

FIRST AMENDMENT
TO
CONTRACT FOR SERVICES

THIS FIRST AMENDMENT to the Contract for Services dated January 28, 2015 is made and entered into December 31, 2015, made effective June 1, 2015 (the “First Amendment”), between Elation Systems, Inc., having an office located at 5000 Hopyard Road, Suite 405, Pleasanton, CA 94588 (“Contractor”), and the HOUSING TRUST FUND CORPORATION, having its principal office at 38-40 State Street, Albany, New York 12207 (“HTFC”).

WITNESSETH:

WHEREAS, Contractor was a successful bidder pursuant to a request for proposals issued by HTFC on September 23, 2014 (the “RFP”); and

WHEREAS, HTFC and Contractor entered into a Contract for Services (the “Agreement”) on January 28, 2015, made effective January 14, 2015, pursuant to which Contractor provides certain services in support of HTFC’s administration of the State of New York’s Community Development Block Grant-Disaster Recovery (“CDBG-DR”) program; and

WHEREAS, HTFC’s Governor’s Office of Storm Recovery (“GOSR”) is specifically tasked with administering the State of New York’s CDBG-DR program and therefore oversees and administers this particular Agreement; and

WHEREAS, Contractor’s Total Fee in the Contract for Services dated January 28, 2015 totaled \$795,000.00; and

WHEREAS, GOSR wishes to obtain additional services from Contractor that are within the scope of services sought under the RFP and provided by Contractor under the Agreement; and

WHEREAS, GOSR seeks such additional services in the amount of \$395,260.00, thereby increasing the Agreement’s Total Fee to an amount of \$1,190,260.00; and

WHEREAS, the Term of the Agreement expires on January 13, 2015; and

WHEREAS, GOSR desires to extend the Term through January 13, 2018; and

WHEREAS, HTFC/GOSR and Contractor desire to amend the Agreement by means of this First Amendment in order to increase the Total Fee and extend the Term to allow Contractor to perform additional services;

NOW, THEREFORE, pursuant to and in consideration of the above, and other mutual covenants and obligations herein contained, it is

STIPULATED AND AGREED as follows:

1. The second sentence of Section 2(a) of the Agreement, entitled “General Obligations of HTFC/GOSR,” is hereby deleted and replaced with the following: “Contractor agrees that in no event will HTFC pay the Contractor more than \$1,190,260.00 (“Total Fee”) for the Services under all Task Orders under this Agreement.”
2. The first sentence of Section 4 of the Agreement, entitled “Period of Agreement,” is hereby deleted and replaced with the following: “This Agreement shall commence as of the Effective Date and shall terminate on January 13, 2018.”
3. Section 7(e) of the Agreement is hereby deleted and replaced with the following:
 - (e) The Contractor shall submit an electronic invoice to GOSR’s invoice management system of record, Elation Systems. The Contractor, and all authorized subcontractors performing work pursuant to this Agreement, shall obtain an Elation Systems account by registering at <https://www.elationsys.com/app/Registration>. Each invoice submitted to Elation Systems must include all applicable supporting documentation, including but not limited to:
 - i. Name and address of the Contractor;
 - ii. Invoice date and number;
 - iii. Task Order number;
 - iv. Description of Services, quantity of Services, unit or rate of measure of the items delivered;

- v. If applicable, shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- vi. Terms of any discount for prompt payment offered;
- vii. Name and address of official to whom payment is to be sent;
- viii. Name, title, and phone number of person to notify in event of defective invoice; and
- ix. Additional information as reasonably required by HTFC/GOSR.

4. Schedule A of the Agreement, entitled "Scope of Services," is hereby supplemented by a new Section 4, entitled "Task #4: Electronic Invoicing Management System and Related Services," and reads as follows:

4. Task #4: Electronic Invoicing Management System and Related Services

Deliverables for Task #4:

- **Invoicing Module**

- Develop and implement an automated, project-specific invoicing management system that will provide entire project participants with one simplified and streamlined process for invoice review and approval. Invoice module will allow the project owner to control the entire process of authorization, review and approval of invoices, and be customized to accommodate the project owner's internal business processes. All project participants will have a uniformly controlled and fully electronic invoicing environment that provides up-to-date information on status with minimized errors and mistakes.
- Features include, but are not limited to, the following: (1) Built-in user definable approval process management; (2) Built-in routing management; (3) Built-in electronic authorization and signing; and (4) Automated tracking and reporting

5. Schedule B of the Agreement, entitled "Fee Schedule," is hereby deleted and replaced by the following:

EXHIBIT B
FEE SCHEDULE

A. Electronic M/WBE Davis-Bacon Compliance Tracking Management Services

This Agreement for Electronic M/WBE Davis-Bacon Compliance Tracking Management Services establishes a flat fee and unlimited use for Software Licensing and related training and support of all the following Elation Modules for two (2) years, with the option to extend a third year through January 13, 2018.

A. Elation Subscription; MWBE Davis-Bacon Compliance Tracking Management					
Software Licensing		Year 1	Year 2	Year 3	
		1/14/15 – 1/13/16	1/14/16 – 1/13/17	1/14/17 – 1/13/18	
Yearly Fee (Unlimited Users)		\$265,280	\$265,000	\$265,000	
Total MWBE Davis-Bacon Compliance Tracking Management				\$795,280	
Quarterly Billing Schedule; MWBE Davis Bacon Compliance Tracking Management					
Item	Module Name	Quarter 1	Quarter 2	Quarter 3	Quarter 4
1	Davis-Bacon	\$49,000	\$49,000	\$49,000	\$49,000
2	M/WBE Utilization	\$9,800	\$9,800	\$9,800	\$9,800
3	Section 3	\$3,250	\$3,250	\$3,250	\$3,250
4	Document	\$2,900	\$2,900	\$2,900	\$2,900
5	Audit (Site Interview)	\$1,300	\$1,300	\$1,300	\$1,300
Total by Quarter		\$66,250	\$66,250	\$66,250	\$66,250

Note 1: Above quarterly costs include the initial on-site training on the modules, setup and on-going pre-scheduled web-based training.

B. Electronic Invoicing Management System

This Agreement establishes a one-time fee for the development, customization, and implementation of an Electronic Invoicing Management System, as well as a monthly recurring unit cost transaction fee in accordance with table below.

B. Electronic Invoicing Management System; Module Development & Customization					
Year	Description	Position	Hours	Rate	Cost
1	Development & Customization allowance	Project Manager	[REDACTED]	[REDACTED]	[REDACTED]
		Engineer			
2	Development & Customization allowance	Project Manager			
		Engineer			
3	Development & Customization allowance	Project Manager			
		Engineer			
Total Development & Customization Cost			\$80,664		

Electronic Invoicing Management System; Transaction Fee Schedule				
Invoicing Method	Fee Rate	Estimated Allowance per Period		
		Period 1 7/1/15 – 1/13/16	Period 2 1/14/16 – 1/13/17	Period 3 1/14/17 – 1/13/18
Contractual Vendor Simplified Method	\$5.00 per Contract per Month	\$10,000	\$35,000	\$40,000
Contractual Vendor Complex Method	\$15.00 per Contract per Month			
Nob-contractual Vendor and Employee Expense, and Programmatic Payments	No Fee			
Total 3-Year Transaction Cost			\$85,000	
Total Cost for Electronic Invoicing Management System			\$165,664	

Note 2: Assigned position hours, and corresponding costs, for the Development and Customization of the Electronic Invoicing Module may be re-allocated between and amongst Year 1-3 budgets, as required, provided written approval is received by Contractor from GOSR.

C. Additional Terms and Conditions:

- (1) Contractor's invoice requisition shall specify and segregate all costs by the appropriate Program (i.e., Finance; Monitoring and Compliance).
- (2) Additional on-site training will be charged at \$1,800 per day
- (3) Additional system customization available on an as-needed basis at the following rates:
 - o Project Manager: [REDACTED]
 - o Software Engineer [REDACTED]
 - o Compliance Specialist: [REDACTED]

6. Section II-A of Appendix III, Section 2, to the Agreement, entitled "Contract Goals," is hereby deleted and replaced with the following:

- A. For services performed by Contractor pursuant to any Task Order executed or amended on the same day or prior to this Second Amendment, the Corporation hereby establishes an overall goal of 20% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). For services performed by Contractor pursuant to any Task Order executed or amended subsequent to this Second Amendment, the Corporation hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises ("MWBE") participation, 15% for Minority-Owned Business Enterprises ("MBE")

participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs).

7. All other terms and conditions, including appendices, attachments, exhibits, riders and Letter Agreements to the Agreement are hereby continued in full force and effect as though set forth herein.

IN WITNESS WHEREOF, the parties executed this First Amendment on the day and year first above written.

Elation Systems, Inc.

By: _____

Name:

Title:

Date:

Rick Shi
president
12/21/2015

Housing Trust Fund Corporation

By: _____

Daniel Greene

General Counsel, Governor's Office

Storm Recovery

Date:

12/31/15