



**APPENDIX D: HOW TO USE THIS CONTRACT**

**CONTRACT PN69178**

**BETWEEN**

**THE NEW YORK STATE OFFICE OF GENERAL SERVICES**

**AND**

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



**Effective Date: September 12, 2020**

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.

**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 estimated number of hours per individual and job title broken out by Agency Contract Year or other time period as specified by the Authorized User. See the sample table below illustrating this detail.

Consultant Name	Estimated Individuals and Associated Labor Costs Per Authorized User Contract Year  Labor Category	Contract Yr1	
		Labor Hours	Labor Dollars
<i>Consultant A</i>	Senior Engineer/Manager	X	\$X.XX
<i>Consultant B</i>	Senior Engineer/Manager	X	\$X.XX
<i>Consultant L</i>	Engineer/Analyst IV	X	\$X.XX
<i>Consultant M</i>	Engineer/Analyst IV	X	\$X.XX
<i>Consultant N</i>	Engineer/Analyst I	X	\$X.XX
<i>Consultant R</i>	Engineer/Analyst I	X	\$X.XX
<i>Consultant S</i>	Engineer/Analyst I	X	\$X.XX
<i>Consultant T</i>	Engineer/Analyst I	X	\$X.XX

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 shall be included.

iii. Certification that the rates are the same as those provided per the terms of OGS Contract PN69178.

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:<https://its.ny.gov/document/plan-procure>. Should the ITS PTP process change in the future, the Agency will follow the new process to secure the appropriate approval.

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 is now fully approved and the Agency should provide NYSTEC with a copy of the signed SOW.
  - a. Contractor shall not begin work on any engagement prior to the receipt of an executed Purchase Order.
  - b. Should OSC review and approval be required in the future for SOWs, Agencies will comply with the new requirement when implemented.
8. All Authorized Users subject to SFS processing are required to contact the OGS Procurement Services Contract Administrator for this contract to obtain an individual contract identification number specific to each project under this contract.

### **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 or as otherwise specified by the Authorized User. See the sample table below illustrating this detail.

Consultant Name	Estimated Individuals and Associated Labor Costs Per Authorized User Contract Year  Labor Category	Contract Yr1	
		Labor Hours	Labor Dollars
<i>Consultant A</i>	Senior Engineer/Manager	X	\$X.XX
<i>Consultant B</i>	Senior Engineer/Manager	X	\$X.XX
<i>Consultant L</i>	Engineer/Analyst IV	X	\$X.XX
<i>Consultant M</i>	Engineer/Analyst IV	X	\$X.XX
<i>Consultant N</i>	Engineer/Analyst I	X	\$X.XX
<i>Consultant R</i>	Engineer/Analyst I	X	\$X.XX
<i>Consultant S</i>	Engineer/Analyst I	X	\$X.XX
<i>Consultant T</i>	Engineer/Analyst I	X	\$X.XX

- 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 detail indicating how travel costs were 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 PN69178.

- 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.
6. All Authorized Users subject to SFS processing are required to contact the OGS Procurement Services Contract Administrator for this contract to obtain an individual contract identification number specific to each project under this contract.

## **PUBLIC OFFICERS LAW**

NYSTEC and its staff shall at all times comply with the requirements of Section 1 of Appendix B.

## **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.