successfully transfer application design, any additional code (i.e. interfaces) and operations knowledge to Authorized User staff (Train-the-trainer) and provide a support plan and obtain approval from the Authorized User Project Manager.
6. Contractor shall complete the implementation of a fully functional RMS.
7. In the 90 days after successful system implementation and Transition, Contractor shall repair all system defects to the satisfaction of the Authorized User.

### 3.1.1.2 Project Engagement Payment Schedule

The Contractor shall be paid in accordance with the total proposed project cost, excluding maintenance costs, identified in the Authorized User Agreement. For the purposes of the payment schedule, total proposed project cost excludes maintenance cost as identified in the Authorized User Agreement. Maintenance costs shall be paid to the Contractor in the year maintenance is performed or in accordance with the terms agreed to with the Authorized User.

The percentages of the total proposed project cost, which will be paid to the Contractor after acceptance by the Authorized User of each completed deliverable, shall be as follows:

- 10% of the total proposed project cost (excludes maintenance cost) shall be payable after delivery and acceptance of project management plans (project schedule, staffing management, risk management, change management, communication plans)
- 10% of the total proposed project cost (excludes maintenance cost) shall be payable after successful installation of Software in the Authorized User's Development Environment for configuration and delivery and acceptance of test plan
- 10% of the total proposed project cost (excludes maintenance cost) shall be payable after deployment of system ready for user acceptance testing and acceptance of training plan, if required by the Authorized User
- 10% of the total proposed project cost (excludes maintenance cost) shall be payable after completion of any interfaces agreed to in the Statement of Work
- 10% of the total proposed project cost (excludes maintenance cost) shall be payable after any required training is complete
- 30% of the total proposed project cost (excludes maintenance cost) shall be payable after successful system implementation and transition
- 20% of the total proposed project cost (excludes maintenance cost) shall be payable 90 days after successful system implementation and transition and all system defects have been repaired to the satisfaction of the Authorized User.

The Authorized User reserves the right to adjust the above payment schedule in the Authorized User Agreement executed with the Contractor.

### 3.1.1.3 Software Maintenance and Support Fees

Per Section 59 of Appendix B to Contract PM67350, there shall be a warranty period of 365 calendar days for all Authorized User Agreement projects. The first year of software maintenance and support will be included under the warranty at no additional cost and begins following the acceptance of the RMS by an Authorized User. No software maintenance or support fees shall be charged to the Authorized User during the warranty period. Subsequent years following the warranty period will be billed by the Contractor on an annual basis at the applicable rate for software maintenance and support specified in Attachment A, Pricing Pages.

#### 3.1.1.4 Project Manager/Key Personnel

Section 5.2, Project Manager of the Aggregate Agreement allows for the Authorized User to specify the requirements for a Project Manager. The Authorized User must determine their Project management and other key personnel requirements and describe all requirements in the Authorized User Agreement.

Unless otherwise agreed to by the Authorized User in the Authorized User Agreement, the Contractor must provide a full-time Project Manager dedicated to each Authorized User project.

For the purposes of the Authorized User Agreement, the Project Manager shall be designated as key personnel and therefore must meet the following criteria and responsibilities:

- Criteria and responsibilities defined in the Section “Staffing Changes within Authorized User Agreement” of the Contract PS67350.
- The proposed Project Manager submitted by the Contractor should have experience within the last five (5) years managing projects involving the implementation of law enforcement RMS. Two of those years must be with the Contractor’s COTS RMS application.
- Unless otherwise specified in the Authorized User Agreement, the Project Manager must be available during normal business hours (M-F, 8 AM-5 PM EST). The final schedule for the Contractor’s Project Manager will be approved by the Authorized User.
- Should a Contractor staff member need to be replaced at any time, any associated cost will be borne by the Contractor.

#### 3.1.2 Statement of Work - Technical Requirements

Attachment E, Technical Response from the Contractor provides the technical proposal offered by the Contractor to the project used as the benchmark to establish this Aggregate Agreement. An Authorized User should review the functionality described and the plans proposed by the Contractor in Attachment E and may use the information as a baseline when developing its Authorized User Agreement. The Contractor is bound by the baseline terms and conditions unless the Authorized User includes changes or additions in the Authorized User Agreement.

An Authorized User should review the following Attachments to determine if changes are necessary to meet their specific project requirements and the suitability for inclusion of these specifications and plans in their Authorized User Agreement as part of the Statement of Work.

##### 3.1.2.1 Functional Requirements

See Attachment E, RMS Attachment 1, Functional Requirements Niche Response for the Contractor’s response to the requirements described in RFQ 18-02. Authorized User may specify additional requirements necessary to satisfy the specific project needs related to the functionality of the system.

##### 3.1.2.2 Integration Requirements

See Attachment E, RMS Attachment 2, Integration Requirements Niche Response for the Contractor’s response to the requirements described in RFQ 18-02. Authorized User should note that the NYSP project used to establish a benchmark for this Aggregate Agreement required 22 integrations to the Niche RMS. Authorized Users should review their project needs against the integration requirements included in Attachment E, RMS Attachment 2.

##### 3.1.2.3 System Requirements

See Attachment E, RMS Attachment 3, System Requirements Niche Response for the Contractor’s response to the requirements described in RFQ 18-02. Authorized User may specify additional requirements necessary to satisfy the specific project needs related to system requirements.

##### 3.1.2.4 Legacy Data Access Plan

See Attachment E, RMS Attachment 4, Legacy Data Access Plan Niche Response for the Contractor’s response to the requirements described in RFQ 18-02. Authorized User may specify additional requirements necessary to satisfy the specific needs for legacy Data access.

The Legacy Data Access Plan should include, but not be limited to:

- detailed information on the technical approach to be utilized,
- a description of how the data and search results will be visually represented from an end user perspective.

### 3.1.2.5 Quality Management/Acceptance Testing Plan

See Attachment E, RMS Attachment 5, Quality Management/Acceptance Testing Niche Response for Contractor's response to the requirements described in RFQ 18-02. Authorized User may specify additional requirements necessary to satisfy the specific project needs for quality management and acceptance testing.

The Quality Management/Acceptance Testing Plan should include, but not be limited to:

- a test strategy document which defines:
  - the level of testing to be performed,
  - the roles and responsibilities of the Contractor and Authorized User,
  - milestones and artifacts requiring Authorized User approval with timeframe for review and feedback
- a test plan which includes expected results and validation techniques, including but not limited to:
  - performance
  - functionality
  - interoperability
  - backup
  - restore
  - high availability
- acceptance testing participation by both the Contractor and Authorized User
- a full and complete audit trail for all acceptance testing and the requisite reporting from the audit trail in compliance with all of the Authorized User's security policy requirement.

### 3.1.2.6 Support Plan

See Attachment E, RMS Attachment 6, Support Plan Niche Response for Contractor's response to the requirements described in RFQ 18-02. Authorized User may specify additional requirements necessary to satisfy the specific project needs for support.

The plan may include the following with the level of detail that meets the requirements of the Authorized User:

- Definitions of the roles and responsibilities of both the Contractor and Authorized User, related to the support and maintenance of the proposed solution 24/7/365.
- Descriptions of Contractor's solution's system alerts, monitoring and management tools (indicating if these tools are COTS or customized) that would be available to Authorized User (e.g. Tivoli, NMON, Splunk Inc., etc).
- An outline of proposed diagnostic procedures, facilities and tools or utilities available to Authorized User support staff for the analysis of software problems.
- Descriptions of Contractor's documentation of historical problems and resolutions.
- A chart of Contractor's entire support organization that includes all support tiers and staffing levels (e.g. Help Desk, application support, Database Administration, etc).
- Description of Contractor's status reporting capabilities for ongoing incidents.
- Contractor's communication strategy to periodically report support-related statistics, (e.g., trouble calls, system health and Contractor support performance metrics).
- Escalation procedures and guidelines for Authorized User support staff to follow for contacting Contractor if problems are not resolved in a timely manner.  
Support plan details that include a comprehensive, traceable list of Contractor's standard criteria and priority levels for support issues received from the Authorized User.

### 3.1.2.7 Project Plan

See Attachment E, RMS Attachment 7, Project Plan Niche Response for Contractor's response to the requirements described in RFQ 18-02. Authorized User may specify additional requirements necessary to satisfy the specific project needs.

Contractor shall, if requested by the Authorized User:

- Provide a project scope description which defines all work to be performed by the Contractor to meet the project deliverables and requirements of the RMS as stated within the content of the Authorized User Agreement.
- Include a comprehensive Project Schedule which shall include a detailed list of the tasks and the resources (e.g., Contractor and Authorized User), timeframes, all deliverables and dependencies for each task. All critical milestones, deliverables, tasks, timeframes, dependencies and the schedules' critical path shall be clearly delineated within the Project Schedule and the defined milestones and delivery dates.
- Provide a narrative description of the Project Plan for implementation that includes:
  - Tasks, resources, timeframes, deliverables and dependencies
  - Expected date of completion of the preparation of hardware by NYS for all environments proposed by the Contractor,
  - The delivery and deployment of the proposed RMS application including interfaces
- Clearly delineate roles and responsibilities of both the Contractor and Authorized User for all phases of the project. Staff requirements for both Contractor staff and corresponding Authorized User staff required to implement the RMS solution shall be identified, including category of skill, skill set expectation, number of people by skill set and number of hours for each skill. The Contractors shall clearly articulate the number and type of staff for the entire project and differentiate the roster between their implementation team and their post-implementation support/maintenance team.
- Provide the names and resumes of the Contractor key project staff assigned to the project that will work directly with the Authorized User's designated representative.
- Provide a risk management plan to demonstrate its capacity to anticipate and minimize risk. The Plan shall clearly articulate the methods to be utilized in the identification of potential risks; the procedures utilized to predict the likelihood that a risk will occur; the methods for quantifying the potential impact to the project; and, the methods for development of action plans to mitigate the impact of that risk occurrence.
- Provide a change management plan that will describe the process for making any adjustment to any aspect of the project plan or to any already approved deliverable(s). This includes anything formally documented in the project plan, or any deliverable produced during the project. The change management plan should include:
  - Definition of change for this project,
  - Standard template for change requests,
  - Description of change request process flow
  - Identification of roles and responsibilities of both NYS and the contractor project team members within the change process,
  - Timeframe (number of business days) allowed for a change request to be approved or rejected,
  - Process to follow if no timely decision on approval or rejection of a change request is made.
- The Contractor shall provide a communications plan that describes how communications will be managed on the project including:
  - Identification of all Contractor and Authorized User roles and channels for communication,
  - Project information collection and storage procedures,
  - Project information dissemination procedures,
  - The distribution structure, specifically detailing what, how, and when information will be shared with Authorized Users,
  - The method by which information will be accessed if it is needed between regularly scheduled communications.

### 3.1.2.8 Training Plan

See Attachment E, RMS Attachment 8, Training Plan Niche Response for Contractor's response to the requirements described in RFQ 18-02. Authorized User may specify additional requirements necessary to satisfy the specific project needs for Training.

The training plan should include but is not limited to all requirements listed below:

- Contractor instructors are experienced trainers that have extensive knowledge of their RMS solution;
- Contractor personnel are available onsite for a limited number of end user training sessions to assist Authorized User Train-the-Trainers in fine-tuning their training sessions and assist in the early stages of training; the schedule, location and duration characteristics shall be determined during the development of the detailed implementation plan but will be based on the data provided in response to this RFQ;
- A permanent 24/7/365 training environment is provided

- Assistance in creating the data to be used during training sessions based on Authorized User input;
- Contractor provides formal training, if requested, when an approved software upgrade is installed which modifies any of the functionality of the RMS;
- Any and all training materials developed for the RMS project shall become the exclusive property of the Authorized User with all rights to modify, copy and distribute;
- Training materials will be provided in electronic format that can be updated by the Authorized;
- Authorized User shall retain final approval authority for all training content.

The plan should also include all training equipment requirements, best practices, considerations, constraints and limitations.

If required in the Authorized User Agreement, the Contractor must describe proposed training methods and techniques/activities that the Contractor shall utilize to ensure necessary knowledge and skills are transferred to current and future Authorized User staff.

### **3.2 END POINT DEVICE SECURITY REQUIREMENTS FOR STATE AGENCY AUTHORIZED USERS**

In accordance with Section 165 of NYS Finance Law, State Agency Authorized Users must ensure all “end point device” purchases are consistent with any relevant standards, guidelines, or guidance developed as part of the National Institute of Standards and Technology (NIST) Cybersecurity Framework.

Suggestions for verifying NIST compliance: NIST standard compliance should be in the Manufacturer's/service providers specs for a product. The AU should reference the requirements as part of their RFQ or engagement with the Contractor and require the Contractor to demonstrate they are offering a product that meets the standard or an explanation of why there is no applicable NIST standard as part of the bid or engagement response.