

M/WBE UTILIZATION PLAN

FOR AUTHORIZED USE ONLY			
Utilization Plan Approved:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date: _____
Notice of Deficiency Issued:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date: _____
Notice of Acceptance Issued:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date: _____
Reviewed By:	_____		Date: _____
Comment(s):	_____		



Office of Information Technology Services

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT (Form #4)

M/WBE AND EEO POLICY STATEMENT

I, Kristen Mazza, VP of Contrats of, the (awardee/contractor) Spruce Technology, Inc. agree to adopt the following policies with respect to the project being developed or services rendered at New York State Office of Information Technology Services

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from the contracting agency and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this 30th day of January, 2020

By: Kristen M. Mazza

Print: Kristen Mazza

Title: VP, Contrats

Kristen Mazza

(Name of Designated Liaison) is designated as the Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises - Equal Employment Opportunity (M/WBE-EEO) program.



Office of Information Technology Services

RFP #C000540 IES System Integrator Master Service Agreements ATTACHMENT 12 - ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State Contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders need to be aware that all authorized users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Bidders are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State Contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. The State therefore expects Bidders to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders can demonstrate their commitment to the use of New York State businesses by responding to the question below; however, the State will not award any points during evaluation of Bidder's response to this procurement:

Will New York State Businesses be used in the performance of this Contract? ☒ **Yes** ☐ **No**

If yes, identify New York State Business (es) that will be used; (Attach identifying information).

Please refer to MWBE and Subcontractor forms. All identified MWBEs are NYS businesses.

APPENDIX H

TAX LAW REQUIREMENTS

New York State Tax Law Section 5-a became effective August 20, 2004 for all covered procurements initiated on or after January 1, 2005 and was subsequently amended effective April 26, 2006. It applies to contracts where (1) the total amount of contractor's sales delivered into New York State are in excess of \$300,000 for the four sales tax quarters immediately preceding the quarterly period in which the certification is made, and with respect to any contractors, subcontractors, or affiliates of contractors whose sales delivered into New York State exceeded \$300,000 for the four sales tax quarters immediately preceding the quarterly period in which the certification is made, and (2) the contracts or agreements with state agencies or public authorities for the sale of commodities or services have a value in excess of \$100,000. This law imposes upon contractors the obligation to certify, prior to the effective date of the contract, whether or not the contractor, its subcontractors, and affiliates of the contractors are required to register to collect state sales and compensating use tax. Where required to register, the contractor must also certify that it is, in fact, registered with the Department of Taxation and Finance (DTF).

Contractor certification forms and instructions for completing the forms can be found at the website noted below. Proposed contractors should complete and return the certification forms within two business days of request prior to any contract award. Failure to respond timely may render a proposed contractor non-responsive and non-responsible. Proposed contractors shall take the necessary steps to provide properly certified forms, within a timely manner to ensure compliance with the law. In addition, if the contractor fails to make the certification required by New York Tax Law Section 5-a, or if, during the term of the contract, the approving agency discovers that such certification was false when made, then such failure or false certification will be a material breach of the contract, and the contract may be subject to termination if the approving agency determines that such action is in the best interests of the State of New York.

IMPORTANT NOTICE

In the case of a contract in which the terms provide for renewal upon expiration of an initial or subsequent term, the contractor must submit a certification document to the Authority, by the day prior to the commencement date of the next succeeding term of the contract. All covered contracts awarded, amended, extended, renewed or assigned on or after April 26, 2006 require form ST-220-CA to be filed with the Authority which certifies that ST-220-TD has been filed with the DTF and is up to date.¹

Contractors may call the DTF at 1-800-698-2931 for any and all questions relating to Tax Law Section 5-a and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF website: <http://www.nystax.gov>

¹ All covered procurements initiated on or after January 1, 2005 and awarded prior to April 26, 2006 shall be governed by the former rules and procedures as described in <http://www.osc.state.ny.us/agencies/gbull/g222.htm>



New York State Department of Taxation and Finance

Contractor Certification to Covered Agency**ST-220-CA**

(12/11)

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

For information, consult Publication 223, Questions and Answers Concerning Tax Law Section 5-a (see Need Help? on back).

Contractor name Spruce Technology, Inc.				For covered agency use only Contract number or description	
Contractor's principal place of business 1149 Bloomfield Ave, Suite G		City Clifton	State NJ	ZIP code 07012	
Contractor's mailing address (if different than above) Same				Estimated contract value over the full term of contract (but not including renewals) \$	
Contractor's federal employer identification number (EIN) 20-5656502		Contractor's sales tax ID number (if different from contractor's EIN) Same			
Contractor's telephone number 862 225-9302		Covered agency name New York State Office of Information Technology Services			
Covered agency address Empire State Plaza, Swan Street Building, Core 4, Albany NY				Covered agency telephone number	

I, Kristen Mazza, hereby affirm, under penalty of perjury, that I am VP of Contracts
 (name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☒ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with RFP C000539
 (insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this 30 day of January, 20 20

Kristen M. Mazza
 (sign before a notary public)

VP, Contracts

(title)

Instructions**General information**

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF _____ }
COUNTY OF _____ } SS.:

On the 30 day of January in the year 2020, before me personally appeared Kristen Mazza, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

she _____
Town _____
County _____
State _____ and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

☐ (If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

☒ (If a corporation): she is the VP, Contracts of Spruce Technology, Inc, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, she is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, she executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public [Signature]

Registration No. 50085592

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?



Visit our Web site at www.tax.ny.gov

- get information and manage your taxes online
- check for new online services and features



Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.



Office of Information Technology Services

RFP #C000540 IES System Integrator Master Service Agreements

Attachment 14-Bidder Information Form

Name of Company Bidding: Spruce Technology, Inc.		Bidder Firm's Federal Tax Identification No.: 20-5656502	
NYS Vendor ID Number: 1100124930			
Bidding Firm's Address: 1149 Bloomfield Ave, Suite G		Clifton	
Street NJ	07012	Passaic	City USA
State	Zip	County	Country
Bidder's Primary Contact			
Phone: (862) 225 - 9302 ext ()		Toll Free Phone: () - ext ()	
Fax : (201) 338 - 6260 ext ()		Toll Free Fax : () - ext ()	
E-mail Address: sales@sprucetech.com		Company Web Site: www.sprucetech.com	
Date: 01/30/2020			
Title: VP, Contracts			
Contact Name: Kristen Mazza			
Authorized Signature: 			

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name & Address of Insured (use street address only) SPRUCE TECHNOLOGY INC. 1149 BLOOMFIELD AVE, STE G CLIFTON, NJ 07012</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 201-693-8843</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 20-5656502</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES EMPIRE STATE PLAZA, SWAN STREET ALBANY, NY 12223</p>	<p>3a. Name of Insurance Carrier The Charter Oak Fire Insurance Company</p> <p>3b. Policy Number of entity listed in box "1a" UB-8N025353-19-I5-G</p> <p>3c. Policy effective period 05-31-2019 to 05-31-2020</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: STEPHANIE BAKER

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:



(Signature)

01-24-2020

(Date)

Title: SR CUSTOMER SOLUTIONS REPRESENTATIVE

Telephone Number of authorized representative or licensed agent of insurance carrier: 804-527-4852

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.



**Workers'
Compensation
Board**

CERTIFICATE OF INSURANCE COVERAGE
under the NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) SPRUCE TECHNOLOGY INC. 1149 BLOOMFIELD AVE CLIFTON NJ 07012 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)	1b. Business Telephone Number of Insured 201-509-4158 1c. Federal Employer Identification Number or Social Security Number 205656502
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES EMPIRE STATE PLAZA, SWAN STREET BUILDING CORE 4 ALBANY, NY 12223	3a Name of Insurance Carrier HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY 3b Policy Number of Entity Listed in Box "1a" LNY-641349001 3c Policy effective period 07/01/2020 to 06/30/2021
4. Policy provides the following benefits: <input checked="" type="checkbox"/> A. Both disability and paid family leave benefits. <input type="checkbox"/> B. Disability benefits only. <input type="checkbox"/> C. Paid family leave benefits only. 5. Policy covers: <input checked="" type="checkbox"/> A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law <input type="checkbox"/> B. Only the following class or classes of employer's employees:	

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 01/31/2020

Elizabeth Tello

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 553-8074

Name and Title: Elizabeth Tello – Assistant Director, Statutory Services

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is **COMPLETE**. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is **NOT COMPLETE** for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Date Printed: Jan 30, 2020

New York State VendorRep System Vendor Responsibility For-Profit v2 Form

CERTIFICATION:

The undersigned, recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York's contracting entities in making a responsibility determination regarding an award of a contract or approval of a subcontract; acknowledges that the State, or its contracting entities, may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or a misdemeanor under Penal Law Section 175.30 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State's VendorRep System is a public system and that the information submitted herein will be made available to the public;
- is under obligation to report any change in the information provided herein to the Business Entity's representative in the time of bid/proposal submission through the contract award notification and may be required to update the information at the request of the state's contracting entities or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

Reminder:

When filing the vendor responsibility questionnaire online via this System, the Business Entity must indicate in each bid/proposal submitted to a contracting entity that the required questionnaire has been electronically filed.

Also note that the VendorRep System Timeliness Standard requires a Business Entity filing a questionnaire via the VendorRep System to update and verify their questionnaire within six months prior to the bid/proposal due date or other contracting entity defined due date.

Legal Business Name: SPRUCE TECHNOLOGY INC
Certifier's Name: Krystal Mazza
Certifier's Title: VP Contracts
Certification Date: Jan 30, 2020

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this RFP C000540, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this RFP C000540 does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and

8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this [RFP/Contract] should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title: Kristen Mazza, VP, Contracts

Signature: 

Date: 01/30/2020

This form must be signed by an authorized executive or legal representative.

Compliance with HIPAA (Health Insurance Portability And Accountability Act Of 1996) and HI-TECH (Health Information Technology for Economic and Clinical Health Act of 2009)**Definitions:**

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in this Agreement may refer to Contractor or its subcontractor(s), to the extent Contractor or its subcontractor(s) create, receive, maintain, or transmit protected health information on behalf of ITS.

(b) Covered Entity. By entering into this Agreement, ITS does not affirm that it necessarily meets the definition of a "Covered Entity" or a "Business Associate" under the HIPAA statute, and rather affirms that ITS may in a given instance be acting as a "conduit" or in another capacity providing services to other entities, some of which themselves may be covered entities. But to the extent ITS is deemed to be covered by HIPAA or HI-TECH, the parties agree the term "Covered Entity" in this Agreement shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Protected Health Information Obligations and Activities of Contractor

To the extent Contractor or its subcontractor(s) create, receive, maintain, or transmit protected health information on behalf of ITS pursuant to their responsibilities under this Agreement, Contractor agrees that it is subject to, will abide by, and will require in writing its subcontractors to similarly abide by, the following requirements applicable to Business Associates under HIPAA, agreeing to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to ITS within ten (10) business days or fewer any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware. In no event shall Contractor exceed the timeframe for reporting to ITS breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Contractor shall provide ITS all information reasonably requested by ITS concerning any breach. Contractor shall also provide the following information to ITS upon first instance of the notification of breach: the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Contractor, to have been, accessed, acquired, used, or disclosed during the breach.

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of

Contractor agree in writing to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;

(e) Make available protected health information in a designated record set to ITS, in a manner to be prescribed by ITS within a reasonable timeframe not to exceed fifteen (15) days, absent extenuating circumstances, as necessary to satisfy obligations which ITS or the entities it provides services to reasonably believe applicable to them under 45 CFR 164.524. In the event Contractor or its subcontractor(s) receive any request for such protected health information directly from an individual, Contractor shall refer such request to ITS within a reasonable timeframe not to exceed ten (10) business days.

(f) Make any amendment(s) to protected health information in a designated record set as directed by ITS pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy obligations that ITS reasonably believes it has under 45 CFR 164.526, in the manner as prescribed by ITS and within twenty (20) business days of such request. In the event Contractor or its subcontractor(s) receive any request to amend a data set directly from an individual, Contractor shall refer such request to ITS within a reasonable timeframe not to exceed ten (10) business days;

(g) Maintain and make available the information required to provide an accounting of disclosures to ITS as necessary to satisfy obligations that ITS reasonably believes it has under 45 CFR 164.528, in the manner as prescribed by ITS and within ten (10) business days of such request. In the event Contractor or its subcontractor(s) receive any request for an accounting of disclosures directly from an individual, Contractor shall refer such request to ITS within a reasonable timeframe not to exceed ten (10) business days;

(h) To the extent Contractor or its subcontractor(s) are to carry out one or more of obligation(s) ITS may have under Subpart E of 45 CFR Part 164, in performing such obligations, comply with the requirements of Subpart E that apply to ITS; and

(i) Make either Contractor's or its subcontractor(s)', or both, internal practices, books, and records available to the Secretary of the Department of Health and Human Services and the Director of ITS, or his or her designee, for purposes of determining compliance with the HIPAA and HI-TECH Rules.

Permitted Uses and Disclosures of Protected Health Information by Contractor and its Subcontractor(s)

(a) Contractor and its subcontractor(s) may only use or disclose protected health information as necessary to perform the services set forth in this Agreement, provided however, that if de-identified information can be used in lieu of individually identifiable health information with the same effect, Contractor and its subcontractor(s) shall use de-identified information in their performance of this Agreement in accordance with 45 CFR 164.514(a)-(c).

(b) Contractor and its subcontractor(s) may use or disclose protected health information as required by law.

(c) Contractor and its subcontractor(s) agrees to make only those uses, disclosures and requests for protected health information that are consistent with the minimum necessary policies and procedures of ITS or the entit(ies) for whom ITS provides services which entail the creation, reception, maintenance, or transmittal of protected health information.

(d) Contractor and its subcontractor(s) may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 except as may be provided for in this Agreement or for the proper management and administration of Contractor or its subcontractor(s), including the carrying out of the Contractor's or its subcontractor(s)' legal responsibilities.

Term and Termination

(a) **Termination for cause under HIPAA or HI-TECH.** The Term of this Agreement shall be as described elsewhere in the "Term" section of this agreement. Among the other reasons for which ITS may terminate this Agreement prior to the end of its Term date for cause, ITS may terminate this Agreement if ITS determines the Contractor or its subcontractor(s) have violated a material term of this HIPAA and HI-TECH Compliance section of the Agreement, and Contractor or its subcontractor(s) have not cured the breach or ended the violation within any time that has been specified by ITS.

(b) **Contractor's and its Subcontractor(s)' Obligations Upon Termination.** Upon termination of this Agreement for any reason, Contractor and its subcontractor(s) shall return to ITS, transfer to another of ITS' contractors as directed by ITS, or, if agreed to by ITS on an individual case-by-case basis, destroy all protected health information received from ITS, or created, maintained, or received by the Contractor and its subcontractor(s) on behalf of ITS, that the Contractor and its subcontractor(s) still maintain in any form. Contractor and its subcontractor(s) shall retain no copies of the protected health information. Contractor understands and agrees and will require of its subcontractor(s) in writing that Contractor and its subcontractor(s) are required to receive written approval from ITS prior to the return, transfer or destruction of any protected health information.

(c) **Survival.** Contractor's and its subcontractor(s)' obligations under this HIPAA and HI-TECH Compliance section of this Agreement shall survive the termination of this Agreement.

Miscellaneous

(a) **Regulatory References.** A reference in this Agreement to a section in the HIPAA or HI-TECH Rules means the section as in effect or as amended.

(b) **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA or HI-TECH Rules and any other applicable law.

(c) **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA or HI-TECH Rules.

(d) **Sub-contractors.** Contractor shall require any subcontractors that it uses that create, receive, maintain, or transmit protected health information on behalf of ITS under this Agreement to conform to these HIPAA and HI-TECH Compliance requirements in addition to any other security, privacy or applicable terms of this Agreement.

<u>Contractor</u> By: <u>Kristen M. Mazza</u> Signature Kristen Mazza Name 1/30/2020 Date	<u>Subcontractor</u> By: Signature Name Date
---	--



Office of Information
Technology Services

SDVOB 100 (Revised 1/15)

SDVOB UTILIZATION PLAN

INSTRUCTIONS: This form MUST be submitted with any bid, proposal, or proposed negotiated contract prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS-certified Service-Disabled Veteran-Owned Business (SDVOB), including the offeror if a NYS-certified SDVOB, and estimated (or actual if known) annual dollar value under the contract and reflect the SDVOB participation goals specified in the contract or procurement document.

Will there be SDVOB participation for services provided under this contract? ☒ YES Complete the form. ☐ NO If No, please contact ITS Procurement & Contracts Support for help.

Contract Overview

Offeror/Contractor Name: Spruce Technology, Inc. Telephone: 862-225-9302 SFS Vendor ID: 100124930

Address: 1149 Bloomfield Ave, Suite G Federal ID No: 20-5656502

City, State, Zip: Clifton, NJ 07012 Solicitation No: 000540

SDVOB: Complete box below for each NYS-Certified SDVOB Contractor/Subcontractor. Add more pages if needed. Description of Scope of Work (Subcontracts/Supplies/Services) Annual Dollar Value of Subcontracts/Supplies/Services

Name: Teksana Inc ☒ DIRECT (Spending directly fulfilling contract obligations) Description: Providing project resources as needed \$ TBD

Address: Suite 106, 2050 Route 27, ☐ SDVOB ☐ INDIRECT (Spending in support of company operations.)

City, State, Zip: North Brunswick, NJ 08902 Description: ☐ Copy of written agreement attached (Required for teaming)

Telephone: 7327661737 SFS Vendor ID: 27-4618292

Fed. ID. No: 27-4618292

Name: _____ ☐ DIRECT (Spending directly fulfilling contract obligations) Description: _____ \$ _____

Address: _____ ☐ SDVOB ☐ INDIRECT (Spending in support of company operations.)

City, State, Zip: _____ Description: ☐ Copy of written agreement attached (Required for teaming)

Telephone: _____ SFS Vendor ID: _____

Fed. ID. No: _____

☒ VENDOR CERTIFICATION: I hereby affirm that the information supplied in this utilization plan is true and correct.

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE SDVOB REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 17-B, 9 NYCRR PART 252, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Signature: Kristen Mazza Date: 2/3/2020

Print Name: Kristen Mazza Telephone No: 862-225-9302

Title: VP, Contracts Email: compliance@spruce-tech.com

SDVOB UTILIZATION PLAN

FOR AUTHORIZED USE ONLY			
SDVOB Utilization Plan	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date: _____
Approved:			
Notice of Deficiency Issued:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date: _____
Notice of Acceptance Issued:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date: _____
Reviewed By:	_____		Date: _____
Comment(s):	_____		

IES System Integrator Master Service Agreements

Affirmative Statements - Sworn to by the Bidder

DO NOT ADD, REMOVE OR REARRANGE ANY COLUMNS OR ROWS.

The authorized signatory for the bidder must initial the fields in yellow.

Bidder Name: Spruce Technology, Inc.

Affirmative Statement	Response
1. Bidder affirms that the proposal was signed and executed by an individual with the capacity and legal authority to bind the Bidder in its offer to the State.	KMM
2. Bidder affirms that it accepts all of the terms and conditions set forth in this RFP, including all amendments, appendices and attachments, and must agree to enter a contractual agreement containing, at a minimum, the terms and conditions identified in this RFP.	KMM
3. Bidder affirms that its Administrative, Technical and Financial Proposals remain open and valid for at least 180 days from the due date of this RFP, unless the time for awarding the Contract is extended by mutual consent of ITS and the Bidder.	KMM
4. Bidder affirms that its Administrative, Technical and Financial Proposals shall continue to remain an effective offer, firm and irrevocable, subsequent to such 180-day period until either tentative award of the Contract by ITS is made or withdrawal of the proposal in writing by Bidder. Tentative award of the Contract shall consist of written notice to that effect by ITS to a successful Bidder, who shall thereupon be obligated to execute a formal Contract.	KMM
5. Bidder affirms that in its fulfillment of obligations as proposed in its response to the RFP, it does not violate any existing contracts or agreements between the Bidder and the State.	KMM
6. Bidder affirms that, in its fulfillment of obligations as proposed in its response to the RFP, it does not or will not create any conflict of interest, or perception thereof, with any current role or responsibility the Bidder has with regard to any existing contracts or agreements between the Bidder and the State.	KMM
7. Bidder affirms that, in its fulfillment of obligations as proposed in the response, it does not and will not compromise the Bidder's ability to carry out its obligations under any existing contracts between the Bidder and the State.	KMM
8. Bidder affirms that during the negotiation and execution of any contract resulting from this RFP, the Bidder will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole, including but not limited to, any action or decision to divert resources from one State project to another.	KMM
9. Bidder affirms that in fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Bidder will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including but not limited to, any action or decision to divert resources from one State project to another.	KMM
10. Bidder affirms that the Bidder commits to obtaining all necessary proof of insurance with their proposal (see Appendix C-1 for detailed insurance requirements).	KMM
11. Bidder affirms that if awarded a contract, the Bidder must provide proof of current insurance, certifications, licensing, etc. throughout the contract term.	KMM
12. Bidder affirms that it shall be fully responsible to ITS for the acts and omissions of, and the performance of Project Services by, all subcontractors and/or persons either directly or indirectly employed by such subcontractors. This statement must acknowledge that the Bidder shall not in any way be relieved of any programmatic or financial responsibility under the Contract by the terms of its agreement with any subcontractor.	KMM
13. Bidder affirms that if selected, the successful Bidder is prepared to commence performance of services described herein.	KMM
14. Bidder affirms that it will comply with Federal Executive Order 11246, the Copeland "Anti-Kickback Act" (18 USC 874), Section 508 of the Federal Clean Air Act, and Section 306 of the Federal Clean Water Act.	KMM
15. Bidder affirms that neither it nor its principals are debarred or suspended from Federal financial assistance programs and activities.	KMM
16. Bidder affirms that it will comply with the provisions of Section 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.).	KMM
17. Bidder affirms that no Federal funds will be used to lobby or influence a Federal officer or a Member of Congress.	KMM

FOIL and Litigation Disclosure

Bidder's Name: Spruce Technology, Inc.

DO NOT ADD, REMOVE OR REARRANGE ANY COLUMNS OR ROWS.**A Bidder must address the following, if applicable, as part of the Administrative Proposal. Complete all fields in yellow.**

Additional Administrative Statements		Response
1. Freedom of Information Law Redaction Request: If there is specific information in a Bidder's proposal that a Bidder claims to be proprietary and/or trade secret information that meets the definition set forth in Section 87(2)(d), the Bidder should provide a letter in its Administrative Proposal outlining any specific concerns regarding disclosure under the New York State Freedom of Information Law (Article 6 of the Public Officers Law). Please indicate in the Response section if this statement applies.	No	
2. Disclosure of Pending or Prior Lawsuits: A Bidder should provide a list of any legal proceedings or investigations concerning the Firm over the last five (5) years, including the nature and outcome of any lawsuit if litigation is complete. Bidder should specifically note any prior or pending lawsuit(s) or litigation between the Bidder and any New York State department, agency, board or commission. The nature of the lawsuit and its outcome, if litigation is complete, should be described briefly. Please indicate in the Response section if this statement applies.	No	



Office of Information
Technology Services

RF#C000540 IES System Integrator Master Service Agreements
ATTACHMENT 26 – Sexual Harassment Prevention Certification

State Finance Law §139-L requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees.

Bids that do not contain the certification will not be considered for award; provided however, ~~the~~ if the bidder cannot make the certification, the bidder may provide a signed statement with their bid detailing the reasons why the certification cannot be made.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidder Certification:

By my signature below, I certify that I am a duly authorized signatory of the Bidder with the ability to legally bind the Bidder. I further certify that Bidder adheres to State Finance Law §139-L.

Signature: Kristen M Mazza Date: 1/30/2020

Printed Name: Kristen Mazza

Title: VP, Contracts

Bidder Name: Spruce Technology, Inc.

Bidder Address: 1149 Bloomfield Ave, Suite G, Clifton, NJ 07012



Technical Proposal in Response to RFP# C000540

New York State Office of Information Technology Services

IES System Integrator Master Service Agreements



Spruce Technology, Inc.

February 6, 2020

ITS FOIL 2022-31 001416

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Proposal Submission Requirements Checklist

Checklist Item	Page #
Administrative Proposal	----
<input checked="" type="checkbox"/> Correct Number of Administrative Proposals submitted (1 original hard copy) and USB flash drive (2)	----
<u>Each Administrative Proposal should include:</u>	
<input checked="" type="checkbox"/> Attachment 1 - Proposal Checklist, completed and signed	1
<input checked="" type="checkbox"/> Attachment 3 – Non-Collusive Bidding Certification	4
<input checked="" type="checkbox"/> Attachment 5 - NYS Required Certification	6
<input checked="" type="checkbox"/> Attachment 7, Completed, Signed, and Notarized Firm Offer Letter and Conflict of Interest Disclosure	7
<input checked="" type="checkbox"/> Attachment 8, Completed Procurement Lobbying Forms and EO 177 <ul style="list-style-type: none"> Completed and signed Offeror's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b) Completed and signed Offeror Disclosure of Prior Non-Responsibility Determinations	10
<input checked="" type="checkbox"/> Attachment 9, EEO 100 – Equal Employment Opportunity Staffing Plan, completed and signed	16
<input checked="" type="checkbox"/> Attachment 10, Completed and signed MWBE 100 - MWBE Utilization Plan	17
<input checked="" type="checkbox"/> Attachment 11, Completed Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement- Form # 4	21
<input checked="" type="checkbox"/> Attachment 12, Encouraging Use of NYS Businesses in Contract Performance	22
<input checked="" type="checkbox"/> Attachment 13, Contractor Certification to Covered Agency, ST-220-CA, completed, signed, and notarized	23
<input checked="" type="checkbox"/> Attachment 14, Bidder Information Form	26
<input checked="" type="checkbox"/> Attachment 15, Workers' Compensation Requirements under WCL § 57: Completed Workers Compensation Coverage Form: <ul style="list-style-type: none"> C-105.2 (Certificate of NYS Workers' Compensation Insurance Coverage): Contact your insurance carrier or licensed NYS insurance agent for this form OR U-26.3 (NY State Insurance Fund Certificate of Workers' Compensation Coverage) Available from the NYS Insurance Fund OR 	27



Office of Information Technology Services

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Proposal Submission Requirements Checklist

<ul style="list-style-type: none"> • SI-12 (Affidavit Certifying That Compensation Has Been Secured): Board-approved self-insurers must obtain this form from Board's Self-Insurance Office OR • GSI-105.2 (Certificate of Participation in Workers' Compensation Group Board-Approved Self-Insurance): Employers must obtain this form from their group self-insurance administrator; OR <p>WC/DB CE-200, Certificate of Attestation of Exemption from New York State Workers Compensation and/or Disability Benefits Coverage. Request through the Workers' Compensation Board website.</p>	
<input type="checkbox"/> Attachment 15, Disability Benefits Requirements under WCL § 220(8): Completed Disability Benefits Coverage Form: <ul style="list-style-type: none"> • DB-120.1 (Certificate of Insurance Coverage Under The NYS Disability Benefits Law): Contact your insurance carrier or licensed NYS insurance agent for this form OR • DB-155 (Compliance With Disability Benefits Law): Board-approved self-insured employers must obtain this form from Board's Self-Insurance Office OR <p>WC/DB CE-200, Certificate of Attestation of Exemption from New York State Workers Compensation and/or Disability Benefits Coverage: Request through the Workers' Compensation Board website.</p>	29
<input checked="" type="checkbox"/> Attachment 20 – Vendor Responsibility Questionnaire	30
<input checked="" type="checkbox"/> Attachment 21 – Vendor Assurance of No Conflict of Interest	31
<input checked="" type="checkbox"/> Attachment 22 – Compliance with HIPAA and HITECH	33
<input checked="" type="checkbox"/> Attachment 23 – SDVOB Utilization Plan	36
<input checked="" type="checkbox"/> Attachment 24 – Affirmative Statements	37
<input checked="" type="checkbox"/> Attachment 25 – FOIL and Litigation Disclosure	38
<input checked="" type="checkbox"/> Attachment 26 – Sexual Harassment Prevention Certification	39
Financial Proposal	-----
<input checked="" type="checkbox"/> Number of Financial Proposals submitted (1 original hard copy) and USB flash drive (2)	-----
<input checked="" type="checkbox"/> Attachment 7, Completed, Signed, and Notarized Firm Offer Letter and Conflict of Interest Disclosure	40
<input checked="" type="checkbox"/> Attachment 19, Financial Proposal Workbook	43
Technical Proposal	-----
<input checked="" type="checkbox"/> Number of Technical Proposals submitted (1 Original hard copy) and USB flash drive (2)	-----



Office of Information Technology Services

RFP# C000540 IES System Integrator Master Service Agreements

Proposal Submission Requirements Checklist

Each Technical Proposal should include:

- ☒ Table of Contents
- ☒ Attachment 1, Completed and Signed Proposal Checklist
- ☒ Attachment 7, Firm Offer Letter and Conflict of Interest Disclosure
- ☒ Attachment 16 – Technical Proposal Forms
- ☒ Attachment 17 – Key Subcontractor Information
- ☒ Attachment 18 – Bidder References

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I certify, with my signature below, that all required and requested information listed above is completed and included in this bid submission.

Authorized Signature:

Date: 01/27/2020

Print Name and Title: Kristen Mazza, VP, Contracts

Company represented: Spruce Technology, Inc.



January 30, 2020

Mrs. Ward
Contract Management Specialist
Empire State Plaza
Swan Street Building, Core 4
Albany, NY 12223

Dear Mrs. Ward:

RE: RFP C000540 IES System Integrator

Firm Offer to the State of New York and Conflict of Interest Disclosure

SPRUCE TECHNOLOGY, INC. hereby submits this firm and binding offer to the State of New York in response to New York State Request for Proposals (RFP) # C000540 IES System Integrator Master Service Agreement, by the New York State Office of Information Technology Services. The Proposal hereby submitted by **SPRUCE TECHNOLOGY, INC.** meets or exceeds all terms, conditions and requirements set forth in the above-referenced RFP. This formal offer will remain firm and non-revocable for a minimum period of 180 days from the date proposals are due to be received by the State, or until a Contract is approved by the NYS Comptroller and executed by the State.

SPRUCE TECHNOLOGY, INC.'s complete offer is set forth in three, separately bound volumes as follows:

Technical Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

Financial Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

Administrative Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format



SPRUCE TECHNOLOGY, INC. hereby affirms that the solution proposed by the Bidder in the Proposal meets or exceeds the service level requirements set forth in the above-referenced RFP, including referenced attachments.

SPRUCE TECHNOLOGY, INC. hereby affirms that, at the time of Proposal submission, Bidder knows of no factors existing at time of Proposal submission or which are anticipated to arise during the procurement or Contract term, which would constitute a potential conflict of interest in successfully meeting the contractual obligations set forth in the above-referenced RFP and the Proposal hereby submitted, including but not limited to:

1. No potential for conflict of interest on the part of the Bidder or any due to prior, current, or proposed contracts, engagements, or affiliations; and
2. No potential conflicts in the sequence or timing of the proposed award under this RFP # C000540 relative to the timeframe for service delivery, or personnel or financial resource commitments of Bidder or to other projects.

To comply with the Vendor Responsibility Requirements outlined in Appendix C, Section 48 of the above-referenced RFP, #C000540 IES System Integrator Master Service Agreement. hereby affirms that (enter an "X" in the appropriate box):

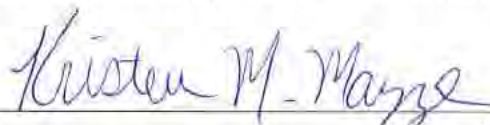
- ☒ An on-line Vendor Responsibility Questionnaire has been updated or created within the last six months, at the Office of the State Comptroller's website:

<https://portal.osc.state.ny.us/wps/portal>

A hard copy Vendor Responsibility Questionnaire is included with this Proposal and is dated within the last six months.

A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental agencies, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

By signing, the undersigned individual affirms and represents that he has the legal authority and capacity to sign and make this offer on behalf of, and has signed using that authority to legally bind **SPRUCE TECHNOLOGY, INC.** to the offer, and possesses the legal capacity to act on behalf of Bidder to execute a Contract with the State of New York. The aforementioned legal authority and capacity of the undersigned individual is affirmed by the enclosed Resolution of the Corporate Board of Directors of **SPRUCE TECHNOLOGY, INC.**


Signature

KRISTEN MAZZA

VICE PRESIDENT, COMMUNICATIONS & CONTRACTS

SPRUCE TECHNOLOGY, INC.

Corporate Seal

862.225.9302 | sales@sprucetech.com



CORPORATE ACKNOWLEDGMENT

STATE OF New Jersey }
:ss.:
COUNTY OF Passaic }
On the 30th day of January in the year 2020,
before me personally came: KRISTEN MAZZA, to me known, who, being by
me duly sworn, did depose and say that he/she/they reside(s) in Nutley, NJ;
that he/she/they is (are) Vice President of Communications & Contracts (the President or
other officer or director or attorney in fact duly appointed) of Spruce Technology, Inc., the
corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s)
thereto by authority of the board of directors of said corporation.
[Signature]
Signature and Office of Person Taking Acknowledgment My Commission Expires July 06, 2023

PARTNERSHIP ACKNOWLEDGMENT

STATE OF }
:ss.:
COUNTY OF }
On the day of in the year 200, before me personally came:
to me known, who, being by me duly sworn, did depose and say
that he reside(s) in ; that he is
(the General/Managing Partner or other officer or attorney
in fact duly appointed) of , the partnership described in said
instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of
the partnership for the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing
instrument in the name and on behalf of said partnership as the act and deed of said partnership.
Signature and Office of Person Taking Acknowledgment

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF }
:ss.:
COUNTY OF }
On the day of in the year 20, before me personally
appeared: , known to me to be the person
who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at
, Town of ,
County of , State of ; and that he executed the foregoing
instrument in his/her name and on his/her own behalf.
Notary Public



RFP# C000540 IES System Integrator Master Service Agreement

Attachment 16: Technical Proposal Form

When completing the Technical Proposal Content, please do so in the order enumerated below. **DO NOT INCLUDE ANY PRICING INFORMATION.**

Bidder must provide information which meets the minimum qualifications, set forth in 1.3 of the RFP, and demonstrates that Bidder can successfully undertake and complete a project of the scale and scope set forth in this RFP.

PART 1: ORGANIZATIONAL OVERVIEW (EXECUTIVE SUMMARY)

The Bidder must possess the administrative and organizational capacity, experience and expertise to provide the required Project Services as set forth in the RFP and the administrative structure to oversee the billing, payment, and processing of invoices to ITS for work performed under the Contract. To demonstrate that it meets or exceeds these requirements, at this part of its Technical Proposal, the Bidder must submit an Executive Summary, not to exceed five (5) pages that includes:

- (1) The name and address of the Bidder's main and branch offices and the name of the senior officer who will be responsible for this account;
- (2) A statement indicating for which Lot(s) the Bidder meets or exceeds the associated minimum bidder qualifications and for which Lot(s) it is submitting a Proposal for the State's consideration.
- (3) A concise description of the Bidder's understanding of the requirements presented in the RFP, ITS' needs, approach, and how the Bidder can assist ITS in accomplishing its objectives. The description provided should demonstrate the Bidder's understanding of (1) the scope of work included in the RFP, and (2) the effort, skills and processes necessary to successfully complete the software development services detailed in this RFP while adhering to the software development lifecycle (SDLC) prescribed by the State using State-defined tools, methodologies, and technologies and operating on a State-owned and operated platform.
- (4) A succinct statement outlining corporate/business history including a general mission statement, the overall number of employees per position, and other general information about the Bidder.
- (5) A description of the activities the Bidder is proposing to undertake to begin providing services to ITS if selected in response to a Tier II Assignment.
- (6) A statement specifying its agreement to and, as applicable, explain how it will:
 - a. Maintain an adequate organizational structure and resources sufficient to discharge its contractual responsibilities including monitoring Contract activities, deliverables, invoicing, billing, and personnel issues.
 - b. Provide for normal day-to-day communications and maintain a Contractor Sole Point of Contact (Engagement Executive) for proper communication and performance of all contractual responsibilities.
 - c. Substitute any employee whose continued presence would be detrimental to the success of the State's efforts with an employee of equal or better qualifications.
 - d. Cooperate fully with the State's staff, advisors, and any other contractors and/or subcontractors who may be engaged by the State relative to the Project Services.

RFP# C000540 IES System Integrator Master Service Agreement**(1) The name and address of the Bidder's main and branch offices and the name of the senior officer who will be responsible for this account;**

- Bidder Name: Spruce Technology, Inc.
- Bidder Address: 1149 Bloomfield Ave, Suite G, Clifton, NJ 07012
- Bidder's Senior Officer: James Mahoney, Executive Vice President of Professional Services

(2) A statement indicating for which Lot(s) the Bidder meets or exceeds the associated minimum bidder qualifications and for which Lot(s) it is submitting a Proposal for the State's consideration.

Spruce Technology, Inc. meets and exceeds the associated minimum bidder qualifications and is submitting a Proposal for Lot 1: Eligibility and Case Management; Lot 2: Data and Analytics; and Lot 4: Fair Hearings.

(3) A concise description of the Bidder's understanding of the requirements presented in the RFP, ITS' needs, approach, and how the Bidder can assist ITS in accomplishing its objectives. The description provided should demonstrate the Bidder's understanding of (1) the scope of work included in the RFP, and (2) the effort, skills and processes necessary to successfully complete the software development services detailed in this RFP while adhering to the software development lifecycle (SDLC) prescribed by the State using State-defined tools, methodologies, and technologies and operating on a State-owned and operated platform.

Spruce understands the vital importance of this RFP to advance the mission of the State's Integrated Eligibility System initiative (IES). The State has undertaken significant efforts to inform the vendor community and to solicit the best input from the most knowledgeable sources in Eligibility technology modernization, and we recognize that this is a high-profile, high-impact endeavor which requires many parties to progress on numerous parallel tracks in a coordinated way to ensure the project timeline, budget, and outcomes are upheld. Not only ITS, but also OTDA, DOH, OCFS, and the Governor's Office are urgently prioritizing the goal to improve the wellbeing of New York residents by increasing access to and awareness of available health programs.

In order to succeed in this mission, the State will require the services of experienced, established systems integrators (SIs) who can successfully lead specific projects in various subject matter areas to develop, integrate, test and deploy the numerous systems that are planned for implementation under the IES program – and, potentially, to support additional needs that are not yet planned. These SIs will be divided into lots based on four distinct areas of expertise needed by ITS, as defined in the RFP. SIs will need to coordinate and collaborate with a complex variety of stakeholders, including the several State agencies primarily driving the IES program; other state, municipal, and federal agencies; other SIs and their subcontractors; software and hardware vendors providing the foundation of the planned systems; and potentially other healthcare organizations, non-profits, and representatives of the public.

The personnel leading these engagements will need to be experienced and knowledgeable about delivering high-profile IT projects in the public sector, preferably with HHS experience. Their past performance will offer proven capabilities of working effectively with a wide range of stakeholders; adhering to strict deadlines while remaining flexible in the face of shifting schedules; and an ability to uphold quality standards to ensure consistency across all SI efforts. It is essential that each SI appoint a dedicated senior-level point of contact who can take responsibility for coordinating amongst these many stakeholders, and can serve as a point of escalation at the first sight of issues or uncertainty. Furthermore, the SIs supporting this contract must be prepared to engage and closely manage new expert personnel and/or subcontractors rapidly, if needed, to support specific technology skill-sets or subject matter expertise required at the project level.



RFP# C000540 IES System Integrator Master Service Agreement

PART 2: MINIMUM BIDDER QUALIFICATIONS

Please complete Table 1 - Project Engagement, on the following page, for each project engagement the Bidder is using to demonstrate that it meets or exceeds the Minimum Bidder Qualifications. Failure to meet the Minimum Bidder Qualifications set forth below will result in the Proposal being deemed non-responsive and eliminated from further consideration. The Minimum Bidder Qualifications section will be scored on a Pass/Fail basis.

For each Lot the Bidder is bidding on, Bidder must complete the table provided under that section. Depending on the Lot or Lots for which they are submitting Proposals, Bidders must meet the Lot-specific Minimum Bidder Qualifications to be deemed qualified to respond to that/those particular Lot/Lots. Failure to meet a given Lot's Minimum Bidder Qualifications will disqualify and eliminate the Bidder from further consideration for that Lot's services. The Lot-specific Minimum Bidder Qualifications section will be scored on a Pass/Fail basis.

Bidders should list as many projects as needed to meet the Minimum Bidder Qualifications. Additional projects in excess of the Minimum Bidder Qualifications should not be listed in this section but can be discussed in Part 5 of Attachment 16, entitled "Bidder Experience."

RFP# C000540 IES System Integrator Master Service Agreement**PART 3: PROJECT OVERVIEW**

In this section of the Technical Proposal, Part 3 – Project Overview, Bidders should demonstrate their competence and capacity to provide systems integration services, inclusive of design, development, and implementation, testing and defect resolution, knowledge transfer and cross-training of State technical staff, and tier 2-4 help desk support for all Lots bid. The Project Overview should include a narrative describing the project approach and provide information regarding how the Bidder will fulfill the services set forth in Section 2.1 of the RFP.

Specifically, the Bidder should outline the factors that it believes are critical to the success of system integration projects. Responses should indicate how the Bidder will be able to have their work product (deliverables) and tasks incorporated into the State's overall deliverables and SDLC. The Bidder should describe its experience in successfully addressing the following critical factors in other similar engagements, highlighting unique experiences, skills, or abilities the Bidder would bring to the engagement that differentiate it from other Bidders and that would maximize the likelihood of a successful outcome for Assignments. At a minimum, the Bidder must address the following:

1. Bidder's ability to have their workplan and product for any award incorporated into the State's master plan;
2. Bidder's approach to adhering to a software development lifecycle (SDLC) as prescribed by the State using State-defined tools, methodologies, and technologies and operating on a State-owned and operated platform;
3. Bidder's ability to work in a multi-vendor environment with the State and with other vendors performing IES-related work on various modules awarded through the RFP, other solicitation instruments, or separate project teams being managed by State resources;
4. Bidder's ability to manage and mitigate Bidder, or client, identified risk(s); and
5. Bidder's approach to scope, schedule, cost, and quality management, including ability to maintain strict adherence to budget.

The Project Overview will be scored based on how the Bidder addresses both its approach to the project and the critical factors listed above. This part of the Bidder's Technical Proposal must not exceed twenty (20) pages.



RFP# C000540 IES System Integrator Master Service Agreement

PART 4: CONTRACTOR'S ENGAGEMENT EXECUTIVE

This section will be evaluated and scored in accordance with section 5.1.3 of the RFP. However, this part of Bidder's Technical Proposal will not be scored if the minimum thresholds/qualifications identified below are not met. The Bidder must specify the individual it is proposing to serve as the Contractor's Sole Point of Contact during the term of the Contract, i.e., the Engagement Executive. This Part 4, including the Profile Table and reference, is not to exceed five (5) pages.

To receive a score above zero for this section, the Engagement Executive must meet or exceed the following thresholds/qualifications: ten (10) years' experience in system integration projects, with five (5) of those years serving in a leading role in multiple system integration projects for governmental entities which includes a state, quasi-state, local, or Federal agency. An ideal Engagement Executive has:

- experience in the health and human services field;
- extensive development, design, and implementation (DDI) experience on large complex projects;

experience on a leadership team of a large operational IT organization.

In addition to completing the Contractor's Table 6 - Engagement Executive on the next page, the Bidder should supply a letter of reference for the Engagement Executive. The reference letter should be one of the engagements listed in the profile and include the name, address, and contact information of the client for whom the proposed individual provided services on behalf of the Bidder similar to those expected of the Engagement Executive position. (Note: The reference letter will not be separately scored but will be used to confirm information in the Bidder's proposal.) Further, the Bidder should discuss the Engagement Executive's availability to meet with ITS staff in Albany, NY.

Anuraag Sharma
Chief Information Officer
Department of Education


To Whom It May Concern

I am writing this letter to recommend James Mahoney to your organization. I have known Jim for more than ten years, and first worked with him at the NYC Department of Health and Mental Hygiene (DOHMH) where I served as Assistant Commissioner for IT Strategy and Delivery. Jim reported to me for five years at DOHMH, and was responsible for business process automation across the agency. During his tenure with DOHMH, Jim managed the end-to-end delivery of numerous complex systems integration projects including development of an agency-wide documents and records management system, implementation of a state mandated eligibility system, enhancement of the agency's surveillance reporting platform, and development of numerous public health emergency management systems. While at DOHMH, Jim also led the initiative to develop our Lifecycle Project Management approach, and roll it out to the agency.

Shortly after Jim left DOHMH to join Spruce, I also found a new role as CIO of the NYC Department of Youth and Community Development, and later as CIO of the NYC Department of Design and Construction. I had the opportunity to work with Jim and his team in both of these positions. Jim provided both hands-on delivery and executive oversight for a number of engagements including SharePoint design and implementation, ServiceNow module configuration, and custom application development of a cloud-based project delivery management system. Today, in my role as CIO of the NYC Department of Education, I am once again engaged with Jim and his team at Spruce for the delivery of a complex and critical data services project, a large, multi-year initiative for which Jim provided the initial solution design, and is engaged as Spruce's executive oversight.

After over a decade of experience working with Jim at various agencies in the city of New York, I can confidently recommend him to you. Jim has strong public sector experience with particular emphasis on public health, but also brings the perspective of his many years of private sector work to his clients. He has a solid hands-on solution design background, and also brings years of project management expertise and strong communications skills. I am pleased to continue to work with Jim, and I am sure you will find him to be a strong partner for your organization.

Sincerely,


1/31/2020



Office of Information Technology Services

RFP# C000540 IES System Integrator Master Service Agreement

Engagement 3 - Describe nature of relationship	Start Date	End Date	Engagement budget	Number and type of staff involved	Percent budget split between Bidder/Subcontractor



Office of Information Technology Services

RFP # C000540 IES System Integrator Master Service Agreement

Attachment 18 – Bidder References

Page 1 of 3

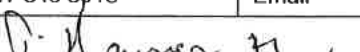
Bidder References

For each Lot covered by the Bidder's Proposal, the Bidder must provide at least one but not more than three (3) client experience(s) (i.e., active project or an engagement concluded within the past year) (hereinafter "Bidder Reference") in the format specified herein. Bidder References must be signed by the client and should reflect the Bidder's ability to provide services of similar scope to the Lot for which the reference is being provided and of similar size and complexity to that as set forth herein this RFP for the Lot for which the reference is being provided.

(Note: bidder references will not be separately evaluated and scored.)

Bidder Name: Spruce Technology, Inc.

Lot #: 1

Bidder Reference # 1				
Name of the Bidder	Spruce Technology, Inc			
Name of the Client Firm:	Massachusetts Executive Office of Health and Human Services, Department of Transitional Assistance			
Project Reference #:	ITS53 - Beacon Modernization			
Briefly describe the type and scope of services of the engagement (include role and relevance to this RFP).	Through statewide master contracts for project services and staff augmentation with the Commonwealth of Massachusetts, Spruce has placed dozens of consultants and completed multiple projects for the Executive Office of Health and Human Services (EOHHS). Most recently, Spruce was engaged by EOHHS's Department of Transitional Assistance (DTA) to assist with the modernization of the statewide benefits system. DTA provides one in eight Massachusetts residents with food & nutritional assistance, cash assistance, and employment support using the Benefit Eligibility and Control Online Network (BEACON) application. About 2000 users rely on the BEACON system daily. Through a complex project with a team of over 40 specialized resources, Spruce is helping DTA transform BEACON into a modern and user-centered application. A team of project managers, business analysts, architects, developers, UI/UX specialists, and testers are working to develop and implement changes and enhancements to the system, including implementing user responsive design and interfacing with mobile applications and interactive voice response systems.			
Engagement Budget.	\$10,000,000+			
Engagement term.	Start Date (Month/Year)	March 2018	End Date (Month/Year)	June 2020
Client Contact Name and Title:	Ramesh Tallam			
Phone Number:	617 348 5018	Email	Ramesh.tallam@state.ma.us	
Client Signature and Date	 (Ramesh Tallam)			Date 1/22/2020

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Office of Information
Technology Services

**RFP # C000540 IES System Integrator Master Service
Agreement**

Attachment 18 – Bidder References

Page 1 of 1

Bidder Reference # 2				
Name of the Bidder:	Spruce Technology, Inc.			
Name of the Client Firm:	New York City Department of Health and Mental Hygiene			
Project Reference #:	ESU			
Briefly describe the type and scope of services of the engagement (include role and relevance to this RFP).	<p>DOHMH has engaged Spruce on numerous engagements over the past few years, and my team is actively engaged with them today as well. One of the projects delivered by Spruce in 2019 was the Evaluation Standards Unit (ESU) system for the Department of Mental Health's Early Intervention (EI) program. The EI program has an important mission providing services to children in NYC experiencing developmental delays. The ESU system is used by EI to ensure proper determination of eligibility, and to manage multiple workflows, including an appeals process.</p> <p>The Spruce team engaged the EI group to understand the needs of the program, analyze the legacy system in place, and develop a new ESU application based on Microsoft Dynamics. Spruce engaged DOHMH with experienced, dedicated specialists, and our project was successfully delivered on time and on budget. I would recommend Spruce as an IT professional services firm for your organization.</p>			
Engagement Budget:	\$148K			
Engagement term:	Start Date: (Month/Year)	06/04/2018	Start Date: (Month/Year)	06/30/2019
Client Contact Name and Title:	Namrata Kumar Assistant Commissioner, Bureau of IT Strategy and Project Management			
Phone Number:	347-396-2269	Email:	nkumar@health.nyc.gov	
Client Signature and Date	<u>Namrata Kumar</u>			Date: 01/15/2020

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ITS FOIL 2022-31 001432

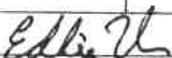


Office of Information
Technology Services

RFP # C000540 IES System Integrator Master Service
Agreement

Attachment 18 – Bidder References

Page 1 of 1

Bidder Reference # 3			
Name of the Bidder:	Spruce Technology, Inc.		
Name of the Client Firm:	New York City Department of Environmental Protection		
Project Reference #:	Operational & HR Application Suite (Multiple projects)		
Briefly describe the type and scope of services of the engagement (include role and relevance to this RFP).	<p>Spruce has provided strategic guidance and hands-on technical implementation, configuration and development services to help DEP implement a series of operational and HR systems, over the course of several years and multiple contracts. These projects have included, among others, an EEO case management solution, a Workplace Violence case management solution, a Disciplinary case management solution, an HR Requests solution, and two solutions to automate processes around the agency's stormwater management procedures. They used a methodology customized to our needs to help us implement these solutions quickly and within budget.</p> <p>Throughout our years of working together, Spruce has always provided our agency with excellent guidance, showed an excellent understanding of our regulatory needs as a government agency, helped to increase our internal capacity to support their solutions, and been very flexible and supportive. I am happy to recommend them.</p>		
Engagement Budget:	\$3M+		
Engagement term:	Start Date: (Month/Year)	June 2015	End Date: (Month/Year)
Client Contact Name and Title:	Eddie Wan, Director of Applications Development		
Phone Number:	(o) (718) 595-4560 (m) (917) 693-3008	Email:	EddieW@dep.nyc.gov
Client Signature and Date			Date: 1/22/2020

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Office of Information Technology Services

RFP # C000540 IES System Integrator Master Service Agreement

Attachment 18 – Bidder References

Page 1 of 1

Bidder Reference # 1				
Name of the Bidder:	Spruce Technology, Inc.			
Name of the Client Firm:	Sephora			
Project Reference #:	Sephora.com			
Briefly describe the type and scope of services of the engagement (include role and relevance to this RFP).	Since 2013, Spruce has provided as-needed services to Sephora in support of many IT projects, including the area of Data and Analytics. They have implemented various leading tools and technologies in the data space, including Amazon Kinesis and Snowball for data Actuation, open source technologies like Hadoop and Apache Spark, as well as AWS EMR Autoscaling for data Enrichment. They created custom dashboards and analytical reports using all Sephora in-house standards for data consumption, which pull data from numerous staging areas such as a consolidated, centralized data lake for all stores that powered huge operational changes.			
Engagement Budget:	Over \$6 million to date			
Engagement term:	Start Date: (Month/Year)	March 2013	Start Date: (Month/Year)	Ongoing
Client Contact Name and Title:	Sankara Rao Kalisetti Director of Databases			
Phone Number:	415-264-8104	Email:	Sankararao.Kalisetti@sephora.com	
Client Signature and Date			Date: 1/28/2020	

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ITS FOIL 2022-31 001434

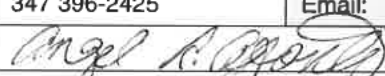


Office of Information
Technology Services

**RFP # C000540 IES System Integrator Master Service
Agreement**

Attachment 18 – Bidder References

Page 1 of 1

Bidder Reference # 2				
Name of the Bidder:	Spruce Technology, Inc.			
Name of the Client Firm:	New York City Department of Health and Mental Hygiene			
Project Reference #:	16-STI-01 - EDRI			
Briefly describe the type and scope of services of the engagement (include role and relevance to this RFP).	Spruce evaluated existing Electronic Disease Reporting Infrastructure (EDRI) software application, middleware, services, software architecture, and database implementation in order to better serve users. They provided recommendations and a roadmap for re-architecture and enhancements, and then helped implement the recommendations. This led to highly improved performance.			
Engagement Budget:	\$860,000			
Engagement term:	Start Date: (Month/Year)	August 2016	End Date: (Month/Year)	May 2019
Client Contact Name and Title:	Angel Aponte, Director of Informatics and Technology			
Phone Number:	347 396-2425	Email:	aaponte@health.nyc.gov	
Client Signature and Date				Date: 1/28/2020

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Office of Information Technology Services

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Attachment 18 – Bidder References

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Bidder Reference #3				
Name of the Bidder:	Spruce Technology, Inc.			
Name of the Client Firm:	Barrick Gold Corporation			
Project Reference #:	Digital Transformation			
Briefly describe the type and scope of services of the engagement (include role and relevance to this RFP).	Spruce provided 25+ resources, including many with very specialized skills, to help build a big data platform to actuate data from Barrick's mines using AWS cloud services. They built AI models and Tableau business intelligence dashboards to help our team make decisions using the data that was processed by this solution. This was relevant to the Data and Analytics category because it involved implementing a large scale and complex data and analytics solution. Working with Spruce was an excellent experience, and I would be very happy to work with them again. I highly recommend them for important projects requiring a high level of skill and responsiveness.			
Engagement Budget:	\$1,500,000			
Engagement term:	Start Date: (Month/Year)	February 2018	End Date: (Month/Year)	February 2019
Client Contact Name and Title:	Atit Mehrotra, Chief Of Software and Architecture (former)			
Phone Number:	510-334-7978	Email:	atitkm@gmail.com	
Client Signature and Date	Atit Mehrotra			Date: 01/27/2020

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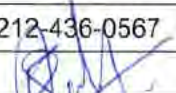


Office of Information Technology Services

RFP # C000540 IES System Integrator Master Service Agreement

Attachment 18 – Bidder References

Page 1 of 1

Bidder Reference # 3				
Name of the Bidder:	Spruce Technology, Inc.			
Name of the Client Firm:	New York City Office of Administrative Trials and Hearings			
Project Reference #:	ATAS Implementation and Support			
Briefly describe the type and scope of services of the engagement (include role and relevance to this RFP).	Spruce's resources have helped implement and maintain the ATAS system, which was built to import summons information from two dozen NYC agencies from different locations including images of tickets, witnesses and other documents captured by inspectors and enforcement officers. ATAS then loads all the information to the ATAS database and can be accessed to do various actions. Spruce has provided a series of IT professionals to support the discovery, design, deploy, and maintenance phases of the application development lifecycle.			
Engagement Budget:	\$7.1M			
Engagement term:	Start Date: (Month/Year)	September 2009	Start Date: (Month/Year)	Ongoing
Client Contact Name and Title:	Firoz Shaikh, Director, Technology Strategy and Implementation			
Phone Number:	212-436-0567	Email:	fshaikh@oath.nyc.gov	
Client Signature and Date			Date:	1/27/2020

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ITS FOIL 2022-31 001437



Financial Proposal in Response to RFP# C000540



New York State Office of Information Technology Services

IES System Integrator Master Service Agreements



Spruce Technology, Inc.

February 6, 2020

ITS FOIL 2022-31 001438



January 30, 2020

Mrs. Ward
Contract Management Specialist
Empire State Plaza
Swan Street Building, Core 4
Albany, NY 12223

Dear Mrs. Ward:

RE: RFP C000540 IES System Integrator

Firm Offer to the State of New York and Conflict of Interest Disclosure

SPRUCE TECHNOLOGY, INC. hereby submits this firm and binding offer to the State of New York in response to New York State Request for Proposals (RFP) # C000540 IES System Integrator Master Service Agreement, by the New York State Office of Information Technology Services. The Proposal hereby submitted by **SPRUCE TECHNOLOGY, INC.** meets or exceeds all terms, conditions and requirements set forth in the above-referenced RFP. This formal offer will remain firm and non-revocable for a minimum period of 180 days from the date proposals are due to be received by the State, or until a Contract is approved by the NYS Comptroller and executed by the State.

SPRUCE TECHNOLOGY, INC.'s complete offer is set forth in three, separately bound volumes as follows:

Technical Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

Financial Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

Administrative Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format



SPRUCE TECHNOLOGY, INC. hereby affirms that the solution proposed by the Bidder in the Proposal meets or exceeds the service level requirements set forth in the above-referenced RFP, including referenced attachments.

SPRUCE TECHNOLOGY, INC. hereby affirms that, at the time of Proposal submission, Bidder knows of no factors existing at time of Proposal submission or which are anticipated to arise during the procurement or Contract term, which would constitute a potential conflict of interest in successfully meeting the contractual obligations set forth in the above-referenced RFP and the Proposal hereby submitted, including but not limited to:

1. No potential for conflict of interest on the part of the Bidder or any due to prior, current, or proposed contracts, engagements, or affiliations; and
2. No potential conflicts in the sequence or timing of the proposed award under this RFP # C000540 relative to the timeframe for service delivery, or personnel or financial resource commitments of Bidder or to other projects.

To comply with the Vendor Responsibility Requirements outlined in Appendix C, Section 48 of the above-referenced RFP, #C000540 IES System Integrator Master Service Agreement, hereby affirms that (enter an "X" in the appropriate box):

- ☒ An on-line Vendor Responsibility Questionnaire has been updated or created within the last six months, at the Office of the State Comptroller's website:

<https://portal.osc.state.ny.us/wps/portal>

A hard copy Vendor Responsibility Questionnaire is included with this Proposal and is dated within the last six months.

A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental agencies, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

By signing, the undersigned individual affirms and represents that he has the legal authority and capacity to sign and make this offer on behalf of, and has signed using that authority to legally bind **SPRUCE TECHNOLOGY, INC.** to the offer, and possesses the legal capacity to act on behalf of Bidder to execute a Contract with the State of New York. The aforementioned legal authority and capacity of the undersigned individual is affirmed by the enclosed Resolution of the Corporate Board of Directors of **SPRUCE TECHNOLOGY, INC.**



Signature

KRISTEN MAZZA

VICE PRESIDENT, COMMUNICATIONS & CONTRACTS

SPRUCE TECHNOLOGY, INC.

Corporate Seal

862.225.9302 | sales@sprucetech.com



CORPORATE ACKNOWLEDGMENT

STATE OF New Jersey }
:ss.:
COUNTY OF Passaic }
On the 30th day of January in the year 2020,
before me personally came: KRISTEN MAZZA, to me known, who, being by
me duly sworn, did depose and say that he/she/they reside(s) in Nutley, NJ;
that he/she/they is (are) Vice President of Communications & Contracts (the President or
other officer or director or attorney in fact duly appointed) of Spruce Technology, Inc., the
corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s)
thereto by authority of the board of directors of said corporation.
[Signature]
Signature and Office of Person Taking Acknowledgment My Commission Expires July 06, 2023

PARTNERSHIP ACKNOWLEDGMENT

STATE OF }
:ss.:
COUNTY OF }
On the _____ day of _____ in the year 200____, before me personally came:
_____ to me known, who, being by me duly sworn, did depose and say
that he reside(s) in _____; that he is
_____ (the General/Managing Partner or other officer or attorney
in fact duly appointed) of _____, the partnership described in said
instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of
the partnership for the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing
instrument in the name and on behalf of said partnership as the act and deed of said partnership.

Signature and Office of Person Taking Acknowledgment

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF }
:ss.:
COUNTY OF }
On the _____ day of _____ in the year 20____, before me personally
appeared: _____, known to me to be the person
who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at
_____, Town of _____,
County of _____, State of _____; and that he executed the foregoing
instrument in his/her name and on his/her own behalf.

Notary Public



**RFP# C000540- IES System Integrator Master Service Agreements
Attachment 19 – Financial Proposal**

**Attachment 19 – Financial Proposal
Page 1 of 4**

FINANCIAL PROPOSAL

INSTRUCTIONS FOR SUBMISSION

The Bidder must respond to all sections of the Financial Proposal in the format specified in the Pricing Schedule as contained herein this RFP, **Attachment 19**, respectively. The *Financial Proposal* must be furnished in hard copy, with electronic version in Microsoft Word, Microsoft Excel, Microsoft Project, Visio or Adobe Acrobat, as applicable. In the event of a discrepancy between the hard copy and electronic copy, the hard copy shall govern.

The *Financial Proposal* must contain the following information, in the order enumerated below:



RFP# C000540- IES System Integrator Master Service Agreements
Attachment 19 – Financial Proposal

Attachment 19 – Page 2 of 4

Attachment 19 – PRICING SCHEDULE

Pricing Schedule Instructions/Assumptions

INSTRUCTIONS FOR COMPLETION

This Form (Attachment 19), must be completed in its entirety according to the following instructions:

- Bidders are instructed to utilize the job titles as listed and described in Appendix L even if they are not consistent with the Bidder's existing job titles.
- The Financial Proposal must include the hourly rate (U.S. dollars) for each title listed in Attachment 19. A dollar rate of zero is **not acceptable**.
- All hourly rates must be presented as a fixed dollar amount. Rates as quoted should be expressed in decimals, not to exceed two places for each item.
- Submit only one rate for each job title; a range of hourly rates is **not acceptable**. **Do not leave blanks or fail to provide a rate for each title in the given lot you are bidding on.**
- The Bidder must certify that their proposed, not-to-exceed hourly rates cover all services required in this RFP. **The proposed rates must be inclusive of all direct and indirect costs, fees, profit and all overhead expenses, including, but not limited to, all training, travel costs, parking fees, and other ancillary fees and costs including permits, licenses, and insurance and any necessary office space within 15 miles of 40 North Pearl Street, Albany, NY.**

****Please note that the hourly rates proposed in any Tier II responses must not exceed the Contractor's hourly rates proposed for the Tier I Contract; must cover all of all direct and indirect costs, fees, profit and all overhead expenses, including, but not limited to, all training, travel costs, parking fees, and other ancillary fees and costs including permits, licenses, and insurance.***



RFP# C000540- IES System Integrator Master Service Agreements
Attachment 19 – Financial Proposal

Attachment 19 – Page 3 of 4

Pricing Schedule – Albany

Job Title	Job Level	Not-To-Exceed Hourly Rates Lot 1	Not-To- Exceed Hourly Rates Lot 2	Not-To- Exceed Hourly Rates Lot 3	Not-To- Exceed Hourly Rates Lot 4
Business Analyst	Level I	\$55.36	\$53.70	N/A	\$55.36
Business Analyst	Level II	\$95.16	\$92.31	N/A	\$95.16
Business Analyst	Level III	\$148.49	\$144.04	N/A	\$148.49
Architect	Level I	\$71.72	\$69.57	N/A	\$71.72
Architect	Level II	\$120.26	\$116.65	N/A	\$120.26
Architect	Level III	\$163.14	\$158.24	N/A	\$163.14
Developer	Level I	\$65.99	\$64.01	N/A	\$65.99
Developer	Level II	\$104.57	\$101.43	N/A	\$104.57
Developer	Level III	\$145.36	\$141.00	N/A	\$145.36
Project Manager	Level I	\$66.94	\$64.93	N/A	\$66.94
Project Manager	Level II	\$122.35	\$118.68	N/A	\$122.35
Project Manager	Level III	\$185.87	\$180.29	N/A	\$185.87
Security Analyst	Level I	\$79.00	\$76.63	N/A	\$79.00
Security Analyst	Level II	\$142.22	\$137.96	N/A	\$142.22
Security Analyst	Level III	\$186.14	\$180.56	N/A	\$186.14
Specialist	Level I	\$67.90	\$65.86	N/A	\$67.90
Specialist	Level II	\$127.58	\$123.75	N/A	\$127.58
Specialist	Level III	\$254.47	\$246.84	N/A	\$254.47
Tester	Level I	\$56.29	\$54.60	N/A	\$56.29
Tester	Level II	\$95.16	\$92.31	N/A	\$95.16
Tester	Level III	\$129.68	\$125.78	N/A	\$129.68
Trainer	Level I	\$58.21	\$56.46	N/A	\$58.21
Trainer	Level II	\$89.93	\$87.23	N/A	\$89.93
Trainer	Level III	\$133.85	\$129.84	N/A	\$133.85



RFP# C000540- IES System Integrator Master Service Agreements
Attachment 19 – Financial Proposal

Attachment 19 – Page 4 of 4

Pricing Schedule – NYC

Job Title	Job Level	Not-To-Exceed Hourly Rates Lot 1	Not-To- Exceed Hourly Rates Lot 2	Not-To- Exceed Hourly Rates Lot 3	Not-To- Exceed Hourly Rates Lot 4
Business Analyst	Level I	\$57.02	\$55.31	N/A	\$57.02
Business Analyst	Level II	\$98.02	\$95.08	N/A	\$98.02
Business Analyst	Level III	\$152.95	\$148.36	N/A	\$152.95
Architect	Level I	\$73.87	\$71.66	N/A	\$73.87
Architect	Level II	\$123.86	\$120.15	N/A	\$123.86
Architect	Level III	\$168.03	\$162.99	N/A	\$168.03
Developer	Level I	\$67.97	\$65.93	N/A	\$67.97
Developer	Level II	\$107.71	\$104.48	N/A	\$107.71
Developer	Level III	\$149.72	\$145.23	N/A	\$149.72
Project Manager	Level I	\$68.95	\$66.88	N/A	\$68.95
Project Manager	Level II	\$126.02	\$122.24	N/A	\$126.02
Project Manager	Level III	\$191.45	\$185.70	N/A	\$191.45
Security Analyst	Level I	\$81.37	\$78.93	N/A	\$81.37
Security Analyst	Level II	\$146.49	\$142.09	N/A	\$146.49
Security Analyst	Level III	\$191.73	\$185.98	N/A	\$191.73
Specialist	Level I	\$69.94	\$67.84	N/A	\$69.94
Specialist	Level II	\$131.40	\$127.46	N/A	\$131.40
Specialist	Level III	\$262.10	\$254.24	N/A	\$262.10
Tester	Level I	\$57.98	\$56.24	N/A	\$57.98
Tester	Level II	\$98.02	\$95.08	N/A	\$98.02
Tester	Level III	\$133.57	\$129.56	N/A	\$133.57
Trainer	Level I	\$59.96	\$58.16	N/A	\$59.96
Trainer	Level II	\$92.63	\$89.85	N/A	\$92.63
Trainer	Level III	\$137.87	\$133.73	N/A	\$137.87

Administrative Proposal Contents

As signed original forms, composed of varying templates and document types, we were unable to apply consecutive pagination to the hard copy of the Administrative Proposal. The page numbers below, reflect the location of the scanned Attachments provided on the electronic copy.

Attachment 1, Proposal Checklist.....	Page 2
Attachment 3, Non-Collusive Bidding Certification.....	Page 6
Attachment 5, NYS Required Certification	Page 8
Attachment 7, Firm Offer Letter and Conflict of Interest Disclosure	Page 9
Attachment 8, Procurement Lobbying Forms and EO 177	Page 13
Attachment 9, EEO 100 – Equal Employment Opportunity Staffing Plan,	Page 14
Attachment 10, MWBE 100 - MWBE Utilization Plan	Page 16
Attachment 11, Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement- Form # 4	Page 44
Attachment 12, Encouraging Use of NYS Businesses in Contract Performance	Page 46
Attachment 13, Contractor Certification to Covered Agency, ST-220-CA	Page 47
Attachment 14, Bidder Information Form	Page 48
Attachment 15, Worker’s Compensation Requirements	Page 49
Attachment 15, Disability Benefits Requirements	Page 51
Attachment 20, Vendor Responsibility Questionnaire	Page 53
Attachment 21, Vendor Assurance of No Conflict of Interest.....	Page 54
Attachment 22, Compliance with HIPAA and HITECH.....	Page 56
Attachment 23, SDVOB Utilization Plan	Page 92
Attachment 24, Affirmative Statements	Page 94
Attachment 25, FOIL and Litigation Disclosure	Page 95
Attachment 26, Sexual Harassment Prevention Certification.....	Page 108



RFP# C000540 IES System Integrator Master Service Agreements

Proposal Submission Requirements Checklist

Checklist Item	Page #
Administrative Proposal	
<input checked="" type="checkbox"/> Correct Number of Administrative Proposals submitted (1 original hard copy) and USB flash drive (2) <u>Each Administrative Proposal should include:</u>	
<input checked="" type="checkbox"/> Attachment 1 - Proposal Checklist, completed and signed	Page 2
<input checked="" type="checkbox"/> Attachment 3 – Non-Collusive Bidding Certification	Page 6
<input checked="" type="checkbox"/> Attachment 5 - NYS Required Certification	Page 8
<input checked="" type="checkbox"/> Attachment 7, Completed, Signed, and Notarized Firm Offer Letter and Conflict of Interest Disclosure	Page 9
<input checked="" type="checkbox"/> Attachment 8, Completed Procurement Lobbying Forms and EO 177 <ul style="list-style-type: none"> Completed and signed Offeror’s Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b) Completed and signed Offeror Disclosure of Prior Non-Responsibility Determinations	Page 13
<input checked="" type="checkbox"/> Attachment 9, EEO 100 – Equal Employment Opportunity Staffing Plan, completed and signed	Page 14
<input checked="" type="checkbox"/> Attachment 10, Completed and signed MWBE 100 - MWBE Utilization Plan	Page 16
<input checked="" type="checkbox"/> Attachment 11, Completed Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement- Form # 4	Page 44
<input checked="" type="checkbox"/> Attachment 12, Encouraging Use of NYS Businesses in Contract Performance	Page 46
<input checked="" type="checkbox"/> Attachment 13, Contractor Certification to Covered Agency, ST-220-CA, completed, signed, and notarized	Page 47
<input checked="" type="checkbox"/> Attachment 14, Bidder Information Form	Page 48
<input checked="" type="checkbox"/> Attachment 15, Workers’ Compensation Requirements under WCL § 57: Completed Workers Compensation Coverage Form*: <ul style="list-style-type: none"> C-105.2 (Certificate of NYS Workers' Compensation Insurance Coverage): Contact your insurance carrier or licensed NYS insurance agent for this form OR U-26.3 (NY State Insurance Fund Certificate of Workers' Compensation Coverage) Available from the NYS Insurance Fund OR 	Page 49

* We agree to the required forms of insurance and the associated coverage minimums as stated in your RFP. We look forward to confirming certain minor detail clarifications to align with the details of our industry-standard coverage.



RFP# C000540 IES System Integrator Master Service Agreements

Proposal Submission Requirements Checklist

<ul style="list-style-type: none"> • SI-12 (Affidavit Certifying That Compensation Has Been Secured): Board-approved self-insurers must obtain this form from Board's Self-Insurance Office OR • GSI-105.2 (Certificate of Participation in Workers' Compensation Group Board-Approved Self-Insurance): Employers must obtain this form from their group self-insurance administrator; OR <p>WC/DB CE-200, Certificate of Attestation of Exemption from New York State Workers Compensation and/or Disability Benefits Coverage. Request through the Workers' Compensation Board website.</p>	
<p><input checked="" type="checkbox"/> Attachment 15, Disability Benefits Requirements under WCL § 220(8): Completed Disability Benefits Coverage Form*:</p> <ul style="list-style-type: none"> • DB-120.1 (Certificate of Insurance Coverage Under The NYS Disability Benefits Law): Contact your insurance carrier or licensed NYS insurance agent for this form OR • DB-155 (Compliance With Disability Benefits Law): Board-approved self-insured employers must obtain this form from Board's Self-Insurance Office OR <p>WC/DB CE-200, Certificate of Attestation of Exemption from New York State Workers Compensation and/or Disability Benefits Coverage: Request through the Workers' Compensation Board website.</p>	Page 51
<input checked="" type="checkbox"/> Attachment 20 – Vendor Responsibility Questionnaire	Page 53
<input checked="" type="checkbox"/> Attachment 21 – Vendor Assurance of No Conflict of Interest	Page 54
<input checked="" type="checkbox"/> Attachment 22 – Compliance with HIPAA and HITECH	Page 56
<input checked="" type="checkbox"/> Attachment 23 – SDVOB Utilization Plan	Page 92
<input checked="" type="checkbox"/> Attachment 24 – Affirmative Statements	Page 94
<input checked="" type="checkbox"/> Attachment 25 – FOIL and Litigation Disclosure	Page 95
<input checked="" type="checkbox"/> Attachment 26 – Sexual Harassment Prevention Certification	Page 108
Financial Proposal	
<input checked="" type="checkbox"/> Number of Financial Proposals submitted (1 original hard copy) and USB flash drive (2)	Page
<input checked="" type="checkbox"/> Attachment 7, Completed, Signed, and Notarized Firm Offer Letter and Conflict of Interest Disclosure	Page 3
<input checked="" type="checkbox"/> Attachment 19, Financial Proposal Workbook	Page 7



RFP# C000540 IES System Integrator Master Service Agreements

Proposal Submission Requirements Checklist

* We agree to the required forms of insurance and the associated coverage minimums as stated in your RFP. We look forward to confirming certain minor detail clarifications to align with the details of our industry-standard coverage.

Technical Proposal

☒ Number of Technical Proposals submitted (1 Original hard copy) and USB flash drive (2)

Each Technical Proposal should include:

Table of Contents

- ☒ Attachment 1, Completed and Signed Proposal Checklist
- ☒ Attachment 7, Firm Offer Letter and Conflict of Interest Disclosure
- ☒ Attachment 16 – Technical Proposal Forms
- ☒ Attachment 17 – Key Subcontractor Information
- ☒ Attachment 18 – Bidder References

Page 1
Page 3
Page 7
Page 11
Page 559
Pages 591

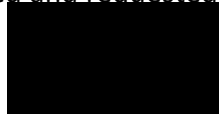


Office of Information Technology Services

RFP# C000540 IES System Integrator Master Service Agreements

Proposal Submission Requirements Checklist

I certify, with my signature below, that all required and requested information listed above is completed and included in this bid submission.



Authorized Signature:

Date: February 6, 2020

Print Name and Title: David Buck, Principal

Company represented: Deloitte Consulting LLP

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW**

SECTION 139-D, Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of January, 2020 as the act and deed of said corporation of partnership.

STATE OF NEW YORK }

} SS

COUNTY OF Albany }

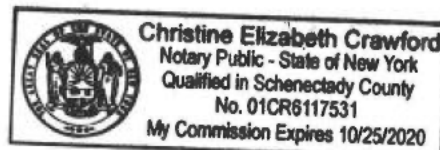
On the 28th day of January in the year of 2020, before me personally appeared David A. Buck, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing Non-collusive Bidding Certification (instrument) and acknowledged to me that he/she executed the same in his/her capacity, and on his/her own behalf.

Deloitte Consulting LLP

Notary Public

Registration No:

Christine S. Crawford
01CR6117531



Attachment 3 - Non-Collusive Bidding Certification
New York State Office of Information Technology Services
RFP# C000540 IES System Integrator Master Service Agreements

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS LEGAL RESIDENCE

Deloitte Consulting has more than 4,000 partners or principals, and no partner or principal has more than 1% ownership of the firm. Below are the partners or principals directly involved in this procurement.

David A. Buck

Brian Holwig

Sundhar Sekhar



IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME

LEGAL RESIDENCE

President:

Secretary:

Treasurer:

Identifying Data

Potential Contractor Deloitte Consulting LLP

Address 111 Washington Ave., Suite 500

Street

Albany, NY 12210

City, Town, etc.

Telephone 203-918-0097

(If applicable, Responsible Corporate Officer)

Name David A. Buck

Title Principal

Signature _____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By _____

Name

Name

Title

Title

Address _____

Street

Address _____

Street

City

State

City

State



Office of Information Technology Services

RFP #C000540 IES System Integrator Master Service Agreements Attachment 5- NYS Required Certification

Non-discrimination in Employment in Northern Ireland

MacBride Fair Employment Principles

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the bidder, either: (answer yes or no to one or both of the following, as applicable)

(1) has business operations in Northern Ireland

Yes _____ No X

If Yes,

(2) shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes _____ No _____

February 3, 2020

Mrs. Ward
Contract Management Specialist
Empire State Plaza
Swan Street Building, Core 4
Albany, NY 12223

Dear Mrs. Ward:

RE: RFP C000540 IES System Integrator

Firm Offer to the State of New York and Conflict of Interest Disclosure

Deloitte Consulting LLP (Deloitte) hereby submits this firm and binding offer to the State of New York in response to New York State Request for Proposals (RFP) # C000540 IES System Integrator Master Service Agreement, by the New York State Office of Information Technology Services. The Proposal hereby submitted by **Deloitte** meets or exceeds all terms, conditions and requirements set forth in the above-referenced RFP. This formal offer will remain firm and non-revocable for a minimum period of 180 days from the date proposals are due to be received by the State, or until a Contract is approved by the NYS Comptroller and executed by the State.

Deloitte's complete offer is set forth in three, separately bound volumes as follows:

Technical Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

Financial Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

Administrative Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

As used in this document, "Deloitte" means Deloitte Consulting LLP, a subsidiary of Deloitte LLP. Please see www.deloitte.com/us/about for a detailed description of the legal structure of Deloitte LLP and its subsidiaries. Certain services may not be available to attest clients under the rules and regulations of public accounting.

Deloitte hereby affirms that the solution proposed by the Bidder in the Proposal meets or exceeds the service level requirements set forth in the above-referenced RFP, including referenced attachments.

Deloitte hereby affirms that, at the time of Proposal submission, Bidder knows of no factors existing at time of Proposal submission or which are anticipated to arise during the procurement or Contract term, which would constitute a potential conflict of interest in successfully meeting the contractual obligations set forth in the above-referenced RFP and the Proposal hereby submitted, including but not limited to:

1. No potential for conflict of interest on the part of the Bidder or any due to prior, current, or proposed contracts, engagements, or affiliations; and
2. No potential conflicts in the sequence or timing of the proposed award under this RFP # C000540 relative to the timeframe for service delivery, or personnel or financial resource commitments of Bidder or to other projects.

To comply with the Vendor Responsibility Requirements outlined in Appendix C, Section 48 of the above-referenced RFP, #C000540 IES System Integrator Master Service Agreement. hereby affirms that (enter an "X" in the appropriate box):

- ☒ An on-line Vendor Responsibility Questionnaire has been updated or created within the last six months, at the Office of the State Comptroller's website:

<https://portal.osc.state.ny.us/wps/portal>

- ☐ A hard copy Vendor Responsibility Questionnaire is included with this Proposal and is dated within the last six months.
- ☐ A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental agencies, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

By signing, the undersigned individual affirms and represents that he has the legal authority and capacity to sign and make this offer on behalf of, and has signed using that authority to legally bind **Deloitte** to the offer, and possesses the legal capacity to act on behalf of Bidder to execute a Contract with the State of New York. The aforementioned legal authority and capacity of the undersigned individual is affirmed by the enclosed Resolution of the Corporate Board of Directors of **Deloitte**.



CORPORATE ACKNOWLEDGMENT

STATE OF }
:ss.:
COUNTY OF }

On the _____ day of _____ in the year 20 __ ,
before me personally came: _____, to me known, who, being
by me duly sworn, did depose and say that he/she/they reside(s) in _____;
(are) _____ (the President or other officer or director or
attorney in fact duly appointed) of _____, the
corporation described in and which executed the above instrument; and that he/she/they signed
his/her/their name(s) thereto by authority of the board of directors of said corporation.

Signature and Office of Person Taking Acknowledgment

PARTNERSHIP ACKNOWLEDGMENT

STATE OF } Pennsylvania
:ss.:
COUNTY OF } Dauphin

On the 21st day of January in the year 2020 before me personally came:
[Redacted] to me known, who, being by me duly sworn, did depose
[Redacted] that he is _____ (the General/Managing Partner or other officer
or attorney in fact duly appointed) of _____, the
partnership described in said instrument; that, by the terms of said partnership, he is authorized to
execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that,
pursuant to that authority, he executed the foregoing instrument in the name and on behalf of said
partnership as the act and deed of said partnership.

Mary Christina Keller notary
Signature and Office of Person Taking Acknowledgment

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Mary Christina Keller, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires Sept. 28, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF }



**RFP #C000540 IES System Integrator Master Service Agreements
ATTACHMENT 12 - ENCOURAGING USE OF NEW YORK STATE BUSINESSES
IN CONTRACT PERFORMANCE**

New York State businesses have a substantial presence in State Contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders need to be aware that all authorized users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Bidders are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State Contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. The State therefore expects Bidders to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders can demonstrate their commitment to the use of New York State businesses by responding to the question below; however, the State will not award any points during evaluation of Bidder's response to this procurement:

Will New York State Businesses be used in the performance of this Contract? ☒ Yes ☐ No

If yes, identify New York State Business (es) that will be used; (Attach identifying information).

Deloitte: 30 Rockefeller Plaza, New York, NY 10112

Sanghi Consulting, Inc.: PO Box 3902, Albany, NY 12203

VenTek Inc.: 19 Crest Hollow Lane, Albertson, NY 11507

Command and Control Solutions Corporation: 15 Spice Mill Blvd., Clifton Park, NY 12065

Technology Professionals Group dba Cloud and Things: 15 Yardley Ct, Loudonville, NY 12211

Currier, McCabe and Associates, Inc. dba CMA Consulting Services: 700 Troy Schenectady Rd #2456, Latham, NY 12210

EQUAL EMPLOYMENT OPPORTUNITY – STAFFING PLAN

EE0-100 (v.2015.12.09es)

(Instructions on Page 2)

Contractor's Name: Deloitte Consulting LLP
 Address: 111 Washington Ave., Suite 500
 City, State, ZIP: Albany, NY 12210

Telephone: 203-918-0097
 Federal ID No.: [REDACTED] SFS Vendor ID: [REDACTED]
 Contract No(s): RFP# C000540

Report includes -Please select one from the options below:

Reporting Entity - Please select one from the options below:

- ☐ Work force utilized on this contract
☒ Contractor/Subcontractor's total work force **

- ☒ Contractor
☐ Subcontractor
 **See attached EEO - 100 Reports for Deloitte's New York locations for Deloitte Consulting LLP

Job Categories	Total Work Force	Race/Ethnicity - report employees in only one category													
		Hispanic or Latino		Not-Hispanic or Latino											
				Male						Female					
		Male	Female	White	Black or African American	Native Hawaiian Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races
Executive/Senior Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL															

PREPARED BY (Signature): [REDACTED]
 NAME AND TITLE OF PREPARER: OJ Magnan. CTS ELE Regulatory Compliance Manager
 (print or type)

DATE: 1/31/2020
 TELEPHONE/EMAIL: [REDACTED]

INSTRUCTIONS

General Instructions: All Offeror and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

Instructions for Completing:

1. Enter the Solicitation or Contract number that this report applies to, along with the name, address, and federal ID number of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
3. Check off the appropriate box to indicate if the Contractor completing the report is the contractor or subcontractor.
4. Check off the box that corresponds to the reporting period for this report.
5. Enter the total work force by EEO job category.
6. Enter the name, title, phone number and/or email address for the person completing the form. Sign and date the form in designated areas.

RACE/ETHNIC IDENTIFICATION

For purposes of this form CIO/OFT will accept the definitions of race/ethnic designations used by the federal Equal Employment Opportunity Commission (EEOC), as those definitions are described below or amended hereafter. (Be advised these terms may be defined differently for other purposes under NYS statutory, regulatory, or case law). Race/ethnic designations as used by the EEOC do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. The race/ethnic categories for this survey are:

- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.

CO= BZ77048
U= GQ46574

EQUAL EMPLOYMENT OPPORTUNITY
2018 EMPLOYER INFORMATION REPORT
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

SECTION C - TEST FOR FILING REQUIREMENT

1. DELOITTE LLP
30 ROCKEFELLER PLAZA

NEW YORK, NY 10112

2a. DELOITTE CONSULTING LLP
30 ROCKEFELLER PLAZA

NEW YORK, NY 10112
NEW YORK COUNTY
c. Y

SECTION E - ESTABLISHMENT INFORMATION

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO											OVERALL TOTALS
			***** MALE *****					***** FEMALE *****						
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES
EXECUTIVE/SR OFFICIALS & MGRS														
FIRST/MID OFFICIALS & MGRS														
PROFESSIONALS														
TECHNICIANS														
SALES WORKERS														
ADMINISTRATIVE SUPPORT														
CRAFT WORKERS														
OPERATIVES														
LABORERS & HELPERS														
SERVICE WORKERS														
TOTAL														
PREVIOUS REPORT TOTAL														

SECTION F - REMARKS

CO= BZ77048
U= HG15146

EQUAL EMPLOYMENT OPPORTUNITY
2018 EMPLOYER INFORMATION REPORT
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. DELOITTE LLP
30 ROCKEFELLER PLAZA

NEW YORK, NY 10112

2a. DELOITTE CONSULTING LLP
330 HUDSON STREET 9TH FL

NEW YORK, NY 10013
NEW YORK COUNTY
c. Y

SECTION C - TEST FOR FILING REQUIREMENT

[REDACTED]

SECTION E - ESTABLISHMENT INFORMATION

[REDACTED]

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS
			***** MALE *****						***** FEMALE *****						
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS															
FIRST/MID OFFICIALS & MGRS															
PROFESSIONALS															
TECHNICIANS															
SALES WORKERS															
ADMINISTRATIVE SUPPORT															
CRAFT WORKERS															
OPERATIVES															
LABORERS & HELPERS															
SERVICE WORKERS															
TOTAL															
PREVIOUS REPORT TOTAL															

SECTION F - REMARKS

M/WBE UTILIZATION PLAN

M/WBE 100 (v.2015.12.09es)

INSTRUCTIONS: This form **MUST** be submitted with any bid, proposal, or proposed negotiated contract prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS-certified Minority and Women-owned Business Enterprise (M/WBE), including the offeror if a NYS-certified MWBE, and estimated (or actual if known) annual dollar value under the contract and reflect the MWBE participation goals specified in the contract or procurement document.

Will there be M/WBE participation for services provided under this contract? ☒ YES ☐ NO

Contract Overview					
Offeror/Contractor Name:	Deloitte Consulting LLP		Telephone:	203-918-0097	
Address	111 Washington Ave. Suite 500		Federal ID No:	[REDACTED]	SFS Vendor ID: [REDACTED]
City, State, Zip:	Albany, NY 12210		Solicitation No:	RFP# C000540	
NYS Certified M/WBE Fill out box below for each NYS-Certified M/WBE Contractor or Subcontractor	Classification	Description of Scope of Work (Subcontracts/Supplies/Services)	Annual Dollar Value of Subcontracts/Supplies/Services		
Name:	[REDACTED]				
Address:					
City, State, Zip:					
Telephone:					
Fed. ID. No:					
Name:			<input type="checkbox"/> MBE	<input type="checkbox"/> DIRECT (Spending directly fulfilling contract obligations)	\$ _____
Address:			<input type="checkbox"/> WBE	<input type="checkbox"/> INDIRECT (Spending in support of company operations.)	
City, State, Zip:			<input type="checkbox"/> DUAL	Description: _____	
Telephone:			<input type="checkbox"/> Copy of written agreement attached (Required for teaming)		
Fed. ID. No:					

☒ **VENDOR CERTIFICATION:** I hereby affirm that the information supplied in this utilization plan is true and correct.

Signature:

[REDACTED]

Date:

February 6, 2020

Print Name:

David A. Buck

Telephone No:

203-918-0097

M/WBE UTILIZATION PLAN

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 142, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Title:

Principal

Email:

dbuck@deloitte.com

M/WBE UTILIZATION PLAN

FOR AUTHORIZED USE ONLY				
Utilization Plan Approved:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date:	_____
Notice of Deficiency Issued:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date:	_____
Notice of Acceptance Issued:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date:	_____
Reviewed By:	_____		Date:	_____
Comment(s):				

M/WBE UTILIZATION PLAN

M/WBE 100 (v.2015.12.09es)

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Contract Overview			
Offeror/Contractor Name:	<u>Deloitte Consulting LLP</u>	Telephone:	<u>203-918-0097</u>
Address	<u>111 Washington Ave., Suite 500</u>	Federal ID No:	<u>[REDACTED]</u>
		SFS Vendor ID:	<u>[REDACTED]</u>
City, State, Zip:	<u>Albany NY, 12210</u>	Solicitation No:	<u>RFP# C000540</u>
NYS Certified M/WBE Fill out box below for each NYS-Certified M/WBE Contractor or Subcontractor	Classification	Description of Scope of Work (Subcontracts/Supplies/Services)	Annual Dollar Value of Subcontracts/Supplies/Services

☒ **VENDOR CERTIFICATION:** I hereby affirm that the information supplied in this utilization plan is true and correct.

Signature:

[REDACTED]

Date:

February 6, 2020

Print Name:

David A. Buck

Telephone No:

203-918-0097

M/WBE UTILIZATION PLAN

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Title:

Principal

Email:

dbuck@deloitte.com

M/WBE UTILIZATION PLAN

FOR AUTHORIZED USE ONLY				
Utilization Plan Approved:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date:	_____
Notice of Deficiency Issued:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date:	_____
Notice of Acceptance Issued:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date:	_____
Reviewed By:	_____		Date:	_____
Comment(s):				

M/WBE UTILIZATION PLAN

M/WBE 100 (v.2015.12.09es)

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Contract Overview			
Offeror/Contractor Name:	<u>Deloitte Consulting LLP</u>	Telephone:	<u>203-918-0097</u>
Address	<u>111 Washington Ave., Suite 500</u>	Federal ID No:	<u>[REDACTED]</u>
City, State, Zip:	<u>Albany NY, 12210</u>	Solicitation No:	<u>RFP# C000540</u>
NYS Certified M/WBE Fill out box below for each NYS-Certified M/WBE Contractor or Subcontractor	Classification	Description of Scope of Work (Subcontracts/Supplies/Services)	Annual Dollar Value of Subcontracts/Supplies/Services

☒ **VENDOR CERTIFICATION:** I hereby affirm that the information supplied in this utilization plan is true and correct.

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 142, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Signature:

[REDACTED]

Date:

February 6, 2020

Print Name:

David A. Buck

Telephone No:

203-918-0097

Title:

Principal

Email:

dbuck@deloitte.com

M/WBE UTILIZATION PLAN

FOR AUTHORIZED USE ONLY				
Utilization Plan Approved:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date:	_____
Notice of Deficiency Issued:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date:	_____
Notice of Acceptance Issued:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date:	_____
Reviewed By:	_____		Date:	_____
Comment(s):				

M/WBE UTILIZATION PLAN

M/WBE 100 (v.2015.12.09es)

INSTRUCTIONS: This form *MUST* be submitted with any bid, proposal, or proposed negotiated contract prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS-certified Minority and Women-owned Business Enterprise (M/WBE), including the offeror if a NYS-certified MWBE, and estimated (or actual if known) annual dollar value under the contract and reflect the MWBE participation goals specified in the contract or procurement document.

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Contract Overview			
Offeror/Contractor Name:	<u>Deloitte Consulting LLP</u>	Telephone:	<u>203-918-0097</u>
Address	<u>111 Washington Ave., Suite 500</u>	Federal ID No:	<u>[REDACTED]</u>
City, State, Zip:	<u>Albany NY, 12210</u>	Solicitation No:	<u>RFP# C000540</u>
NYS Certified M/WBE Fill out box below for each NYS-Certified M/WBE Contractor or Subcontractor	Classification	Description of Scope of Work (Subcontracts/Supplies/Services)	Annual Dollar Value of Subcontracts/Supplies/Services

--	--	--	--

☒ **VENDOR CERTIFICATION:** I hereby affirm that the information supplied in this utilization plan is true and correct.

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 142, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Signature: [REDACTED]

Print Name: David A. Buck

Title: Principal

Date: February 6, 2020

Telephone No: 203-918-0097

Email: dbuck@deloitte.com

M/WBE UTILIZATION PLAN

FOR AUTHORIZED USE ONLY

Utilization Plan Approved: ☐ Y ☐ N Date: _____

Notice of Deficiency Issued: ☐ Y ☐ N Date: _____

Notice of Acceptance Issued: ☐ Y ☐ N Date: _____

Reviewed By: _____ Date: _____

Comment(s):



Office of Information Technology Services

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT (Form #4)

M/WBE AND EEO POLICY STATEMENT

I, David A. Buck, the (awardee/contractor)Deloitte Consulting LLP agree to adopt the following policies with respect to the project being developed or services rendered at New York State Office of Information Technology Services

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from the contracting agency and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this 6 day of February, 2020

By: 

Print: David A. Buck Title: Principal

Terri Cooper

(Name of Designated Liaison) is designated as the Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises - Equal Employment Opportunity (M/WBE-EEO) program.



**RFP #C000540 IES System Integrator Master Service Agreements
ATTACHMENT 12 - ENCOURAGING USE OF NEW YORK STATE BUSINESSES
IN CONTRACT PERFORMANCE**

New York State businesses have a substantial presence in State Contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders need to be aware that all authorized users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Bidders are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State Contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

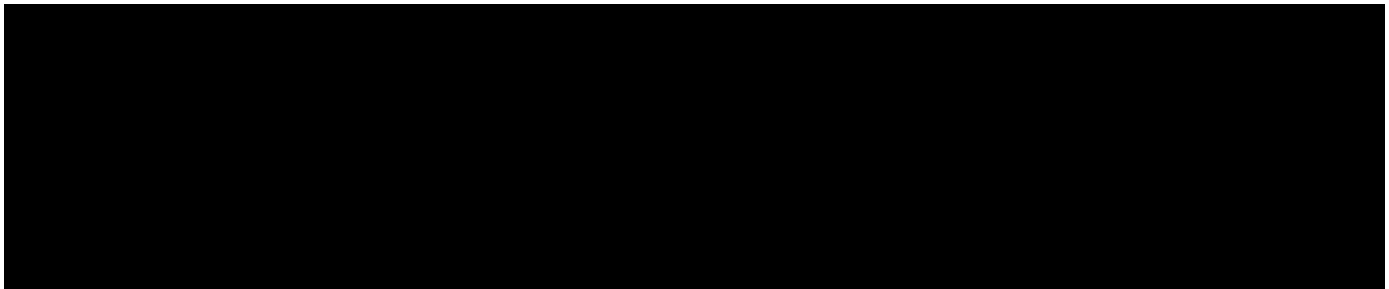
Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. The State therefore expects Bidders to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders can demonstrate their commitment to the use of New York State businesses by responding to the question below; however, the State will not award any points during evaluation of Bidder's response to this procurement:

Will New York State Businesses be used in the performance of this Contract? ☒ Yes ☐ No

If yes, identify New York State Business (es) that will be used; (Attach identifying information).

Deloitte: 30 Rockefeller Plaza, New York, NY 10112



**Contractor Certification to Covered Agency**

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA

(12/11)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

Contractor name Deloitte Consulting LLP				For covered agency use only Contract number or description	
Contractor's principal place of business 30 Rockefeller Plaza		City New York	State NY	ZIP code 10112	
Contractor's mailing address (if different than above) 111 Washington Ave., Suite 500, Albany, NY 12210					
Contractor's federal employer identification number (EIN) [REDACTED]			Contractor's sales tax ID number (if different from contractor's EIN) \$		
Contractor's telephone number 203-918-0097		Covered agency name Office of Information Technology Services			
Covered agency address Empire State Plaza, Swan Street Building, Core 4, Albany, NY					Covered agency telephone number 518 473-9341

I, David A. Buck, hereby affirm, under penalty of perjury, that I am Principal
 (name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☒ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with [REDACTED]
 (insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this 28 day of January, 20 20

[REDACTED]
 (Signature of contractor)

Principal

(title)

Instructions**General information**

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF New York }

SS.:

COUNTY OF Albany }

On the 28 day of January in the year 2020, before me personally appeared David A. Buck,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

he re _____,

Town of _____,

County _____,

State of _____, and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

☐ (If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

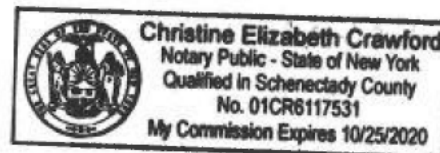
☐ (If a corporation): he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☒ (If a partnership): he is a Principal - (Limited Liability Partnership) of Deloitte Consulting LLP, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No. 01CR6117531



Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227, telephone (518) 457-5181.

Need help?



Visit our Web site at www.tax.ny.gov

- get information and manage your taxes online
- check for new online services and features



Telephone assistance

Sales Tax Information Center:

(518) 485-2889

To order forms and publications:

(518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY):

(518) 485-5082



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.



Office of Information Technology Services

RFP #C000540 IES System Integrator Master Service Agreements

Attachment 14-Bidder Information Form

Name of Company Bidding: Deloitte Consulting LLP		Bidder Firm's Federal Tax Identification No. [REDACTED]	
NYS Vendor ID Number: [REDACTED]			
Bidding Firm's Address:			
Street 111 Washington Ave., Suite 500		City Albany	
State NY	Zip 12210	County Albany County	Country USA
Bidder's Primary Contact			
Phone: (203) 918-0097 ext ()		Toll Free Phone: () - ext ()	
Fax : () - ext ()		Toll Free Fax : () - ext ()	
E-mail Address: dbuck@deloitte.com		Company Web Site: www.deloitte.com	
Date: <u>February 6, 2020</u>			
Title: <u>Principal</u>			
Contact Name: <u>David A. Buck</u>			
Authorized Signature: [REDACTED]			



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) Deloitte Consulting LLP 30 ROCKEFELLER PLAZA NEW YORK, NY. 10012 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number [REDACTED]
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) NYS Office of Information Technology Services Procurement and Contract Support Unit Best Value Team Empire State Plaza Swan Street Building Core 4 Albany, NY 12223	3a. Name of Insurance Carrier [REDACTED]

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Iris Rodriguez
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature] 12-3-19
(Signature) (Date)

Title: Policy Support Assistant

Telephone Number of authorized representative or licensed agent of insurance carrier: 407-804-5869

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are **NOT** authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



**Workers'
Compensation
Board**

**CERTIFICATE OF INSURANCE COVERAGE under the
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)

**Deloitte Consulting LLP
30 Rockefeller Plaza
New York, NY 10112**

Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)

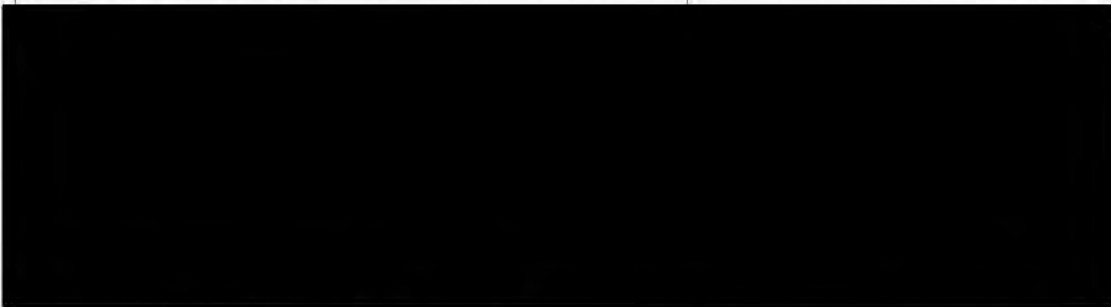
1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number



2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

**NYS Office of Information Technology Services
Procurement and Contract Support Unit
Best Value Team
Empire State Plaza
Swan Street Building
Core 4
Albany, NY 12223**



Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits and/or Paid Family Leave insurance coverage as described above.

Date Signed: December 3, 2019 By: Melissa Rankins

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number: 678-319-1602 Title: State Plan Consultant

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B " is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box 4C or 5B of Part 1 has been checked)

State of New York

Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed: _____ By: _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number: _____ Title: _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



Date Printed: Jan 30, 2020

New York State VendRep System Vendor Responsibility For-Profit v2 Form

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York's contracting entities in making a responsibility determination regarding an award of a contract or approval of a subcontract; acknowledges that the State, or its contracting entities, may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.35 or a misdemeanor under Penal Law Section 175.30 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of their knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the state's contracting entities or the Office of the State Comptroller prior to the award and/or approval of a contract, or during the term of the contract.

Reminder:

When filing the vendor responsibility questionnaire online via this System, the Business Entity must indicate in each bid/proposal submitted to a contracting entity that the required questionnaire has been electronically filed.

Also note that the VendRep System Timeliness Standard requires a Business Entity filing a questionnaire via the VendRep System to update and certify their questionnaire within six months prior to the bid/proposal due date or other contracting entity defined due date.

Legal Business Name: DELOITTE CONSULTING LLP

Certifier's Name: [REDACTED]

Certifier's Title: Client Account Manager

Certification Date: Jan 30, 2020

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this [RFP/Contract], as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this [RFP/Contract] does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

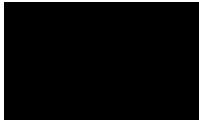
Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and

8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this [RFP/Contract] should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title:
David A. Buck, Principal

Signature: 

Date: February 6, 2020

This form must be signed by an authorized executive or legal representative.

Compliance with HIPAA (Health Insurance Portability And Accountability Act Of 1996) and HI-TECH (Health Information Technology for Economic and Clinical Health Act of 2009)**Definitions:**

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in this Agreement may refer to Contractor or its subcontractor(s), to the extent Contractor or its subcontractor(s) create, receive, maintain, or transmit protected health information on behalf of ITS.

(b) Covered Entity. By entering into this Agreement, ITS does not affirm that it necessarily meets the definition of a "Covered Entity" or a "Business Associate" under the HIPAA statute, and rather affirms that ITS may in a given instance be acting as a "conduit" or in another capacity providing services to other entities, some of which themselves may be covered entities. But to the extent ITS is deemed to be covered by HIPAA or HI-TECH, the parties agree the term "Covered Entity" in this Agreement shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Protected Health Information Obligations and Activities of Contractor

To the extent Contractor or its subcontractor(s) create, receive, maintain, or transmit protected health information on behalf of ITS pursuant to their responsibilities under this Agreement, Contractor agrees that it is subject to, will abide by, and will require in writing its subcontractors to similarly abide by, the following requirements applicable to Business Associates under HIPAA, agreeing to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to ITS within ten (10) business days or fewer any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware. In no event shall Contractor exceed the timeframe for reporting to ITS breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Contractor shall provide ITS all information reasonably requested by ITS concerning any breach. Contractor shall also provide the following information to ITS upon first instance of the notification of breach: the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Contractor, to have been, accessed, acquired, used, or disclosed during the breach.

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of

Contractor agree in writing to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;

(e) Make available protected health information in a designated record set to ITS, in a manner to be prescribed by ITS within a reasonable timeframe not to exceed fifteen (15) days, absent extenuating circumstances, as necessary to satisfy obligations which ITS or the entities it provides services to reasonably believe applicable to them under 45 CFR 164.524. In the event Contractor or its subcontractor(s) receive any request for such protected health information directly from an individual, Contractor shall refer such request to ITS within a reasonable timeframe not to exceed ten (10) business days.

(f) Make any amendment(s) to protected health information in a designated record set as directed by ITS pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy obligations that ITS reasonably believes it has under 45 CFR 164.526, in the manner as prescribed by ITS and within twenty (20) business days of such request. In the event Contractor or its subcontractor(s) receive any request to amend a data set directly from an individual, Contractor shall refer such request to ITS within a reasonable timeframe not to exceed ten (10) business days;

(g) Maintain and make available the information required to provide an accounting of disclosures to ITS as necessary to satisfy obligations that ITS reasonably believes it has under 45 CFR 164.528, in the manner as prescribed by ITS and within ten (10) business days of such request. In the event Contractor or its subcontractor(s) receive any request for an accounting of disclosures directly from an individual, Contractor shall refer such request to ITS within a reasonable timeframe not to exceed ten (10) business days;

(h) To the extent Contractor or its subcontractor(s) are to carry out one or more of obligation(s) ITS may have under Subpart E of 45 CFR Part 164, in performing such obligations, comply with the requirements of Subpart E that apply to ITS; and

(i) Make either Contractor's or its subcontractor(s)', or both, internal practices, books, and records available to the Secretary of the Department of Health and Human Services and the Director of ITS, or his or her designee, for purposes of determining compliance with the HIPAA and HI-TECH Rules.

Permitted Uses and Disclosures of Protected Health Information by Contractor and its Subcontractor(s)

(a) Contractor and its subcontractor(s) may only use or disclose protected health information as necessary to perform the services set forth in this Agreement, provided however, that if de-identified information can be used in lieu of individually identifiable health information with the same effect, Contractor and its subcontractor(s) shall use de-identified information in their performance of this Agreement in accordance with 45 CFR 164.514(a)-(c).

(b) Contractor and its subcontractor(s) may use or disclose protected health information as required by law.

(c) Contractor and its subcontractor(s) agrees to make only those uses, disclosures and requests for protected health information that are consistent with the minimum necessary policies and procedures of ITS or the entit(ies) for whom ITS provides services which entail the creation, reception, maintenance, or transmittal of protected health information.

(d) Contractor and its subcontractor(s) may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 except as may be provided for in this Agreement or for the proper management and administration of Contractor or its subcontractor(s), including the carrying out of the Contractor's or its subcontractor(s)' legal responsibilities.

Term and Termination

(a) **Termination for cause under HIPAA or HI-TECH.** The Term of this Agreement shall be as described elsewhere in the "Term" section of this agreement. Among the other reasons for which ITS may terminate this Agreement prior to the end of its Term date for cause, ITS may terminate this Agreement if ITS determines the Contractor or its subcontractor(s) have violated a material term of this HIPAA and HI-TECH Compliance section of the Agreement, and Contractor or its subcontractor(s) have not cured the breach or ended the violation within any time that has been specified by ITS.

(b) **Contractor's and its Subcontractor(s)' Obligations Upon Termination.** Upon termination of this Agreement for any reason, Contractor and its subcontractor(s) shall return to ITS, transfer to another of ITS' contractors as directed by ITS, or, if agreed to by ITS on an individual case-by-case basis, destroy all protected health information received from ITS, or created, maintained, or received by the Contractor and its subcontractor(s) on behalf of ITS, that the Contractor and its subcontractor(s) still maintain in any form. Contractor and its subcontractor(s) shall retain no copies of the protected health information. Contractor understands and agrees and will require of its subcontractor(s) in writing that Contractor and its subcontractor(s) are required to receive written approval from ITS prior to the return, transfer or destruction of any protected health information.

(c) **Survival.** Contractor's and its subcontractor(s)' obligations under this HIPAA and HI-TECH Compliance section of this Agreement shall survive the termination of this Agreement.

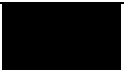
Miscellaneous

(a) **Regulatory References.** A reference in this Agreement to a section in the HIPAA or HI-TECH Rules means the section as in effect or as amended.

(b) **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA or HI-TECH Rules and any other applicable law.

(c) **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA or HI-TECH Rules.

(d) **Sub-contractors.** Contractor shall require any subcontractors that it uses that create, receive, maintain, or transmit protected health information on behalf of ITS under this Agreement to conform to these HIPAA and HI-TECH Compliance requirements in addition to any other security, privacy or applicable terms of this Agreement.

<u>Contractor – Deloitte Consulting LLP</u> By:  _____ Signature <u>David A. Buck</u> Name <u>February 6, 2020</u> Date	<u>Subcontractor</u> By: _____ Signature _____ Name _____ Date
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Compliance with HIPAA (Health Insurance Portability And Accountability Act Of 1996) and HI-TECH (Health Information Technology for Economic and Clinical Health Act of 2009)**Definitions:**

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in this Agreement may refer to Contractor or its subcontractor(s), to the extent Contractor or its subcontractor(s) create, receive, maintain, or transmit protected health information on behalf of ITS.

(b) Covered Entity. By entering into this Agreement, ITS does not affirm that it necessarily meets the definition of a "Covered Entity" or a "Business Associate" under the HIPAA statute, and rather affirms that ITS may in a given instance be acting as a "conduit" or in another capacity providing services to other entities, some of which themselves may be covered entities. But to the extent ITS is deemed to be covered by HIPAA or HI-TECH, the parties agree the term "Covered Entity" in this Agreement shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Protected Health Information Obligations and Activities of Contractor

To the extent Contractor or its subcontractor(s) create, receive, maintain, or transmit protected health information on behalf of ITS pursuant to their responsibilities under this Agreement, Contractor agrees that it is subject to, will abide by, and will require in writing its subcontractors to similarly abide by, the following requirements applicable to Business Associates under HIPAA, agreeing to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to ITS within ten (10) business days or fewer any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware. In no event shall Contractor exceed the timeframe for reporting to ITS breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Contractor shall provide ITS all information reasonably requested by ITS concerning any breach. Contractor shall also provide the following information to ITS upon first instance of the notification of breach: the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Contractor, to have been, accessed, acquired, used, or disclosed during the breach.

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of

Contractor agree in writing to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;

(e) Make available protected health information in a designated record set to ITS, in a manner to be prescribed by ITS within a reasonable timeframe not to exceed fifteen (15) days, absent extenuating circumstances, as necessary to satisfy obligations which ITS or the entities it provides services to reasonably believe applicable to them under 45 CFR 164.524. In the event Contractor or its subcontractor(s) receive any request for such protected health information directly from an individual, Contractor shall refer such request to ITS within a reasonable timeframe not to exceed ten (10) business days.

(f) Make any amendment(s) to protected health information in a designated record set as directed by ITS pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy obligations that ITS reasonably believes it has under 45 CFR 164.526, in the manner as prescribed by ITS and within twenty (20) business days of such request. In the event Contractor or its subcontractor(s) receive any request to amend a data set directly from an individual, Contractor shall refer such request to ITS within a reasonable timeframe not to exceed ten (10) business days;

(g) Maintain and make available the information required to provide an accounting of disclosures to ITS as necessary to satisfy obligations that ITS reasonably believes it has under 45 CFR 164.528, in the manner as prescribed by ITS and within ten (10) business days of such request. In the event Contractor or its subcontractor(s) receive any request for an accounting of disclosures directly from an individual, Contractor shall refer such request to ITS within a reasonable timeframe not to exceed ten (10) business days;

(h) To the extent Contractor or its subcontractor(s) are to carry out one or more of obligation(s) ITS may have under Subpart E of 45 CFR Part 164, in performing such obligations, comply with the requirements of Subpart E that apply to ITS; and

(i) Make either Contractor's or its subcontractor(s)', or both, internal practices, books, and records available to the Secretary of the Department of Health and Human Services and the Director of ITS, or his or her designee, for purposes of determining compliance with the HIPAA and HI-TECH Rules.

Permitted Uses and Disclosures of Protected Health Information by Contractor and its Subcontractor(s)

(a) Contractor and its subcontractor(s) may only use or disclose protected health information as necessary to perform the services set forth in this Agreement, provided however, that if de-identified information can be used in lieu of individually identifiable health information with the same effect, Contractor and its subcontractor(s) shall use de-identified information in their performance of this Agreement in accordance with 45 CFR 164.514(a)-(c).

(b) Contractor and its subcontractor(s) may use or disclose protected health information as required by law.

(c) Contractor and its subcontractor(s) agrees to make only those uses, disclosures and requests for protected health information that are consistent with the minimum necessary policies and procedures of ITS or the entit(ies) for whom ITS provides services which entail the creation, reception, maintenance, or transmittal of protected health information.

(d) Contractor and its subcontractor(s) may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 except as may be provided for in this Agreement or for the proper management and administration of Contractor or its subcontractor(s), including the carrying out of the Contractor's or its subcontractor(s)' legal responsibilities.

Term and Termination

(a) **Termination for cause under HIPAA or HI-TECH.** The Term of this Agreement shall be as described elsewhere in the "Term" section of this agreement. Among the other reasons for which ITS may terminate this Agreement prior to the end of its Term date for cause, ITS may terminate this Agreement if ITS determines the Contractor or its subcontractor(s) have violated a material term of this HIPAA and HI-TECH Compliance section of the Agreement, and Contractor or its subcontractor(s) have not cured the breach or ended the violation within any time that has been specified by ITS.

(b) **Contractor's and its Subcontractor(s)' Obligations Upon Termination.** Upon termination of this Agreement for any reason, Contractor and its subcontractor(s) shall return to ITS, transfer to another of ITS' contractors as directed by ITS, or, if agreed to by ITS on an individual case-by-case basis, destroy all protected health information received from ITS, or created, maintained, or received by the Contractor and its subcontractor(s) on behalf of ITS, that the Contractor and its subcontractor(s) still maintain in any form. Contractor and its subcontractor(s) shall retain no copies of the protected health information. Contractor understands and agrees and will require of its subcontractor(s) in writing that Contractor and its subcontractor(s) are required to receive written approval from ITS prior to the return, transfer or destruction of any protected health information.

(c) **Survival.** Contractor's and its subcontractor(s)' obligations under this HIPAA and HI-TECH Compliance section of this Agreement shall survive the termination of this Agreement.



Miscellaneous

(a) **Regulatory References.** A reference in this Agreement to a section in the HIPAA or HI-TECH Rules means the section as in effect or as amended.

(b) **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA or HI-TECH Rules and any other applicable law.

(c) **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA or HI-TECH Rules.

(d) **Sub-contractors.** Contractor shall require any subcontractors that it uses that create, receive, maintain, or transmit protected health information on behalf of ITS under this Agreement to conform to these HIPAA and HI-TECH Compliance requirements in addition to any other security, privacy or applicable terms of this Agreement.

<u>Contractor</u> By:  _____ Signature David A. Buck _____ Name January 30, 2020 _____ Date	 _____ 01.29.2020 _____ Date
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Compliance with HIPAA (Health Insurance Portability And Accountability Act Of 1996) and HI-TECH (Health Information Technology for Economic and Clinical Health Act of 2009)**Definitions:**

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in this Agreement may refer to Contractor or its subcontractor(s), to the extent Contractor or its subcontractor(s) create, receive, maintain, or transmit protected health information on behalf of ITS.

(b) Covered Entity. By entering into this Agreement, ITS does not affirm that it necessarily meets the definition of a "Covered Entity" or a "Business Associate" under the HIPAA statute, and rather affirms that ITS may in a given instance be acting as a "conduit" or in another capacity providing services to other entities, some of which themselves may be covered entities. But to the extent ITS is deemed to be covered by HIPAA or HI-TECH, the parties agree the term "Covered Entity" in this Agreement shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Protected Health Information Obligations and Activities of Contractor

To the extent Contractor or its subcontractor(s) create, receive, maintain, or transmit protected health information on behalf of ITS pursuant to their responsibilities under this Agreement, Contractor agrees that it is subject to, will abide by, and will require in writing its subcontractors to similarly abide by, the following requirements applicable to Business Associates under HIPAA, agreeing to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to ITS within ten (10) business days or fewer any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware. In no event shall Contractor exceed the timeframe for reporting to ITS breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Contractor shall provide ITS all information reasonably requested by ITS concerning any breach. Contractor shall also provide the following information to ITS upon first instance of the notification of breach: the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Contractor, to have been, accessed, acquired, used, or disclosed during the breach.

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of

Contractor agree in writing to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;

(e) Make available protected health information in a designated record set to ITS, in a manner to be prescribed by ITS within a reasonable timeframe not to exceed fifteen (15) days, absent extenuating circumstances, as necessary to satisfy obligations which ITS or the entities it provides services to reasonably believe applicable to them under 45 CFR 164.524. In the event Contractor or its subcontractor(s) receive any request for such protected health information directly from an individual, Contractor shall refer such request to ITS within a reasonable timeframe not to exceed ten (10) business days.

(f) Make any amendment(s) to protected health information in a designated record set as directed by ITS pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy obligations that ITS reasonably believes it has under 45 CFR 164.526, in the manner as prescribed by ITS and within twenty (20) business days of such request. In the event Contractor or its subcontractor(s) receive any request to amend a data set directly from an individual, Contractor shall refer such request to ITS within a reasonable timeframe not to exceed ten (10) business days;

(g) Maintain and make available the information required to provide an accounting of disclosures to ITS as necessary to satisfy obligations that ITS reasonably believes it has under 45 CFR 164.528, in the manner as prescribed by ITS and within ten (10) business days of such request. In the event Contractor or its subcontractor(s) receive any request for an accounting of disclosures directly from an individual, Contractor shall refer such request to ITS within a reasonable timeframe not to exceed ten (10) business days;

(h) To the extent Contractor or its subcontractor(s) are to carry out one or more of obligation(s) ITS may have under Subpart E of 45 CFR Part 164, in performing such obligations, comply with the requirements of Subpart E that apply to ITS; and

(i) Make either Contractor's or its subcontractor(s)', or both, internal practices, books, and records available to the Secretary of the Department of Health and Human Services and the Director of ITS, or his or her designee, for purposes of determining compliance with the HIPAA and HI-TECH Rules.

Permitted Uses and Disclosures of Protected Health Information by Contractor and its Subcontractor(s)

(a) Contractor and its subcontractor(s) may only use or disclose protected health information as necessary to perform the services set forth in this Agreement, provided however, that if de-identified information can be used in lieu of individually identifiable health information with the same effect, Contractor and its subcontractor(s) shall use de-identified information in their performance of this Agreement in accordance with 45 CFR 164.514(a)-(c).

(b) Contractor and its subcontractor(s) may use or disclose protected health information as required by law.

(c) Contractor and its subcontractor(s) agrees to make only those uses, disclosures and requests for protected health information that are consistent with the minimum necessary policies and procedures of ITS or the entit(ies) for whom ITS provides services which entail the creation, reception, maintenance, or transmittal of protected health information.

(d) Contractor and its subcontractor(s) may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 except as may be provided for in this Agreement or for the proper management and administration of Contractor or its subcontractor(s), including the carrying out of the Contractor's or its subcontractor(s)' legal responsibilities.

Term and Termination

(a) **Termination for cause under HIPAA or HI-TECH.** The Term of this Agreement shall be as described elsewhere in the "Term" section of this agreement. Among the other reasons for which ITS may terminate this Agreement prior to the end of its Term date for cause, ITS may terminate this Agreement if ITS determines the Contractor or its subcontractor(s) have violated a material term of this HIPAA and HI-TECH Compliance section of the Agreement, and Contractor or its subcontractor(s) have not cured the breach or ended the violation within any time that has been specified by ITS.

(b) **Contractor's and its Subcontractor(s)' Obligations Upon Termination.** Upon termination of this Agreement for any reason, Contractor and its subcontractor(s) shall return to ITS, transfer to another of ITS' contractors as directed by ITS, or, if agreed to by ITS on an individual case-by-case basis, destroy all protected health information received from ITS, or created, maintained, or received by the Contractor and its subcontractor(s) on behalf of ITS, that the Contractor and its subcontractor(s) still maintain in any form. Contractor and its subcontractor(s) shall retain no copies of the protected health information. Contractor understands and agrees and will require of its subcontractor(s) in writing that Contractor and its subcontractor(s) are required to receive written approval from ITS prior to the return, transfer or destruction of any protected health information.

(c) **Survival.** Contractor's and its subcontractor(s)' obligations under this HIPAA and HI-TECH Compliance section of this Agreement shall survive the termination of this Agreement.

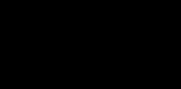
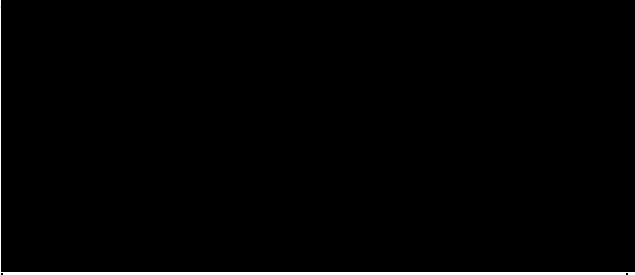
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(c) **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA or HI-TECH Rules.

(d) **Sub-contractors.** Contractor shall require any subcontractors that it uses that create, receive, maintain, or transmit protected health information on behalf of ITS under this Agreement to conform to these HIPAA and HI-TECH Compliance requirements in addition to any other security, privacy or applicable terms of this Agreement.

<u>Contractor</u> By:  _____ Signature <u>David A. Buck</u> Name <u>February 6, 2020</u> Date	 <u>February 6, 2020</u> Date
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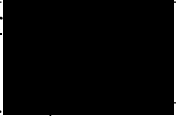
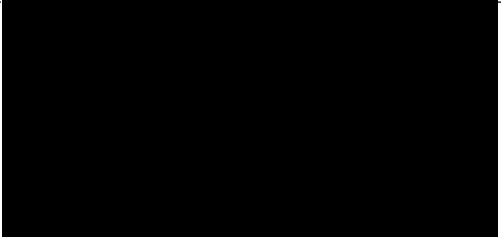
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<u>Contractor</u> By: _____ Signature <u>David A. Buck</u> Name <u>February 6, 2020</u> Date	  Name <u>1/27/20</u> Date
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<u>Contractor</u> By:  _____ Signature David A. Buck _____ Name Feb. 5, 2020 _____ Date	 Name 01-18-2020 _____ Date
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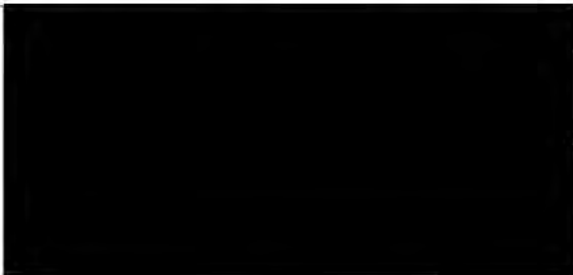
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<u>Contract</u> By:  _____ Signature David A. Buck Name <u>February 6, 2020</u> Date	 <u>January 28, 2020</u> Date
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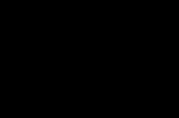

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<u>Contractor</u> By: _____ Signature <u>David A. Buck</u> Name <u>February 6, 2020</u> Date	  February 5 th , 2020 Date
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Contractor
By: _____

Sig _____

David A. Buck _____
Name _____

January 28, 2020 _____
Date _____

26 Jan 2020

Date _____

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<u>Contractor</u> By: _____ Si <u>David A. Buck</u> Name <u>February 6, 2020</u> Date	 Name <u>1-27-2020</u> Date
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SDVOB UTILIZATION PLAN

SDVOB 100 (Revised 1/15)

INSTRUCTIONS: This form **MUST** be submitted with any bid, proposal, or proposed negotiated contract prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS-certified Service-Disabled Veteran-Owned Business (SDVOB), including the offeror if a NYS-certified SDVOB, and estimated (or actual if known) annual dollar value under the contract and reflect the SDVOB participation goals specified in the contract or procurement document.

Will there be SDVOB participation for services provided under this contract? ☒ YES Complete the form. ☐ NO If No, please contact ITS Procurement & Contracts Support for help.

Contract Overview

Offeror/Contractor Name:	Deloitte Consulting LLP	Telephone:	203-981-0097
Address	111 Washington Ave., Suite 500	Federal ID No:	[REDACTED]
City, State, Zip:	Albany, NY 12210	Solicitation No:	RFP# C000540
		SFS Vendor ID:	[REDACTED]

SDVOB: Complete box below for each NYS-Certified SDVOB Contractor/Subcontractor. Add more pages if needed.

Classification

Description of Scope of Work (Subcontracts/Supplies/Services)

Annual Dollar Value of Subcontracts/Supplies/Services

Name:	ThunderCat Technology
Address:	1925 Isaac Newton Square, Suite 180
City, State, Zip:	Reston, VA 20190
Telephone:	703-674-0216
Fed. ID. No:	26-1638572
SFS Vendor ID:	1100186596

☒ SDVOB

☒ DIRECT (Spending directly fulfilling contract obligations)
Services to be provided pursuant to task order awards at
Description: the direction of Deloitte Consulting
☐ INDIRECT (Spending in support of company operations.)
Description:
☐ Copy of written agreement attached (Required for teaming)

\$ TBD

Name:	Command and Control Solutions Corporation
Address:	15 Spice Mill Blvd.
City, State, Zip:	Clifton Park, NY 12065
Telephone:	518-229-5770
Fed. ID. No:	27-2986627
SFS Vendor ID:	1100137302

☒ SDVOB

☒ DIRECT (Spending directly fulfilling contract obligations)
Services to be provided pursuant to task order awards at
Description: the direction of Deloitte Consulting
☐ INDIRECT (Spending in support of company operations.)
Description:
☐ Copy of written agreement attached (Required for teaming)

\$ TBD

☒ **VENDOR CERTIFICATION:** I hereby affirm that the information supplied in this utilization plan is true and correct.

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE SDVOB REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 17-B, 9 NYCRR PART 252, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Signature:

Print Name:

Title:

David Buck

Principal

Date:

Telephone No:

Email:

1/28/2020

203-708-4620

dbuck@deloitte.com



SDVOB UTILIZATION PLAN

FOR AUTHORIZED USE ONLY

SDVOB Utilization Plan ☐ Y ☐ N Date: _____
Approved: _____
Notice of Deficiency Issued: ☐ Y ☐ N Date: _____
Notice of Acceptance Issued: ☐ Y ☐ N Date: _____
Reviewed By: _____ Date: _____
Comment(s): _____

IES System Integrator Master Service Agreements

Affirmative Statements - Sworn to by the Bidder

DO NOT ADD, REMOVE OR REARRANGE ANY COLUMNS OR ROWS.

An authorized signatory for the bidder must initial the fields in yellow.

Bidder Name-

Deloitte Consulting LLP

Affirmative Statement	Response
1. Bidder affirms that the proposal was signed and executed by an individual with the capacity and legal authority to bind the Bidder in its offer to the State.	
2. Bidder affirms that it accepts all of the terms and conditions set forth in this RFP, including all amendments, appendices and attachments, and must agree to enter a contractual agreement containing, at a minimum, the terms and conditions identified in this RFP.	
3. Bidder affirms that its Administrative, Technical and Financial Proposals remain open and valid for at least 180 days from the due date of this RFP, unless the time for awarding the Contract is extended by mutual consent of ITS and the Bidder.	
4. Bidder affirms that its Administrative, Technical and Financial Proposals shall continue to remain an effective offer, firm and irrevocable, subsequent to such 180-day period until either tentative award of the Contract by ITS is made or withdrawal of the proposal in writing by Bidder. Tentative award of the Contract shall consist of written notice to that effect by ITS to a successful Bidder, who shall thereupon be obligated to execute a formal Contract.	
5. Bidder affirms that in its fulfillment of obligations as proposed in its response to the RFP, it does not violate any existing contracts or agreements between the Bidder and the State.	
6. Bidder affirms that, in its fulfillment of obligations as proposed in its response to the RFP, it does not or will not create any conflict of interest, or perception thereof, with any current role or responsibility the Bidder has with regard to any existing contracts or agreements between the Bidder and the State.	
7. Bidder affirms that, in its fulfillment of obligations as proposed in the response, it does not and will not compromise the Bidder's ability to carry out its obligations under any existing contracts between the Bidder and the State.	
8. Bidder affirms that during the negotiation and execution of any contract resulting from this RFP, the Bidder will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole, including but not limited to, any action or decision to divert resources from one State project to another.	
9. Bidder affirms that in fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Bidder will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including but not limited to, any action or decision to divert resources from one State project to another.	
10. Bidder affirms that the Bidder commits to obtaining all necessary proof of insurance with their proposal (see Appendix C-1 for detailed insurance requirements).	
11. Bidder affirms that if awarded a contract, the Bidder must provide proof of current insurance, certifications, licensing, etc. throughout the contract term.	
12. Bidder affirms that it shall be fully responsible to ITS for the acts and omissions of, and the performance of Project Services by, all subcontractors and/or persons either directly or indirectly employed by such subcontractors. This statement must acknowledge that the Bidder shall not in any way be relieved of any programmatic or financial responsibility under the Contract by the terms of its agreement with any subcontractor.	
13. Bidder affirms that if selected, the successful Bidder is prepared to commence performance of services described herein.	
14. Bidder affirms that it will comply with Federal Executive Order 11246, the Copeland "Anti-Kickback Act" (18 USC 874), Section 508 of the Federal Clean Air Act, and Section 306 of the Federal Clean Water Act.	
15. Bidder affirms that neither it nor its principals are debarred or suspended from Federal financial assistance programs and activities.	
16. Bidder affirms that it will comply with the provisions of Section 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.).	
17. Bidder affirms that no Federal funds will be used to lobby or influence a Federal officer or a Member of Congress.	

FOIL and Litigation Disclosure

Bidder's Name:

DO NOT ADD, REMOVE OR REARRANGE ANY COLUMNS OR ROWS.**A Bidder must address the following, if applicable, as part of the Administrative Proposal. Complete all fields in yellow.**

Additional Administrative Statements	Response
<p>1. Freedom of Information Law Redaction Request: If there is specific information in a Bidder's proposal that a Bidder claims to be proprietary and/or trade secret information that meets the definition set forth in Section 87(2)(d), the Bidder should provide a letter in its Administrative Proposal outlining any specific concerns regarding disclosure under the New York State Freedom of Information Law (Article 6 of the Public Officers Law). Please indicate in the Response section if this statement applies.</p>	Yes
<p>2. Disclosure of Pending or Prior Lawsuits: A Bidder should provide a list of any legal proceedings or investigations concerning the Firm over the last five (5) years, including the nature and outcome of any lawsuit if litigation is complete. Bidder should specifically note any prior or pending lawsuit(s) or litigation between the Bidder and any New York State department, agency, board or commission. The nature of the lawsuit and its outcome, if litigation is complete, should be described briefly. Please indicate in the Response section if this statement applies.</p>	Yes

Foil and Litigation Disclosure

In accordance with Attachment 25, Foil and Litigation Disclosure, Deloitte provides the following detailed responses.

Attachment 25, Foil and Litigation Disclosure, Question 1

1. Freedom of Information Law Redaction Request: If there is specific information in a Bidder's proposal that a Bidder claims to be proprietary and/or trade secret information that meets the definition set forth in Section 87(2)(d), the Bidder should provide a letter in its Administrative Proposal outlining any specific concerns regarding disclosure under the New York State Freedom of Information Law (Article 6 of the Public Officers Law). Please indicate in the Response section if this statement applies.

Please see the letter on the following pages, outlining our specific concerns regarding disclosure under the New York State Freedom of Information Law.

Attachment 25, Foil and Litigation Disclosure, Question 2

2. Disclosure of Pending or Prior Lawsuits: A Bidder should provide a list of any legal proceedings or investigations concerning the Firm over the last five (5) years, including the nature and outcome of any lawsuit if litigation is complete. Bidder should specifically note any prior or pending lawsuit(s) or litigation between the Bidder and any New York State department, agency, board or commission. The nature of the lawsuit and its outcome, if litigation is complete, should be described briefly. Please indicate in the Response section if this statement applies.

Deloitte Consulting LLP, as one of the leading providers of consulting services, is routinely involved in complex consulting projects, often involving large-scale systems implementations and multiple service providers. Although we are justifiably proud of our record of client satisfaction, such projects do occasionally give rise to disagreements over contract requirements, and we are occasionally, though rarely, involved in litigation with clients pertaining to our consulting services. We do not believe that such matters will affect our ability to provide consulting services, or that they will affect our ability to serve the State in connection with this proposed engagement.



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Suite 500
Albany, NY 12210
USA
Tel: +1 518 426 4890
www.deloitte.com

February 4, 2020

NYS Office of Information Technology Services
Procurement and Contract Support Unit
Attn: Best Value Team
Empire State Plaza
Swan Street Building, Core 4
Albany, New York 12223
Via email to its.sm.bestvalue@its.ny.gov

Re: Confidentiality/Freedom of Information Law Designation
RFP C000540 - IES System Integrator Master Service Agreements

Dear Sir or Madam:

In accordance with RFP Section 3.8 (Disclosure of Proposal Contents – Freedom of Information Law) and Attachment 25 (FOIL and Litigation Disclosure) of the above-referenced Request for Proposal, this letter serves to identify the information contained in Deloitte Consulting LLP's proposal (the "Deloitte Proposal") which it claims to be confidential and exempt from public disclosure pursuant to Article 6 of the New York State Public Officer's Law (the "Protected Information").

Deloitte Consulting LLP ("Deloitte Consulting") provides consulting services to government entities and companies around the world. This services market is a dynamic market with many participants vying for a limited universe of clients. In this regard, Deloitte Consulting objects to the release of certain information included in the Deloitte Proposal on the basis, among other things, that it will cause competitive harm to Deloitte Consulting if it is released by the New York State Office of Information Technology Services (the "State"). We have reviewed the Deloitte Proposal and have determined that it contains confidential information exempt from disclosure under the Freedom of Information Law ("the Protected Information").

As set forth below, the Protected Information is exempt from disclosure pursuant to the exemption contained in New York Public Officer's Law §87(2)(d), which permits an agency to withhold records that are "trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." Also, we believe that §87(2)(3) of the FOIL may also apply as certain of the Protected Information, if disclosed, could interfere with the present or imminent contract awards.

Deloitte Consulting believes that the State is prohibited from disclosing certain information that Deloitte Consulting has determined to be trade secret or confidential commercial information pursuant to the *Matter of Verizon N.Y., Inc. v New York State Pub. Serv. Commn.*, 137 A.D.3d 66, 23 N.Y.S.3d 446, 2016 N.Y. App. Div. LEXIS 240, 2016 NY Slip Op 00239 (N.Y. App. Div. 3d Dep't 2016).

As set forth below, the Protected Information is exempt from disclosure under §87(2)(d), which permits an agency to withhold trade secrets or confidential commercial information if “disclosure would cause substantial injury to the competitive position of a company.” The Protected Information falls within the meaning of the §87(2)(d) exemption, and is therefore exempt from disclosure under the FOIL, for two independent reasons. *First*, the Protected Information is *not* the kind of information that Deloitte Consulting customarily discloses to the public, and was provided voluntarily to the State with the reasonable expectation that it would not be released. *Second*, disclosure of the Protected Information would cause substantial harm to Deloitte Consulting’s competitive position by permitting its competitors to leverage Deloitte Consulting’s innovative business strategies, methodologies and approaches, all of which have significant commercial value and represent the investment of substantial time, effort and money.

I. Identities and Qualifications of Personnel and Subcontractors.

The Deloitte Proposal includes confidential information and protected trade secrets concerning the identities and qualifications of individual Deloitte Consulting personnel. *See* 1 MILGRAM ON TRADE SECRETS, §109[8][g] (“Information which can be protected under a trade secret theory [includes the] effectiveness and good performance of key sales personnel and other personnel.”). Deloitte Consulting holds the identity of its personnel and proposed subcontractors in the strictest confidence.

Disclosure of this Protected Information would injure Deloitte Consulting’s competitive position by providing competitors with insight into the manner in which Deloitte Consulting assembles individuals with particular types of education, experience and talents into project teams. Deloitte Consulting’s competitors could use this Protected Information to free ride on its years of experience by assembling project teams virtually identical to those of Deloitte Consulting in terms of composition and qualifications. Providing competitors with the identification of our firm’s resources not only would result in placing Deloitte Consulting in a less competitive position in the future, but could also compromise our ability to perform in the present, should those resources be pirated by competitors.

Because Deloitte Consulting considers its staffing strategy and proposed team to be trade secrets, Deloitte Consulting does not customarily release its staffing arrangements to third parties. Further, in order to protect the confidentiality of certain information, not all team members are provided access to all sections of Deloitte Consulting’s proposal. To the extent Deloitte Consulting must disclose information to its subcontractors and/or teaming partners, prior to doing so, Deloitte Consulting ensures that all subcontracts and/or teaming agreements to which Deloitte Consulting is a party contain restrictions on the release of information between Deloitte Consulting and its subcontractors and/or team members.

Accordingly, Protected Information regarding the qualifications of Deloitte Consulting personnel and the composition of Deloitte Consulting's project teams is exempt from disclosure under the FOIL. See *Prof'l Review Org. of Fla., Inc. v. Dep't of Health and Human Servs.*, 607 F. Supp. 423, 425 (D.D.C. 1985) (information regarding contractor's organizational structure and staffing was exempt from disclosure under the FOIA); *Audio Technical Services LTD. v. Department of the Army*, 487 F. Supp. 779, 782 (D.D.C. 1979) (same for "biographical data on key . . . employees").

Based upon this Section, the provisions contained in the Deloitte Proposal and listed on the enclosed Attachment A to this letter should be withheld from disclosure by the State.

II. Proprietary Methodology and Approach.

The Protected Information in this category reflects confidential and proprietary patterns, methods, techniques and technical data, the confidentiality and proprietary status of which Deloitte Consulting makes every effort to maintain.¹

In developing the Deloitte Proposal, Deloitte Consulting was required to use its ingenuity and originality to determine how best to accomplish the State's objectives. For example, the Deloitte Proposal highlights Deloitte Consulting's industry-leading and differentiated experience performing systems integration services for largescale Integrated Eligibility Systems for State government agencies across the country. Much of the substantive discussion throughout Section 5 of the technical proposal refers to Deloitte Consulting's proven methodologies and unique processes for delivering the requested services. Deloitte Consulting's methodologies and approaches are proprietary and are used repeatedly in its consulting work. Deloitte Consulting developed and continues to enhance and maintain these methodologies at considerable expense. The methodologies facilitate both efficiency and enhanced service quality, which give Deloitte Consulting a significant competitive advantage in bidding on projects, both in the public sector and commercial arenas. The release of this information would do considerable harm to Deloitte Consulting's competitive position. Finally, because these methodologies reflect the expertise and experience of Deloitte Consulting, it is not easily replicated by a competitor, except through improper means. Accordingly, it is protected trade secret information and cannot be released.

Further, these details have not been disclosed outside of Deloitte Consulting's team except on a limited basis and only for the limited purpose of furthering the development of the underlying strategic approach. Further, the Deloitte Proposal also contains Deloitte Consulting's proprietary graphics, tables, and screenshots and provides specific details regarding Deloitte Consulting's leading practices, key benefits of its offerings, and the proposed use of proprietary tools and accelerators that it will leverage to deliver the State's project.

This information has application well beyond the instant contract and reflects Deloitte Consulting's experience with similar projects. Accordingly, its disclosure would seriously undermine Deloitte Consulting's competitive advantage by allowing competitors to have access to Deloitte Consulting's ideas, processes, and methodologies that they would not have had or

¹ For example, Deloitte Consulting routinely requires its personnel, teaming partners and subcontractors to: (a) sign non-disclosure agreements; (b) implement reasonable security measures to protect information at their offices and in their computer systems; and (c) limit disclosure of sensitive marketing and proposal materials to a select group of individuals on a strict need-to-know basis.

would have had to spend considerable funds to develop on their own. *See SMS Data Prods. Group, Inc. v. Dep't of the Air Force*, 1989 WL 201031 at *3-4 (D.D.C. 1989) ("proprietary technical information" in successful offeror's technical proposal is exempt from disclosure under the FOIA); *Landfair v. Dep't of the Army*, 645 F. Supp. 325, 328-29 (D.D.C. 1986) (same for "technical designs"); *Prof'l Review Org. of Fla., Inc. v. Dep't of Health and Human Servs.*, 607 F. Supp. 423 (D.D.C. 1985) (same for "review process with an outline of data capability and processes"); *Audio Technical Services LTD. v. Department of the Army*, 487 F. Supp. 779, 782 (D.D.C. 1979)(same for "design recommendations" and "design concepts including methods and procedures"). Accordingly, disclosure of this Protected Information would impair Deloitte Consulting's ability to successfully compete for future work by relinquishing our approach to our competitors who may then fashion future proposals to utilize a similar strategy.

Further, Protected Information in this category is exempt from disclosure for the additional and independent reason that its release would jeopardize the State's ability to conduct business by decreasing the willingness of Deloitte Consulting and other contractors to include novel ideas in their written proposals or other submissions to the Government. *See Orion Research, Inc. v. EPA*, 615 F.2d 551, 554 (1st Cir. 1980) (technical information in successful offeror's proposal was exempt from disclosure under the FOIA because its release would "induce potential bidders to submit proposals that do not include novel ideas").

Based upon this Section, the provisions contained in the Deloitte Proposal and listed on the enclosed Attachment A to this letter should be withheld from disclosure by the State.

III. Past and Present Clients/Customers.

The Deloitte Proposal reveals several of Deloitte Consulting's clients, as well as provides contact information and details about the work performed for those clients. The identities of clients (and the information about the projects completed for those clients) and contact information are protected, confidential trade secret information. The release of the past performance material in the various documents would cause substantial competitive harm to Deloitte Consulting, and is also, therefore, exempt from disclosure. Past performance information necessarily discloses the identity of a contractor's clients/customers, both in the private and public sectors. Information relating to a company's customers is exempt from disclosure, because "disclosure of this type of information would threaten the competitive position of the submitter." *Audio Technical Services LTD. v. Department of the Army*, 487 F. Supp. 779 at 782 (D.D.C. 1979); *see also Fund for Constitutional Government v. Federal Trade Commission*, No. CA 79-0250, 1981 WL 2117, at *2 (D.D.C., July 10, 1981) (identity of customers and information concerning contracts with customers exempt under Exemption 4). Further, this information contains technical details and methodologies employed by Deloitte Consulting in performing other contracts, and, as discussed above, such information is exempt from disclosure.

The client information in the Deloitte Proposal contains a trove of valuable information. The clients' identities themselves are valuable, trade secret data. Additionally, the client contact information and the descriptions of the work performed for Deloitte Consulting's clients constitute trade secret data. The client lists in these materials is not simply information related to a single or ephemeral event in the conduct of Deloitte Consulting's business. Many of these

clients are repeat customers of Deloitte Consulting's services, and Deloitte Consulting seeks to engage these customers for more business opportunities in the future. Deloitte Consulting is actively working on ongoing business for some of these clients. Likewise, the descriptions of the work performed for these clients is not simply information about single, completed projects. Deloitte Consulting often applies similar methodologies in projects for the same client or for different clients. The descriptions (coupled with the client identities and contact information) are a crucial part of Deloitte Consulting's business formula. Deloitte Consulting is seeking to protect traditional trade secret information: the client identities, contact information and descriptions of work processes that may be used repeatedly in Deloitte Consulting's business of delivering quality services.

The client information that Deloitte Consulting seeks to protect is confidential information that is not widely known outside of Deloitte Consulting. These clients are not identified in documents that are disseminated widely nor are they made known on Deloitte Consulting's internet website. Further, these clients and the details about the work performed for them are not known by all Deloitte Consulting employees or others involved in Deloitte Consulting's business.

The identity of Deloitte Consulting's clients is very valuable information to Deloitte Consulting and its competitors. Deloitte Consulting is in the business of providing services to the particular clients that Deloitte Consulting manages. The identity of these clients reveal important information about Deloitte Consulting's capacities. Deloitte Consulting's competitors can use such information to undermine Deloitte Consulting's future efforts to develop business with new clients as well as maintain business relationships with their past clients. For example, if the client information discussed above was obtained by Deloitte Consulting's competitors, then the competitors could make targeted "pitches" that highlight the competitor's differences with Deloitte Consulting to those businesses and government agencies. *Verizon New York, Inc. v. Mills*, 875 N.Y.S.2d 572, 60 A.D.3d 958 (2d Dept. 2009) (information about customers potentially subject to exemption from disclosure where competitor could use such information to target such customers for various services).

There are many other ways in which Deloitte Consulting's competitors could make use of the valuable client and project information. For example, Deloitte Consulting's competitors could use the client identities and contact information to attempt to obtain negative reviews of Deloitte Consulting's work for those clients; such negative reviews could then be used against Deloitte Consulting when the competitors submit proposals in competition with Deloitte Consulting on future private and public projects.

Deloitte Consulting has expended a substantial amount of time, effort and money to develop their relationships with the clients revealed in the Deloitte Proposal to the State. Without access to the client information contained in the Deloitte Proposal, Deloitte Consulting's competitors would be unable to "properly acquire" that information. Therefore, as such client information would give Deloitte Consulting's competitors an advantage, such information is protected from disclosure pursuant as a trade secret.

Based upon this Section, the provisions contained in the Deloitte Proposal and listed on the enclosed Attachment A to this letter should be withheld from disclosure by the State.

IV. Pricing.

The Financial Proposal contained in the Deloitte Proposal reflects Deloitte Consulting's costs to "manufacture" its product. Deloitte Consulting does not sell goods; Deloitte Consulting's product is the knowledge of its employees and their knowledge services. This information is not specific to the Deloitte Proposal; this information goes to the heart of Deloitte Consulting's business of providing services. This "compilation of information" regarding the rates Deloitte Consulting charges for the knowledge of its employees is used in every Deloitte Consulting proposal, which includes proposals for jobs at private entities as well as government agencies.

This information—especially coupled with information available in the Deloitte Proposal regarding how Deloitte Consulting staffs projects like the State project—constitutes the direct "formula" for Deloitte Consulting's approach to staffing many different projects. This is not merely information as to what overall price Deloitte Consulting would charge for the State's project, or what levels of staff it would utilize. This information would reveal Deloitte Consulting's measured, focused approach for providing exceptional client services while maximizing revenue for Deloitte Consulting. This information would be extremely valuable to a competitor and should be withheld as trade secret information, and is clearly protected from disclosure as a trade secret. *See Matter of Catapult Learning, LLC v. New York City Dept. of Educ.*, 109 A.D.3d 731 at *732 (N.Y. App. Div. 2013) (information "about pricing, budget and insurance" submitted in a contract proposal to an agency and requested by a nonparty under FOIL properly exempted where disclosure would reveal "essential information about [bidder's] previously successful approach to bidding . . .").

While the public may have an interest in the aggregate price of a bid proposed to a government agency, there is no similar public interest in the specific hourly billing rates for particular employees. The aggregate price may reflect the costs to the government, but the hourly rates are actually costs faced by Deloitte Consulting in "manufacturing" its services and include staff time, travel costs, overhead, license fees, and other costs. The release of even one element of a cost structure has been found to result in substantial competitive harm, because release of such "separate pieces of this financial puzzle would enable competitors, who may somehow have gathered other pieces, to complete the picture." *Braintree Electric Light State v. DOE*, 494 F. Supp. 287, 290 (D.D.C. 1980); *see also Sterling Drug, Inc. v. Federal Trade Commission*, 450 F.2d 698, 708-709 (D.C. Cir. 1971); *Timken Co. v. Customs Service*, 531 F. Supp. 194 (D.D.C. 1981); *Timken Co. v. Customs Service*, 491 F. Supp. 557 (D.D.C. 1980).

Application of the trade secret criteria from the Restatement of Torts supports a finding that Deloitte Consulting's costs and pricing information should be excepted from disclosure as confidential trade secret information. Deloitte Consulting's pricing methodology is not known outside of the company except to those who are party to its agreements. The agreements are available and known inside the company on a need-to-know basis. Hard copies are maintained in restricted access files. Electronic copies are likewise restricted.

Deloitte Consulting's costs and pricing information is very valuable to the company, and it would be very valuable to its competitors. The costs and pricing information in the Deloitte Proposal reveals a roadmap for successful staffing on projects. If a competitor was given access

to the details of Deloitte Consulting's costs and pricing used to calculate the bid submitted in the Deloitte Proposal, the competitor could "reverse engineer" Deloitte Consulting's time and work estimates for each piece of the overall service package that Deloitte Consulting has offered the State. By combining the employee hourly rate data with the information about the duration of each step of the whole project and the price for each step, an informed competitive company could calculate estimates of the type and duration of staffing used for each step of the project. These estimates would reveal the formula that Deloitte Consulting employs when designing its consultation projects. This is not information that is limited to a single proposal; it is information that is ubiquitous throughout Deloitte Consulting's operations.

Deloitte Consulting has invested considerable sums of money and amounts of time to develop its pricing and staffing expertise. Without access to the types of information about costs and pricing, Deloitte Consulting's competitors would not be able to acquire or duplicate the expertise that Deloitte Consulting has built.

Based upon this Section, the provisions contained in the Deloitte Proposal and listed on the enclosed Attachment A to this letter should be withheld from disclosure by the State.

V. Confidential Commercial and Financial Information.

In accordance with Public Officers Law §87(2)(d), the Protected Information in this category reflects records that are "submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." The federal Freedom of Information Act at 5 USC §552(b)(4) ("Exemption 4") contains a similar exemption for "commercial or financial information obtained from a person and privileged or confidential." "A commercial or financial matter is confidential for purposes of Exemption 4 . . . if disclosure of the information is likely to have either of the following two effects: (1) to impair the Government's ability to obtain necessary information in the future; or (2) to cause substantial harm to the competitive position of the person from whom the information was obtained." *National Parks & Conservation Assn. v Morton*, 498 F.2d 765, 770, 162 U.S. App. D.C. 223 (DC Cir 1974).

The Deloitte Proposal contains Deloitte Consulting's confidential commercial information regarding its ability to meet the State's subcontracting requirements, including the identities and contact information of its proposed subcontractors, the proposed annual dollar value of all subcontracts, and the demographics of Deloitte Consulting's proposed engagement team. Such information constitutes Deloitte Consulting's internal, confidential commercial and financial information. This information is not publicly reported and is not publicly disclosed. Deloitte Consulting provided this information so that the State could evaluate its responsibility, its ability to perform the work required, and its diversity practices and program initiatives. Because this information is not publicly disclosed, Deloitte Consulting would be disadvantaged if its competitors were made aware of this information.

VI. Summary.

For the reasons stated above, Deloitte Consulting objects to the disclosure of the confidential information identified on the enclosed Attachment A, including its personnel and subcontractors, proprietary methodology and approach, its customers, its pricing, and other confidential commercial and financial information. Release of Deloitte Consulting's Protected Information would impair Deloitte Consulting's competitive position, undermine the integrity of the procurement process and may discourage Deloitte Consulting and other qualified firms from submitting proposals in the future.

Thank you for your consideration of this matter. In the event that the State disagrees with any of the Protected Information Deloitte Consulting has identified herein, please contact me in advance of the release of any such information so that we can discuss the matter.

Sincerely,

DELOITTE CONSULTING LLP

By: 

David Buck, Principal

Enclosure:

1) Attachment A

Attachment A
Confidentiality/Freedom of Information Law Designation

Deloitte Consulting LLP requests the following provisions of the Deloitte Proposal be withheld from disclosure by the State pursuant to Article 6 of the New York State Public Officer's Law, including the exemption contained in §87(2)(d). We have organized our list in accordance with the five key elements as outlined in our letter dated January 30, 2020.

Identities and Qualifications of Personnel and Subcontractors

Section Number	Description of Confidential/Trade Secret Material
Technical Proposal Section 6, Contractor's Engagement Executive (Attachment 16, Part 4)	This section contains confidential information regarding Deloitte Consulting's proposed Engagement Executive, including key details regarding his qualifications and past experience.
Technical Proposal Section 8, Project Staffing (Attachment 16, Part 6)	This section includes the identities, qualifications, and experience of Deloitte Consulting's proposed personnel, including photos, short bios/team member spotlights.
Technical Proposal Section 9, Key Subcontractor Information (Attachment 17)	This section contains confidential information regarding Deloitte Consulting's proposed subcontractors, including corporate background information and company profile, name of primary contact, contact information, and details regarding previous client engagements.
Administrative Proposal Non-Collusive Bidding Certification (Attachment 3)	This form includes the names and legal residence of certain Deloitte Consulting partners and principals directly involved in the procurement.
Administrative Proposal M/WBE Utilization Plan (Attachment 10)	This form includes the names and contact information of Deloitte Consulting's proposed subcontractors.
Administrative Proposal Encouraging Use of NYS Businesses in Contract Performance (Attachment 12)	This form includes the names and contact information of Deloitte Consulting's proposed subcontractors.
Administrative Proposal SDVOB Utilization Plan (Attachment 23)	This form includes the names and contact information of Deloitte Consulting's proposed subcontractors.

Proprietary Methodology and Approach

Section Number	Description of Confidential/Trade Secret Material
<p>Technical Proposal Section 5, Project Overview (Attachment 16, Part 3)</p> <ul style="list-style-type: none"> • Section 5.3, entire section • Section 5.4, entire section • Section 5.5, entire section • Section 5.6, entire section • Section 5.7, entire section • Section 5.8, entire section 	<p>This section includes confidential information and details regarding the overall project approach to providing systems integration services, inclusive of design, development, and implementation, testing and defect resolution, knowledge transfer and cross-training, and technical support in order to meet the State's objectives that Deloitte Consulting deems trade secret and its confidential commercial information.</p>

Past and Present Clients/Customers

Section Number	Description of Confidential/Trade Secret Material
<p>Technical Proposal Section 3, Organizational Overview</p>	<p>This section contains a graphic depicting Deloitte Consulting's national human services experience and includes a list of Deloitte Consulting's representative clients.</p>
<p>Technical Proposal Section 4, Minimum Bidder Qualifications (Attachment 16, Part 2)</p>	<p>This section contains specific client reference information including client organization name, client contact name, address, phone number, and email address. In addition, this section includes a graphic depicting Deloitte Consulting's relevant nationwide experience.</p>
<p>Technical Proposal Section 5, Project Overview (Attachment 16, Part 3)</p>	<p>This section includes a representative list of Deloitte Consulting's relevant nationwide experience, including client project spotlights.</p>
<p>Technical Proposal Section 6, Contractor's Engagement Executive (Attachment 16, Part 4)</p>	<p>This section contains select client references and project qualifications, including the name of the client organization, point of contact, client address, phone number, and a description of the services provided. In addition, the information in this section showcases the breadth and depth of the Deloitte Consulting team's experience nationwide.</p>
<p>Technical Proposal Section 7, Bidder Experience (Attachment 16, Part 5)</p>	<p>This section contains select project qualifications, including client names and details of the services provided. In addition, the information in this section showcases the breadth and depth of the Deloitte Consulting team's experiences nationwide.</p>
<p>Technical Proposal Section 8, Project Staffing (Attachment 16, Part 6)</p>	<p>This section includes a graphic depicting Deloitte Consulting's national human services experience and includes a list of Deloitte Consulting's representative clients as well as a description of the services provided to these clients.</p>
<p>Technical Proposal Section 9, Key Subcontractor Information (Attachment 17)</p>	<p>This section contains confidential information regarding previous client engagements of Deloitte Consulting's proposed subcontractors and identifies the client name as well as a description of the services provided.</p>
<p>Technical Proposal Section 10, Bidder References</p>	<p>This section contains select client reference information.</p>

Section Number	Description of Confidential/Trade Secret Material
(Attachment 18)	

Pricing

Section Number	Description of Confidential/Trade Secret Material
Financial Proposal Rate Card	This section contains information regarding Deloitte Consulting's professional fees, including hourly billing rates that Deloitte Consulting deems confidential and proprietary.
Administrative Proposal M/WBE Utilization Plan (Attachment 10)	This form includes the proposed annual dollar value of all subcontracts.
Administrative Proposal SDVOB Utilization Plan (Attachment 23)	This form includes the proposed annual dollar value of all subcontracts.

Confidential Commercial and Financial Information

Section Number	Description of Confidential/Trade Secret Material
Administrative Proposal Equal Employment Opportunity – Staffing Plan (Attachment 9)	This form includes confidential commercial information regarding the demographics of Deloitte Consulting's proposed engagement team.
Administrative Proposal M/WBE Utilization Plan (Attachment 10)	This form includes Deloitte Consulting's confidential commercial information which discloses its ability to meet the State's subcontracting requirements.
Administrative Proposal Encouraging Use of NYS Businesses in Contract Performance (Attachment 12)	This form includes Deloitte Consulting's confidential commercial information which discloses its ability to meet the State's subcontracting requirements.
Administrative Proposal SDVOB Utilization Plan (Attachment 23)	This form includes Deloitte Consulting's confidential commercial information which discloses its ability to meet the State's subcontracting requirements.



Office of Information Technology Services

RFP #C000540 IES System Integrator Master Service Agreements ATTACHMENT 26 – Sexual Harassment Prevention Certification

State Finance Law §139-L requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees.

Bids that do not contain the certification will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder may provide a signed statement with their bid detailing the reasons why the certification cannot be made.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidder Certification:

By my signature below, I certify that I am a duly authorized signatory of the Bidder with the ability to legally bind the Bidder. I certify that Bidder adheres to State Finance Law §139-L.

Signature: _____ Date: February 6, 2020

Printed Name: David A. Buck

Title: Principal

Bidder Name: Deloitte Consulting LLP

Bidder Address:

111 Washington Ave., Suite 500

Albany, NY 12210

Technical Proposal Contents

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Lot 3 Bidder Experience (Attachment 16, part 5).....	Page 353
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Section 8, Project Staffing (Attachment 16, Part 6)	Page 545
Section 9, Key Subcontractor (Attachment 17).....	Page 567
Section 10, Bidder References (Attachment 18)	Page 599

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Proposal Submission Requirements Checklist

Checklist Item	Page #
Administrative Proposal	
<input checked="" type="checkbox"/> Correct Number of Administrative Proposals submitted (1 original hard copy) and USB flash drive (2) <u>Each Administrative Proposal should include:</u>	
<input checked="" type="checkbox"/> Attachment 1 - Proposal Checklist, completed and signed	Page 2
<input checked="" type="checkbox"/> Attachment 3 – Non-Collusive Bidding Certification	Page 6
<input checked="" type="checkbox"/> Attachment 5 - NYS Required Certification	Page 8
<input checked="" type="checkbox"/> Attachment 7, Completed, Signed, and Notarized Firm Offer Letter and Conflict of Interest Disclosure	Page 9
<input checked="" type="checkbox"/> Attachment 8, Completed Procurement Lobbying Forms and EO 177 <ul style="list-style-type: none"> Completed and signed Offeror's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b) Completed and signed Offeror Disclosure of Prior Non-Responsibility Determinations	Page 13
<input checked="" type="checkbox"/> Attachment 9, EEO 100 – Equal Employment Opportunity Staffing Plan, completed and signed	Page 14
<input checked="" type="checkbox"/> Attachment 10, Completed and signed MWBE 100 - MWBE Utilization Plan	Page 16
<input checked="" type="checkbox"/> Attachment 11, Completed Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement- Form # 4	Page 44
<input checked="" type="checkbox"/> Attachment 12, Encouraging Use of NYS Businesses in Contract Performance	Page 46
<input checked="" type="checkbox"/> Attachment 13, Contractor Certification to Covered Agency, ST-220-CA, completed, signed, and notarized	Page 47
<input checked="" type="checkbox"/> Attachment 14, Bidder Information Form	Page 48
<input checked="" type="checkbox"/> Attachment 15, Workers' Compensation Requirements under WCL § 57: Completed Workers Compensation Coverage Form: <ul style="list-style-type: none"> C-105.2 (Certificate of NYS Workers' Compensation Insurance Coverage): Contact your insurance carrier or licensed NYS insurance agent for this form OR U-26.3 (NY State Insurance Fund Certificate of Workers' Compensation Coverage) Available from the NYS Insurance Fund OR 	Page 49



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Proposal Submission Requirements Checklist

<ul style="list-style-type: none">• SI-12 (Affidavit Certifying That Compensation Has Been Secured): Board-approved self-insurers must obtain this form from Board's Self-Insurance Office OR• GSI-105.2 (Certificate of Participation in Workers' Compensation Group Board-Approved Self-Insurance): Employers must obtain this form from their group self-insurance administrator; OR WC/DB CE-200, Certificate of Attestation of Exemption from New York State Workers Compensation and/or Disability Benefits Coverage. Request through the Workers' Compensation Board website.		
<input checked="" type="checkbox"/> Attachment 15, Disability Benefits Requirements under WCL § 220(8): Completed Disability Benefits Coverage Form*: <ul style="list-style-type: none">• DB-120.1 (Certificate of Insurance Coverage Under The NYS Disability Benefits Law): Contact your insurance carrier or licensed NYS insurance agent for this form OR• DB-155 (Compliance With Disability Benefits Law): Board-approved self-insured employers must obtain this form from Board's Self-Insurance Office OR WC/DB CE-200, Certificate of Attestation of Exemption from New York State Workers Compensation and/or Disability Benefits Coverage: Request through the Workers' Compensation Board website.		Page 51
<input checked="" type="checkbox"/> Attachment 20 – Vendor Responsibility Questionnaire		Page 53
<input checked="" type="checkbox"/> Attachment 21 – Vendor Assurance of No Conflict of Interest		Page 54
<input checked="" type="checkbox"/> Attachment 22 – Compliance with HIPAA and HITECH		Page 56
<input checked="" type="checkbox"/> Attachment 23 – SDVOB Utilization Plan		Page 92
<input checked="" type="checkbox"/> Attachment 24 – Affirmative Statements		Page 94
<input checked="" type="checkbox"/> Attachment 25 – FOIL and Litigation Disclosure		Page 95
<input checked="" type="checkbox"/> Attachment 26 – Sexual Harassment Prevention Certification		Page 108
Financial Proposal		
<input checked="" type="checkbox"/> Number of Financial Proposals submitted (1 original hard copy) and USB flash drive (2)		
<input checked="" type="checkbox"/> Attachment 7, Completed, Signed, and Notarized Firm Offer Letter and Conflict of Interest Disclosure		Page 3
<input checked="" type="checkbox"/> Attachment 19, Financial Proposal Workbook		Page 7



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Proposal Submission Requirements Checklist

* We agree to the required forms of insurance and the associated coverage minimums as stated in your RFP. We look forward to confirming certain minor detail clarifications to align with the details of our industry-standard coverage.

Technical Proposal

☒ Number of Technical Proposals submitted (1 Original hard copy) and USB flash drive (2)

Each Technical Proposal should include:

Table of Contents

- ☒ Attachment 1, Completed and Signed Proposal Checklist
- ☒ Attachment 7, Firm Offer Letter and Conflict of Interest Disclosure
- ☒ Attachment 16 – Technical Proposal Forms
- ☒ Attachment 17 – Key Subcontractor Information
- ☒ Attachment 18 – Bidder References

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Office of Information Technology Services

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Proposal Submission Requirements Checklist

I certify, with my signature below, that all required and requested information listed above is completed and included in this bid submission.



Authorized Signature:

Date: February 6, 2020

Print Name and Title: David Buck, Principal

Company represented: Deloitte Consulting LLP

February 3, 2020

Mrs. Ward
Contract Management Specialist
Empire State Plaza
Swan Street Building, Core 4
Albany, NY 12223

Dear Mrs. Ward:

RE: RFP C000540 IES System Integrator

Firm Offer to the State of New York and Conflict of Interest Disclosure

Deloitte Consulting LLP (Deloitte) hereby submits this firm and binding offer to the State of New York in response to New York State Request for Proposals (RFP) # C000540 IES System Integrator Master Service Agreement, by the New York State Office of Information Technology Services. The Proposal hereby submitted by **Deloitte** meets or exceeds all terms, conditions and requirements set forth in the above-referenced RFP. This formal offer will remain firm and non-revocable for a minimum period of 180 days from the date proposals are due to be received by the State, or until a Contract is approved by the NYS Comptroller and executed by the State.

Deloitte's complete offer is set forth in three, separately bound volumes as follows:

Technical Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

Financial Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

Administrative Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

As used in this document, "Deloitte" means Deloitte Consulting LLP, a subsidiary of Deloitte LLP. Please see www.deloitte.com/us/about for a detailed description of the legal structure of Deloitte LLP and its subsidiaries. Certain services may not be available to attest clients under the rules and regulations of public accounting.

Deloitte hereby affirms that the solution proposed by the Bidder in the Proposal meets or exceeds the service level requirements set forth in the above-referenced RFP, including referenced attachments.

Deloitte hereby affirms that, at the time of Proposal submission, Bidder knows of no factors existing at time of Proposal submission or which are anticipated to arise during the procurement or Contract term, which would constitute a potential conflict of interest in successfully meeting the contractual obligations set forth in the above-referenced RFP and the Proposal hereby submitted, including but not limited to:

1. No potential for conflict of interest on the part of the Bidder or any due to prior, current, or proposed contracts, engagements, or affiliations; and
2. No potential conflicts in the sequence or timing of the proposed award under this RFP # C000540 relative to the timeframe for service delivery, or personnel or financial resource commitments of Bidder or to other projects.

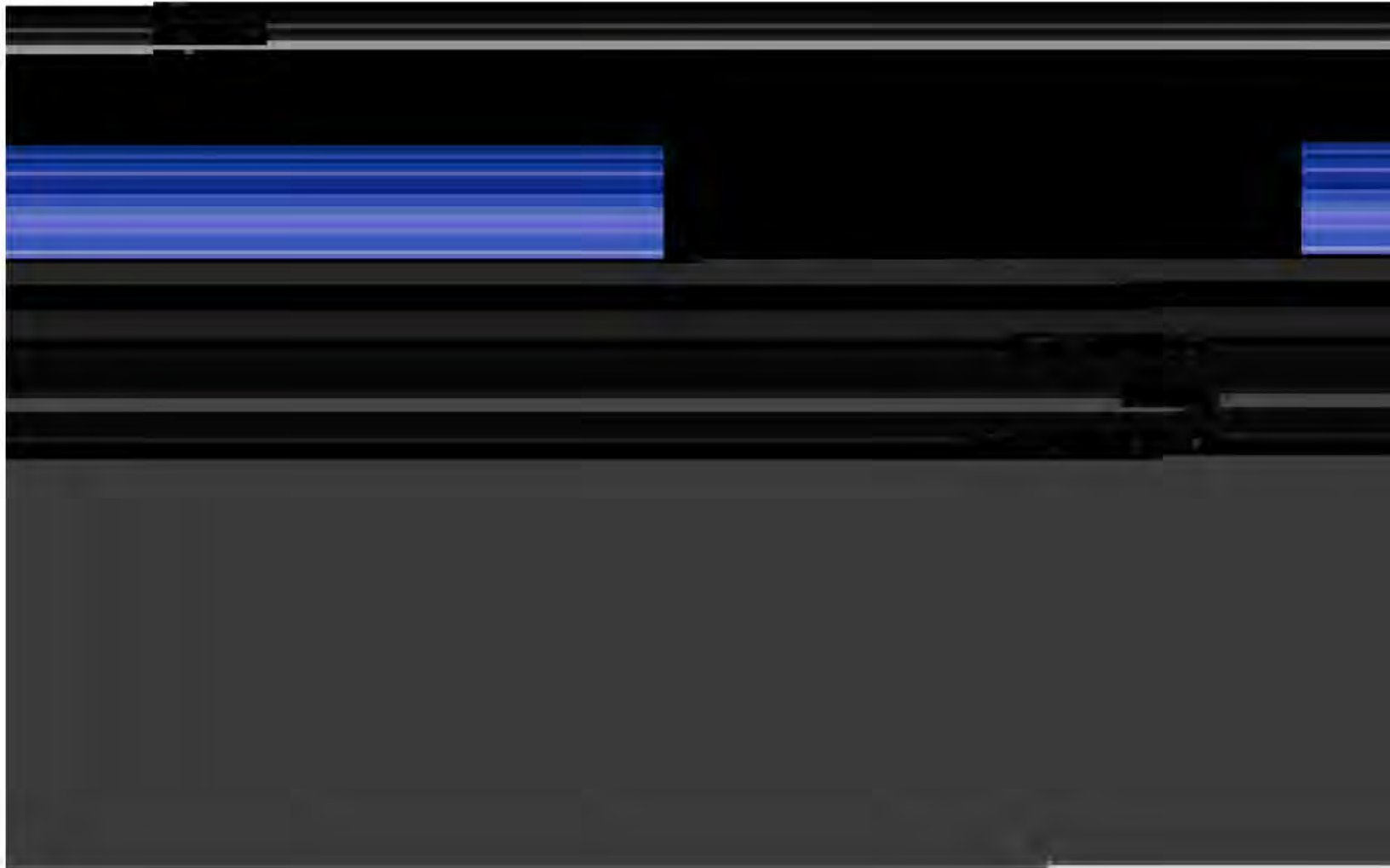
To comply with the Vendor Responsibility Requirements outlined in Appendix C, Section 48 of the above-referenced RFP, #C000540 IES System Integrator Master Service Agreement. hereby affirms that (enter an "X" in the appropriate box):

- ☒ An on-line Vendor Responsibility Questionnaire has been updated or created within the last six months, at the Office of the State Comptroller's website:

<https://portal.osc.state.ny.us/wps/portal>

- ☐ A hard copy Vendor Responsibility Questionnaire is included with this Proposal and is dated within the last six months.
- ☐ A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental agencies, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

By signing, the undersigned individual affirms and represents that he has the legal authority and capacity to sign and make this offer on behalf of, and has signed using that authority to legally bind **Deloitte** to the offer, and possesses the legal capacity to act on behalf of Bidder to execute a Contract with the State of New York. The aforementioned legal authority and capacity of the undersigned individual is affirmed by the enclosed Resolution of the Corporate Board of Directors of **Deloitte**.



CORPORATE ACKNOWLEDGMENT

STATE OF _____ }
:ss.:
COUNTY OF _____ }

On the _____ day of _____ in the year 20 __ ,
before me personally came: _____, to me known, who, being
by me duly sworn, did depose and say that he/she/they reside(s) in _____;
(are) _____ (the President or other officer or director or
attorney in fact duly appointed) of _____, the
corporation described in and which executed the above instrument; and that he/she/they signed
his/her/their name(s) thereto by authority of the board of directors of said corporation.

Signature and Office of Person Taking Acknowledgment

PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____ } Pennsylvania
:ss.:
COUNTY OF _____ } Dauphin

_____ me personally came:
_____ duly sworn, did depose
_____ ; that he is
_____ (the General/Managing Partner or other officer
or attorney in fact duly appointed) of _____, the
partnership described in said instrument; that, by the terms of said partnership, he is authorized to
execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that,
pursuant to that authority, he executed the foregoing instrument in the name and on behalf of said
partnership as the act and deed of said partnership.

Mary Christina Keller notary
Signature and Office of Person Taking Acknowledgment

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Mary Christina Keller, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires Sept. 28, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF _____ }

RFP# C000540 IES System Integrator Master Service Agreement**Attachment 16: Technical Proposal Form**

When completing the Technical Proposal Content, please do so in the order enumerated below. **DO NOT INCLUDE ANY PRICING INFORMATION.**

Bidder must provide information which meets the minimum qualifications, set forth in 1.3 of the RFP, and demonstrates that Bidder can successfully undertake and complete a project of the scale and scope set forth in this RFP.

PART 1: ORGANIZATIONAL OVERVIEW (EXECUTIVE SUMMARY)

The Bidder must possess the administrative and organizational capacity, experience and expertise to provide the required Project Services as set forth in the RFP and the administrative structure to oversee the billing, payment, and processing of invoices to ITS for work performed under the Contract. To demonstrate that it meets or exceeds these requirements, at this part of its Technical Proposal, the Bidder must submit an Executive Summary, not to exceed five (5) pages that includes:

- (1) The name and address of the Bidder's main and branch offices and the name of the senior officer who will be responsible for this account;
- (2) A statement indicating for which Lot(s) the Bidder meets or exceeds the associated minimum bidder qualifications and for which Lot(s) it is submitting a Proposal for the State's consideration.
- (3) A concise description of the Bidder's understanding of the requirements presented in the RFP, ITS' needs, approach, and how the Bidder can assist ITS in accomplishing its objectives. The description provided should demonstrate the Bidder's understanding of (1) the scope of work included in the RFP, and (2) the effort, skills and processes necessary to successfully complete the software development services detailed in this RFP while adhering to the software development lifecycle (SDLC) prescribed by the State using State-defined tools, methodologies, and technologies and operating on a State-owned and operated platform.
- (4) A succinct statement outlining corporate/business history including a general mission statement, the overall number of employees per position, and other general information about the Bidder.
- (5) A description of the activities the Bidder is proposing to undertake to begin providing services to ITS if selected in response to a Tier II Assignment.
- (6) A statement specifying its agreement to and, as applicable, explain how it will:
 - a. Maintain an adequate organizational structure and resources sufficient to discharge its contractual responsibilities including monitoring Contract activities, deliverables, invoicing, billing, and personnel issues.
 - b. Provide for normal day-to-day communications and maintain a Contractor Sole Point of Contact (Engagement Executive) for proper communication and performance of all contractual responsibilities.
 - c. Substitute any employee whose continued presence would be detrimental to the success of the State's efforts with an employee of equal or better qualifications.
 - d. Cooperate fully with the State's staff, advisors, and any other contractors and/or subcontractors who may be engaged by the State relative to the Project Services.

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Organizational Overview (Executive Summary) (Attachment 16, Part 1)

Section 3

Attachment 16, Part 1

New York State benefits by partnering with Deloitte Consulting (Deloitte) and our unmatched Integrated Eligibility System (IES) experience, deep understanding of health and human services (HHS) programs and the systems that support them, and a record of successfully delivering complex, multi-vendor projects across the country. Our qualifications span all four Lots and reduces the Office of Information Technology Services' (ITS) risk. We bring features and capabilities of our

██████████ to support the state's vision and goals. This combination of proven qualifications, capabilities, and understanding of New York's unique challenges provides a strong foundation to help ITS deliver this critical IES project.

New York ITS is charged with retiring the State's Welfare Management Systems (WMS) and empowering social services agencies to transform delivery through more coordinated business practices and the use of modernized technology. Working closely with the Office of Temporary Disability Assistance (OTDA), Office of Children and Family Services (OCFS), Department of Health (DOH), and county social services agencies, selected vendors will help ITS improve how New York serves residents by providing modern solutions implemented with careful technology planning and management. Vendors will work with ITS to develop and execute a plan to move off the Upstate and NYC WMS systems to a modular, non-proprietary, modern solution that is flexible in meeting the complex needs of a large, county-administered state like New York. ██████████

██████████—and a record of delivering on commitments. There is no better or more qualified vendor to partner with ITS to meet this challenge head-on and deliver a successful IES project.

3.1 BIDDER'S NAME, OFFICE ADDRESS, AND SENIOR OFFICER

Attachment 16, Part 1 (1)

Deloitte has over ██████████ employees working out of ██████████ offices across the United States, including ██████████ employees in six New York offices. The office servicing this contract will be our Albany, New York office located at 111 Washington Avenue, Albany, NY 12210. **Our Lead Client Service Partner (Senior Officer) serving the State of New York account is Tab Warligner.** Tab is a Deloitte senior partner with over 30 years' experience delivering complex projects for large state and federal clients. His past clients

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include states such as [REDACTED]

We agree to the required forms of insurance and the associated coverage minimums as stated in your RFP. We look forward to confirming certain minor detail clarifications to align with the details of our industry-standard coverage.

3.2 BIDDER'S SELECTED LOTS AND QUALIFICATIONS

Attachment 16, Part 1 (2)

Deloitte has carefully reviewed the four Lots defined in RFP #C000540. With our 50+ years of experience delivering integrated eligibility, enrollment, and case management systems and related support systems like analytics, fair hearings, and financial and provider management, we significantly exceed the minimum qualifications for all Lots and are submitting this proposal to be considered for all four.



Figure 3-1. Deloitte is Bidding On and Exceeds Your Requirements For all Four MSA Lots.
Deloitte's experience reduces project risk and provides ITS with proven solutions and approaches that succeed.

3.3 UNDERSTANDING, NEEDS, AND APPROACH

Attachment 16, Part 1 (3)

UNDERSTANDING ITS' SCOPE OF WORK AND NEEDS

ITS is seeking qualified vendors, on a per-Lot basis, to modernize the most complex, HHS environment in the country. It will be a multi-year process to move New York's 58 Local Departments of Social Service (LDSS) off of mainframe systems to a modular, open source set of solutions. LDSSs are dependent upon the Upstate WMS, NYC WMS, and BICS—all aged systems that today significantly constrain ITS, DOH, OTDA, OCFS, and LDSS service delivery options. This is further complicated by New York's county-administered model that serves over seven million residents in core programs like SNAP, Medicaid, HEAP, TANF Cash Assistance, and child support enforcement. There are significant differences in processes across LDSSs that require business process analysis, user centered design and organizational change management. There are also variations in self service capabilities, workflow, and automation used by LDSSs. Some rely heavily on state-provided technologies (e.g., MyWorkSpace) while others have created their own systems. [REDACTED]

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Given the age of these systems, the decades of complex business rules embedded in them, and New York's complex organizational model, this project will require intricate planning and execution. The winning Lot vendor(s), in a collaborative, multi-vendor environment, will need to help ITS develop an approach to research and move functionality off WMS to a new, modernized IES system that supports the State's future. ITS also needs a vendor with system delivery experience, proven eligibility solutions for large states, experience with data synchronization between Unisys mainframes and modern systems, a full suite of technology delivery and change management capabilities, and demonstrated capability working in a multi-vendor environment. Deloitte [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ASSISTING ITS IN ACCOMPLISHING THEIR OBJECTIVES

Deloitte can [REDACTED]

[REDACTED]

(among others). [REDACTED] like SNAP, TANF, HEAP, Medicaid, and Child Support, and can be customized to meet state-specific requirements. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] We combine this with over [REDACTED] skilled government practitioners who bring experience delivering social service systems in complex [REDACTED]

[REDACTED]

[REDACTED]

That said, we are well aware of the [REDACTED]

[REDACTED]

[REDACTED]

COMPLETING DEVELOPMENT WHILE ADHERING TO STATE PRESCRIBED SDLC TOOLS AND METHODOLOGIES

ITS is seeking to use a multi-vendor approach to build IES that gives it maximum flexibility to choose best of breed solutions and vendors. It expects vendors to follow the State's delivery method and tools to run the project. We bring experience aligning our project approaches to our client's methodologies. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.4 OUR CORPORATE HISTORY AND GENERAL MISSION

Attachment 16, Part 1 (4)

Deloitte traces its founding to 1845 and has [REDACTED] dedicated professionals worldwide, through independent firms that collaborate to provide audit, consulting, advisory, risk management, and tax services. Collectively, we serve [REDACTED] percent of the *Fortune* Global 500 companies. In the United States,

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Deloitte LLP and its subsidiaries are headquartered in New York City and have more than [REDACTED] professionals. This includes, by position classification, approximately [REDACTED] [REDACTED] client delivery staff, and nearly [REDACTED] administrative support staff in more than 100 cities. Deloitte Consulting LLP (Deloitte) is our consulting business and will lead this engagement. As one of the leading consulting organizations for business strategy, operations, and technology, Deloitte brings together a unique combination of capabilities to help clients address their most complex challenges.

DELOITTE'S GOVERNMENT AND PUBLIC SERVICES PRACTICE

Deloitte provides leading industry capabilities through our Government and Public Services (GPS) practice, bringing you experience from helping hundreds of state, local, higher education, and federal clients. With over 50 years of experience and more than [REDACTED] GPS professionals, we have served 47 of 50 US states. As part of our national HHS offering, we have maintained and operated solutions as well as helped state agencies find a path forward to achieving strategic objectives. We offer experienced staff across business lines, a broad and deep product portfolio, industry-leading practices, and repeatable methodologies. Using our experience working closely with different government entities, we understand the business of the HHS industry across multiple programs including SNAP, TANF, Medicaid, HEAP, CHIP, Child Care, Child Support, and Child Welfare.

3.5 BIDDER'S SERVICES FOR TIER II ASSIGNMENT

Attachment 16, Part 1 (5)

Upon award of a Tier II assignment, Deloitte will work closely with ITS to begin project ramp-up activities in alignment with the related SOW, our proposal, and project schedule. This includes identification and alignment of staffing given the scope and skills required for the SOW. We will work closely with the State's designated point of contact in all start up activities. We will designate a project start-up manager and use a 100-point start-up checklist to ramp up new projects quickly that spans all aspects of project

CONFIDENTIAL

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management, facilities, security, onboarding, communication, planning, and contracting. This will include extensive interaction with our subcontractor partners.

3.6 ADDITIONAL PROJECT ITEMS

Attachment 16, Part 1 (6)

MAINTAINING ADEQUATE ORGANIZATION AND RESOURCES

Deloitte employs over [REDACTED] resources, including our GPS practice of over [REDACTED] project delivery staff. We bring a record of estimating projects and deploying staff members in project-based environments like that desired by ITS for the IES project. Upon execution of the first Tier II assignment, Deloitte will set up the Project Management Organization (PMO) structures to guide project resources, schedule, deliverables, invoices, bills, and personnel issues. The PMO coordinates with ITS-designated team members using a regular meeting with a standing agenda to review contractual items and formal documentation of communication, where needed.

DAY-TO-DAY COMMUNICATION

On execution of Tier II work assignments [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

EMPLOYEE SUBSTITUTION

Team chemistry in delivering large projects is important and we rarely need to replace staff due to them being detrimental to a project. We are committed to maintaining continuity of the Deloitte Team on the IES project and we take pride in limiting substitutions; we recognize the potential impact on overall project delivery. Should we have to substitute a key staff member, we will discuss options for replacing the individual with ITS leadership to determine a path forward. The person provided will have the same or better experience and qualifications than the person being replaced.

COOPERATING WITH STATE STAFF, ADVISORS, AND CONTRACTORS

IES will be a complex, multi-vendor, multi-agency project. Cooperation across all stakeholders is critical for success. [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] We will work with ITS to implement the proper governance, communication channels, and cadence that provide transparency and accountability that allows ITS to be successful. This includes regular status meetings across stakeholders, formal and informal status reporting, and the use of web-based tools such as JIRA (or other State-prescribed tools) to provide transparency to issues, risks, action items, and project documentation.



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PART 2: MINIMUM BIDDER QUALIFICATIONS

Please complete Table 1 - Project Engagement, on the following page, for each project engagement the Bidder is using to demonstrate that it meets or exceeds the Minimum Bidder Qualifications. Failure to meet the Minimum Bidder Qualifications set forth below will result in the Proposal being deemed non-responsive and eliminated from further consideration. The Minimum Bidder Qualifications section will be scored on a Pass/Fail basis.

For each Lot the Bidder is bidding on, Bidder must complete the table provided under that section. Depending on the Lot or Lots for which they are submitting Proposals, Bidders must meet the Lot-specific Minimum Bidder Qualifications to be deemed qualified to respond to that/those particular Lot/Lots. Failure to meet a given Lot's Minimum Bidder Qualifications will disqualify and eliminate the Bidder from further consideration for that Lot's services. The Lot-specific Minimum Bidder Qualifications section will be scored on a Pass/Fail basis.

Bidders should list as many projects as needed to meet the Minimum Bidder Qualifications. Additional projects in excess of the Minimum Bidder Qualifications should not be listed in this section but can be discussed in Part 5 of Attachment 16, entitled "Bidder Experience."

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Minimum Bidder Qualifications (Attachment 16, Part 2)

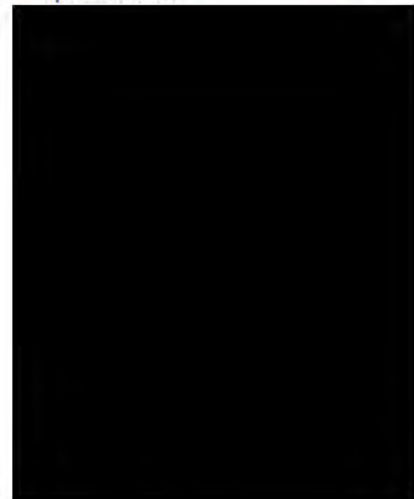
Section 4

Deloitte brings a proven track record of delivering comprehensive Integrated Eligibility System (IES) solutions across the country which include the core functions in each of the four Lots of this RFP. This experience includes successfully implementing in [REDACTED]

[REDACTED] and acknowledges the unique nature of your organizational, operational, and systems landscapes. Deloitte has delivered [REDACTED] [REDACTED] [REDACTED] [REDACTED] for over 50 years across 47 states, [REDACTED] and this experience enables us to exceed Office of Information Technology Services (ITS) bidder qualifications across all four Lots. Qualified and capable, we are excited to collaborate with NYS and other vendors to deliver this statewide IES project.



Deloitte exceeds IES minimum bidder qualifications:



ITS seeks three years of experience in delivering similar projects to the IES initiative. [REDACTED]

[REDACTED] Given our extensive program knowledge across all four RFP Lots, and our specific experience with New York agencies, we are the most qualified vendor to help you deliver the IES project. As shown below and as detailed in the remainder of this section, we highlight one project for each of the four Lots. In these projects, we served as the prime vendor and showed that, in experience level, we exceed your RFP's requirements. A proven record is the best predictor of the ability to deliver a large, complex project like ITS' IES modernization. [REDACTED]

LEGACY OF EXCEEDING EXPECTATIONS ACROSS ALL FOUR LOTS



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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]. As depicted in the following graphic, we have selected one project to highlight for each Lot, showing we meet your minimum qualification requirements. Please refer to *Section 7.0, Bidder Experience (Part 5 of Attachment 16)* for our extensive project experience relative to all four RFP Lots.

EXCEEDING MINIMUM BIDDER QUALIFICATIONS



Figure 4-1. Deloitte Exceeds Minimum Bidder Qualifications.

Our experience means we deliver more robust IES solutions, lower project risk, and bring more qualified staff who are familiar with your programs and how to use technology to support them.

The following tables provide Deloitte's project qualifications that meet your minimum years of experience delivering required services for each of the four RFP Lots. We look forward to bringing our proven experience to New York and working collaboratively with ITS, OTDA, OCFS, DOH, and various other stakeholder groups to deliver a successful, modernized IES solution.

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Table 1 Project Engagement
Minimum Bidder Qualifications

Qualification 1: The Bidder, at time of bid submission and throughout the term of the Contract, must be authorized to conduct business in New York State, or has filed an application for authority to do business in New York State with the New York State Secretary of State at the time of bid submission. Such application must be approved prior to Contract Award.

The Bidder certifies that it is authorized to conduct business in the State of New York. (If the answer is "Yes," skip the next two items regarding this Qualification 1.)

☒ Yes ☐ No

If the Bidder is not currently authorized to conduct business in the State of New York, has the Bidder filed an application for authority to do business in New York State with the New York State Secretary of State prior to the date of its bid submission?

☐ Yes ☐ No

If the answer to the above question is "Yes," please provide the date the Bidder filed its application for authority to do business in New York State with the New York State Secretary of State.

Qualification 2: The Bidder must represent and warrant that it possesses at least three (3) years of experience as the prime contractor on a project(s) subject to and under the following conditions:

- the project(s) included multiple prime contractors working simultaneously on software development in a shared system environment;
- the Bidder was responsible for providing software development services, which includes/included design, development, and implementation, inclusive of testing and defect resolution for the project(s); and
- in providing such software development services, the Bidder was required to adhere to the software development lifecycle (SDLC) as prescribed by the client using client-defined tools, methodologies, and technologies and operating on a client-owned and operated platform.

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The Bidder represents and warrants that it possesses at least three (3) years of experience as the prime contractor on a project(s) subject to and under the following conditions:

- the project(s) included multiple prime contractors working simultaneously on software development in a shared system environment;
- the Bidder was responsible for providing software development services, which include/included design, development, and implementation, inclusive of testing and defect resolution, for the project(s); and
- in providing such software development services, the Bidder was required to adhere to the software development lifecycle (SDLC) as prescribed by the client using client-defined tools, methodologies, and technologies and operating on a client-owned and operated platform.

☒ Yes ☐ No

Project Engagement # and Name:

Client Name(s):

Dates (month/year) of Experience (including date the engagement started and ended or is scheduled to end):

Client Contact Name and Title:

Phone Number:

Email:

Alternate Client Contact Name and Title:

Phone Number:

Email:

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Table 4 Lot #3 - Financial Management and Provider Management Project Engagement

Minimum Bidder Qualifications

Lot 3 Qualification: The Bidder must represent and warrant that it possesses at least three (3) years of experience as the prime contractor on a financial management IT project(s) under which the Bidder was responsible for providing software development services, which includes/included design, development, and implementation, inclusive of testing and defect resolution, for the project.

*The Bidder may add more engagements as necessary to show experience. However, the Bidder should only provide engagements needed to meet the minimum.

The Bidder represents and warrants that it possesses at least three (3) years of experience as the prime contractor on a financial management IT project(s) under which the Bidder was responsible for providing software development services, which includes/included design, development, and implementation, inclusive of testing and defect resolution, for the project.

☒ Yes ☐ No

Project Engagement # and Name:

Client Name(s):

Dates (month/year) of Experience (including date the engagement started and ended or is scheduled to end):

Client Contact Name and Title:

Phone #:

Email:

Alternate Client Contact Name and Title:

Phone #:

Email:

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RFP# C000540 IES System Integrator Master Service Agreement**PART 3: PROJECT OVERVIEW**

In this section of the Technical Proposal, Part 3 – Project Overview, Bidders should demonstrate their competence and capacity to provide systems integration services, inclusive of design, development, and implementation, testing and defect resolution, knowledge transfer and cross-training of State technical staff, and tier 2-4 help desk support for all Lots bid. The Project Overview should include a narrative describing the project approach and provide information regarding how the Bidder will fulfill the services set forth in Section 2.1 of the RFP.

Specifically, the Bidder should outline the factors that it believes are critical to the success of system integration projects. Responses should indicate how the Bidder will be able to have their work product (deliverables) and tasks incorporated into the State's overall deliverables and SDLC. The Bidder should describe its experience in successfully addressing the following critical factors in other similar engagements, highlighting unique experiences, skills, or abilities the Bidder would bring to the engagement that differentiate it from other Bidders and that would maximize the likelihood of a successful outcome for Assignments. At a minimum, the Bidder must address the following:

1. Bidder's ability to have their workplan and product for any award incorporated into the State's master plan;
2. Bidder's approach to adhering to a software development lifecycle (SDLC) as prescribed by the State using State-defined tools, methodologies, and technologies and operating on a State-owned and operated platform;
3. Bidder's ability to work in a multi-vendor environment with the State and with other vendors performing IES-related work on various modules awarded through the RFP, other solicitation instruments, or separate project teams being managed by State resources;
4. Bidder's ability to manage and mitigate Bidder, or client, identified risk(s); and
5. Bidder's approach to scope, schedule, cost, and quality management, including ability to maintain strict adherence to budget.

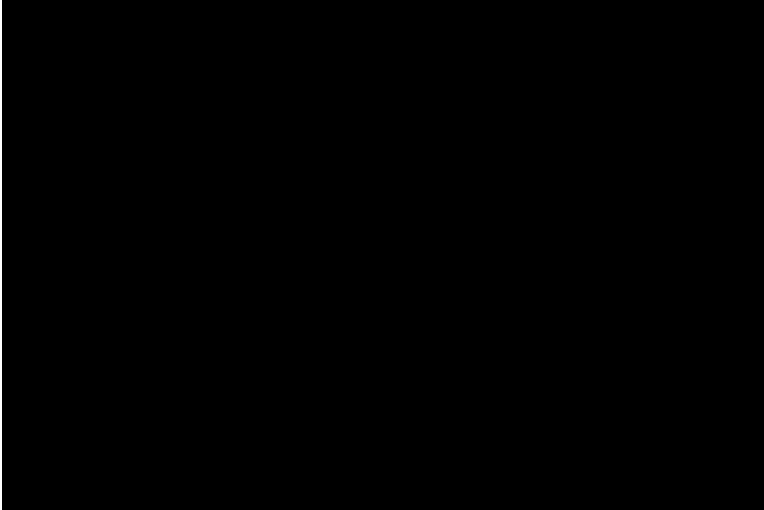
The Project Overview will be scored based on how the Bidder addresses both its approach to the project and the critical factors listed above. This part of the Bidder's Technical Proposal must not exceed twenty (20) pages.

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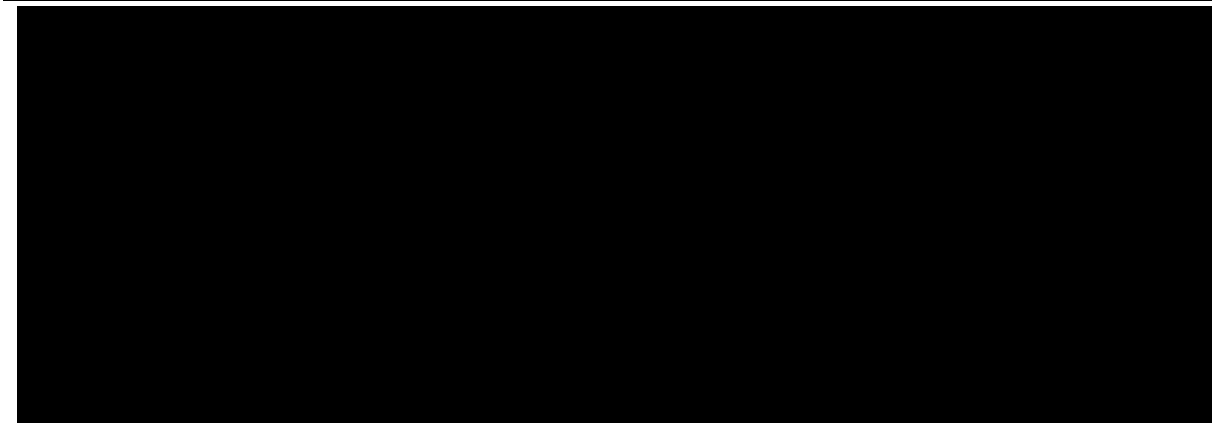
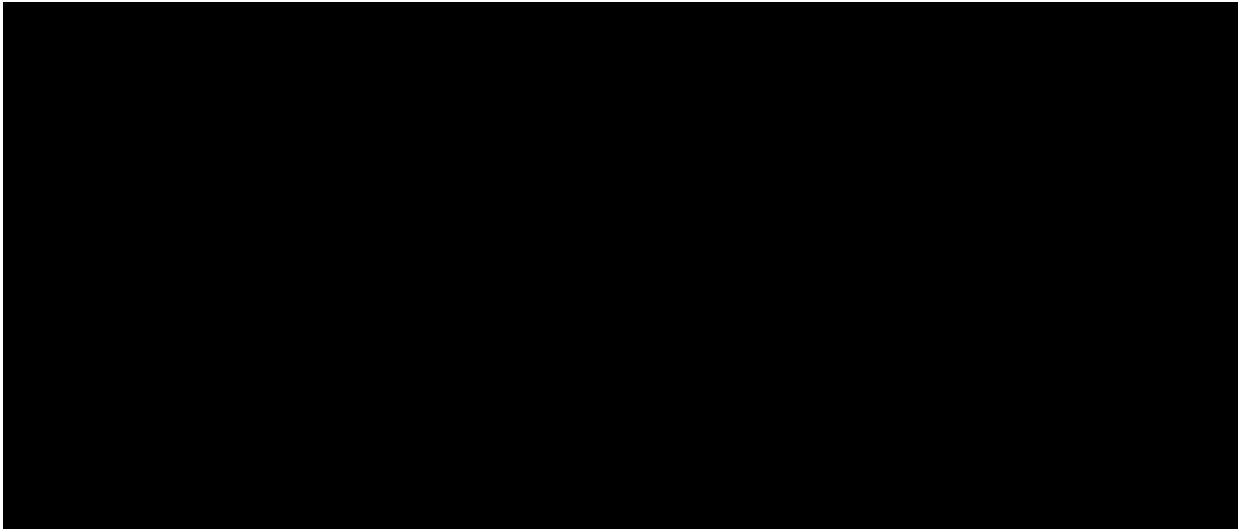
Project Overview(Attachment 16, Part 3)

Section 5

New York State (NYS) benefits by [REDACTED]



Throughout this section, we describe our competence and capacity to perform the system integration services required to successfully deliver across all IES Lots and SI services.

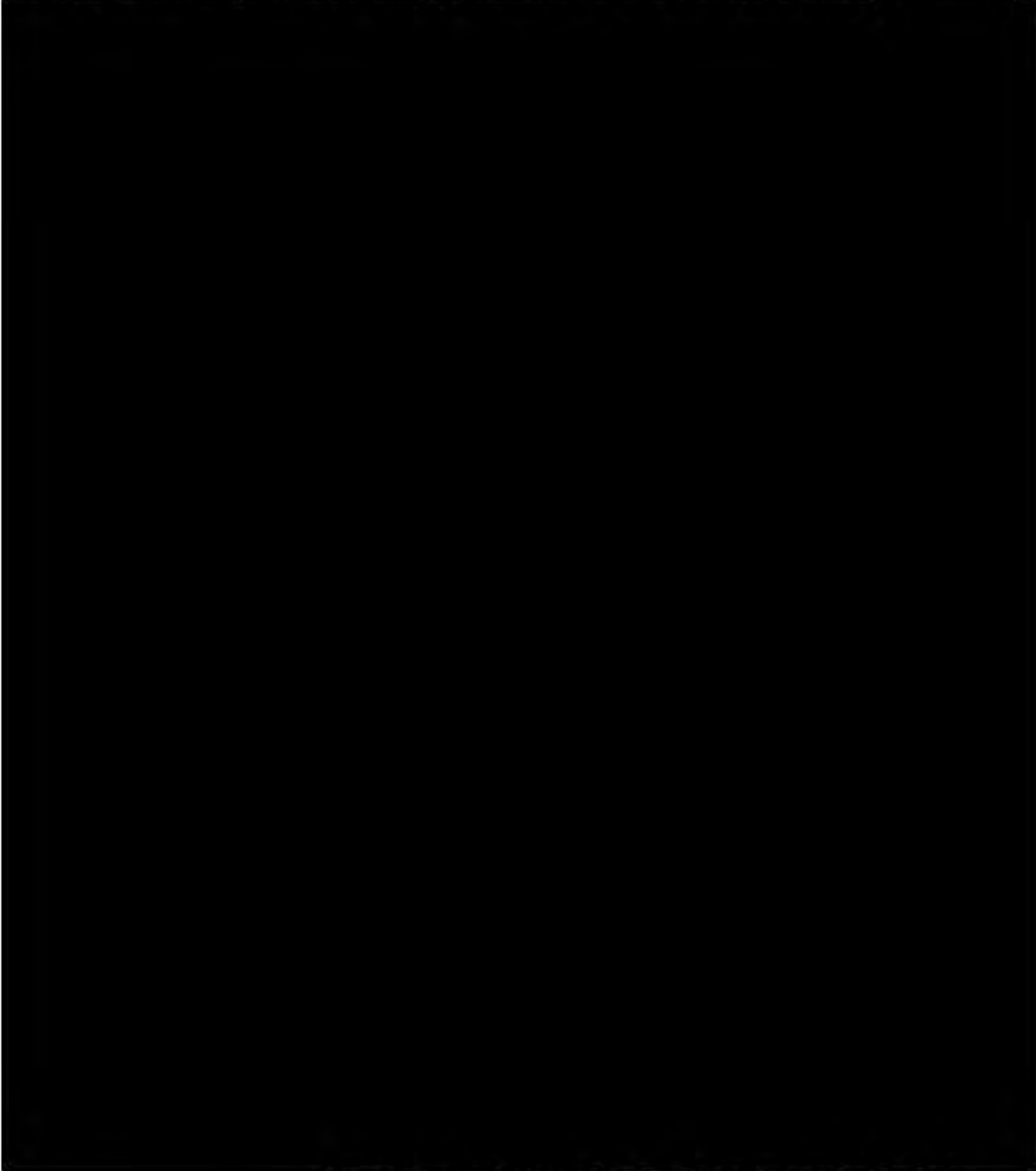


Deloitte's competence and capacity to provide SI services across IES Lots:

- Industry-leading Health and Human Services system integration expertise spanning all 4 Lots
- End-to-end Integrated Eligibility System implementation experience in 33 States; this experience includes DDI, testing and defect resolution, knowledge transfer, and training
- In-depth knowledge of legacy Unisys data architecture and best practices for conversion and data synchronization
- Deep focus on business outcomes, system usability, and end-user engagement
- Wide range of complex IES projects delivered through a multi-vendor environment with integrated work plans
- Rigorous risk, scope, schedule, quality, and budget management processes
- Non-proprietary, state-owned tech stack

RFP# C000540 IES System Integrator Master Service Agreement**5.1 OUR COMPETENCE AND EXPERIENCE IN SI SERVICES**

New York State has established a detailed project runway to accomplish its transformational IES vision with the IES project team at the helm managing the overall project with the assistance of qualified vendors, as needed, to perform a wide range of SI services across the four defined Lots.

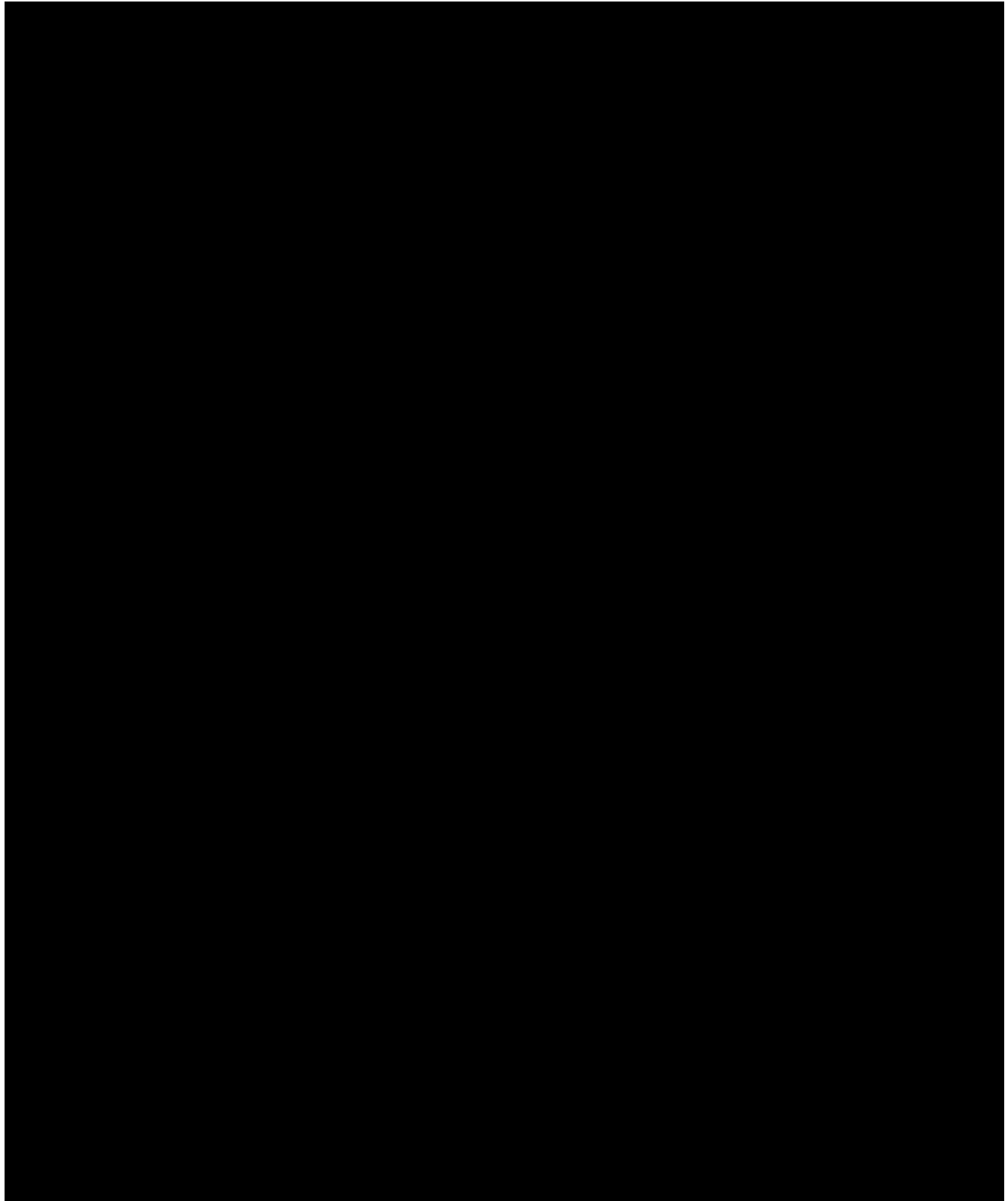


This enables us to accomplish objectives across each of the Lots



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supporting IES. The following is an overview of Deloitte's competence and capacity for each of these services. Later in this section, we will expand on our approach for how we deliver these services.



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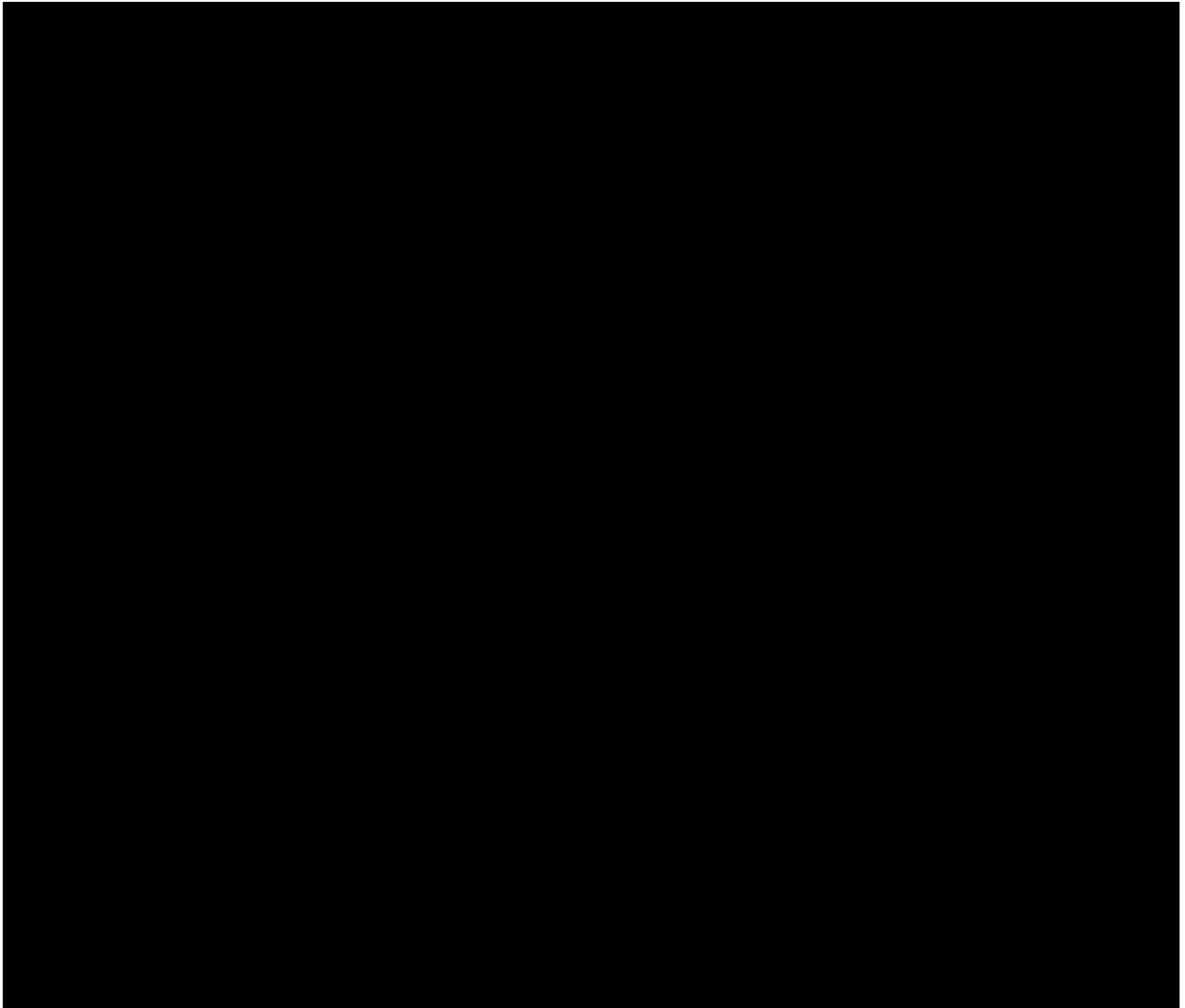


Figure 5-2. Competence and Capacity to Deliver SI Services for the New York IES Modernization Project.

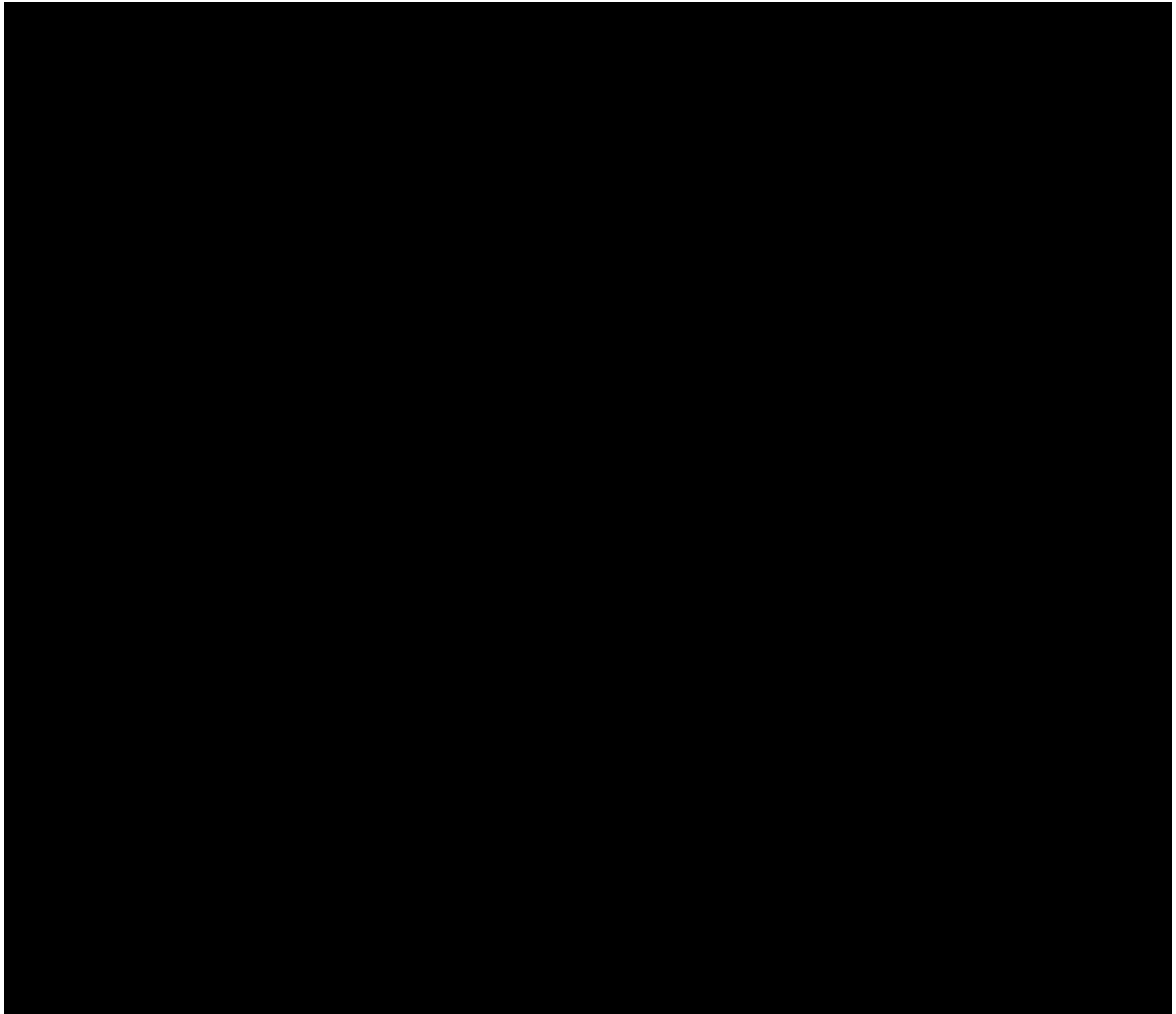
IES Solution Functional Overview

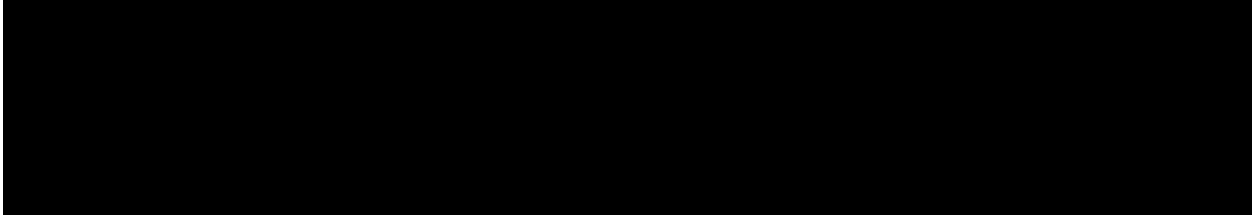
Deloitte realizes that designing, implementing, and maintaining a complex Integrated Eligibility System can be a daunting task. [REDACTED]

[REDACTED] including [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

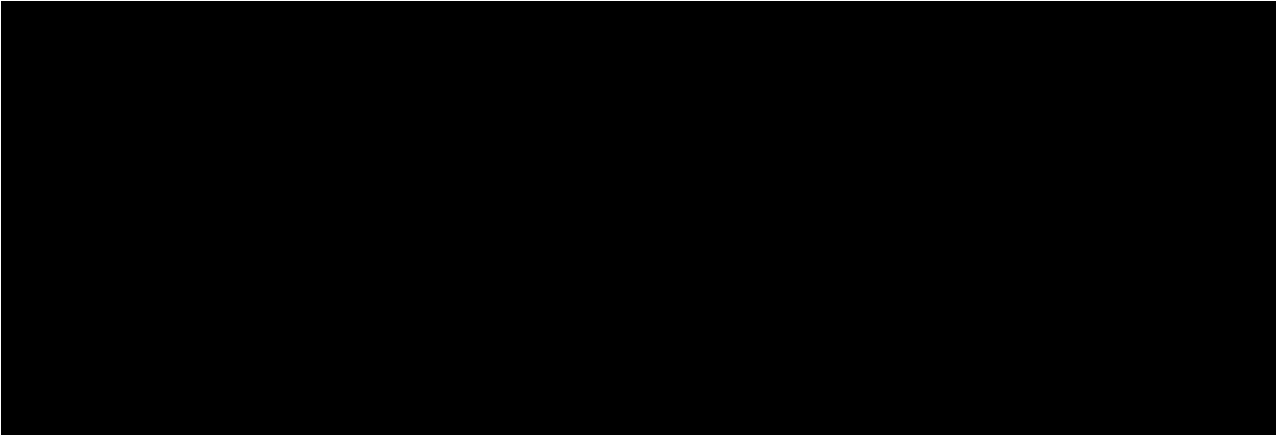


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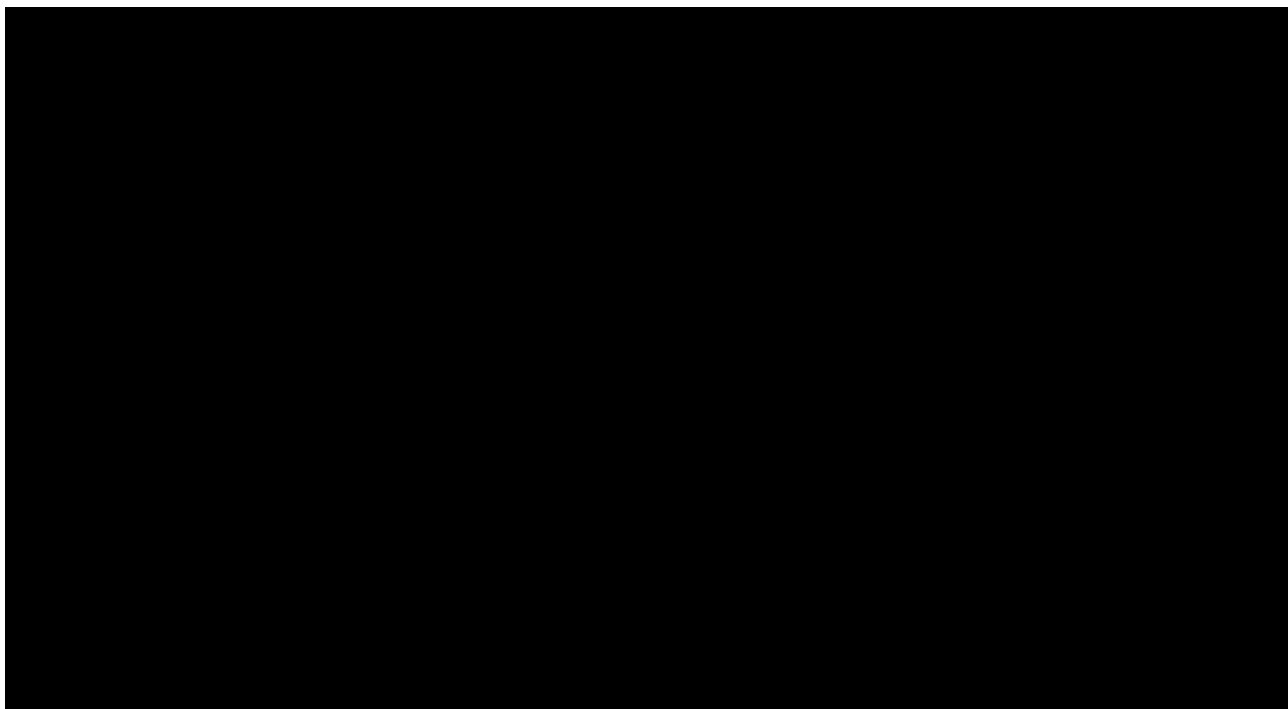
RFP# C000540 IES System Integrator Master Service Agreement**5.2 OUR CAPACITY TO DELIVER IES PROJECT SERVICES**

As we detail in Section 8 of our proposal, the NYS IES team benefits from:



Within the practices listed above, there are several service offerings, each with its own set of talented practitioners who specialize in areas that span the various SI services you've defined and who bring value-add skills to enable success. [REDACTED]

[REDACTED]. A list of relevant offerings that provide the expertise we may leverage for IES engagements is highlighted below.



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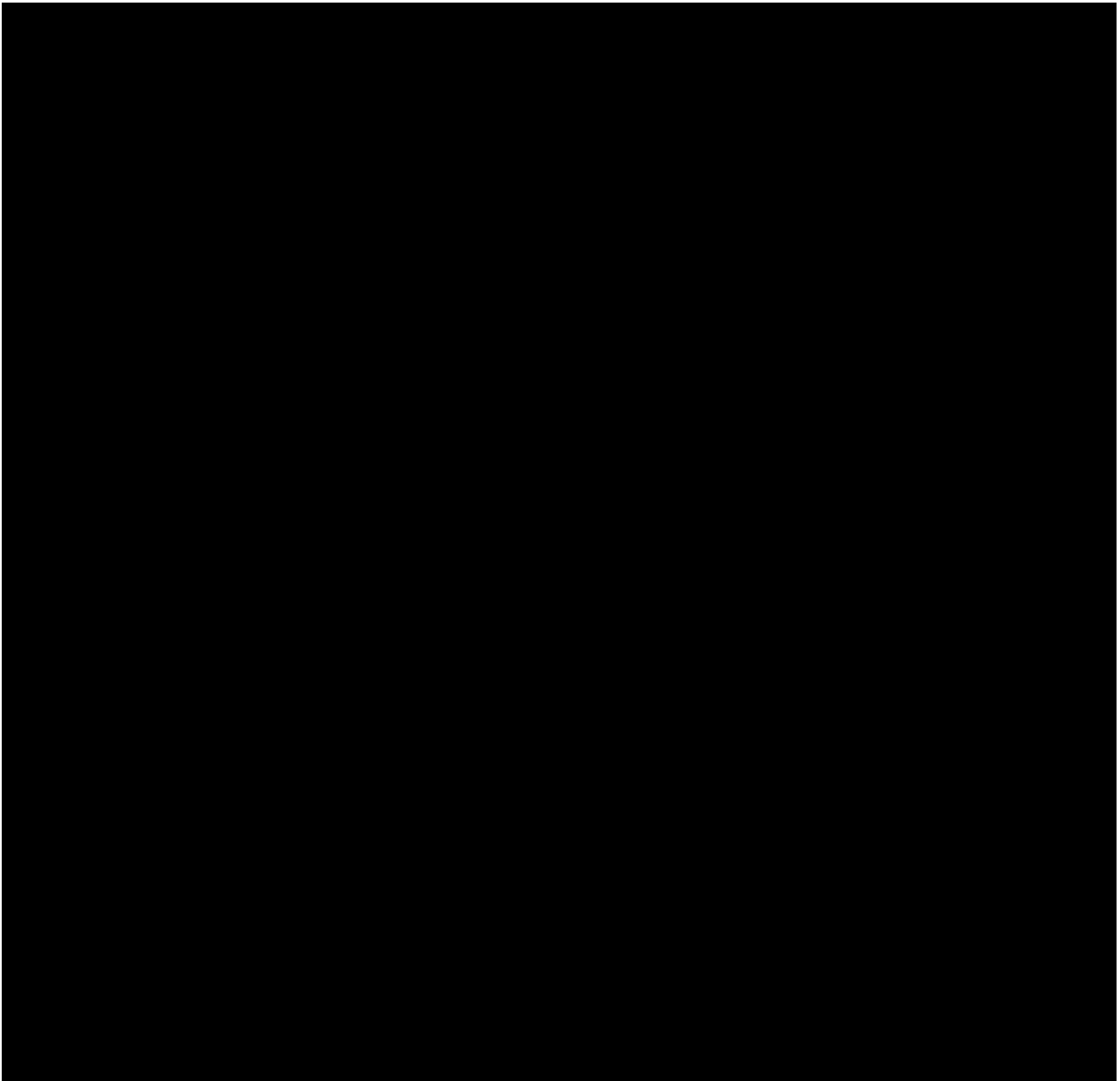
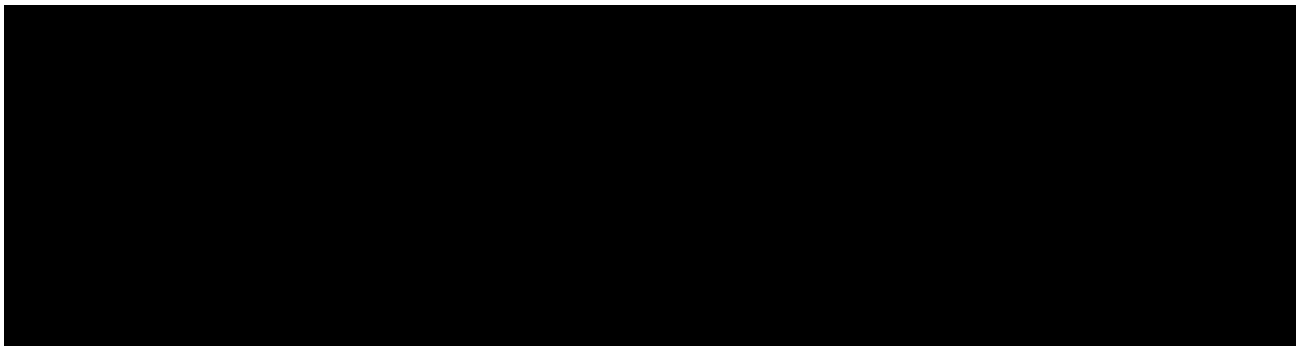
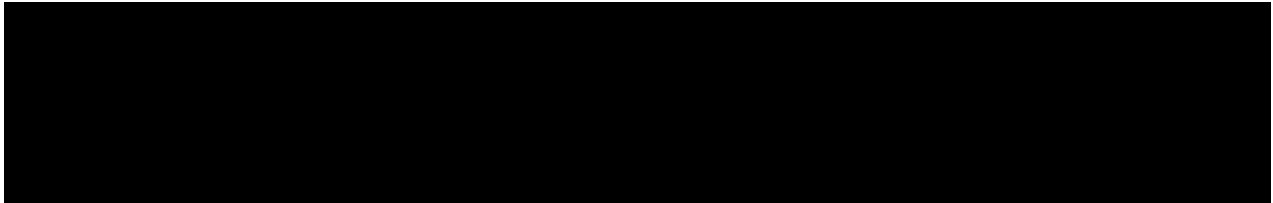


Figure 5-4. Deloitte's Service Offerings Allow Us to Provide the IT Services Needed for Complex Projects Like IES.





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[REDACTED] as our firm and staff highly qualified professionals who produce superior results for our clients.

RFP# C000540 IES System Integrator Master Service Agreement**5.3 OUR APPROACH FOR DELIVERING PROJECTS LIKE IES**

The Deloitte team, working side by side with New York State project stakeholders to successfully deliver the various components of your IES, will leverage appropriate project approaches, technologies, and tools for each Tier II SOW as prescribed by the State. [REDACTED]

[REDACTED] While fully understanding your chosen approach, we are briefly highlighting the core components of our [REDACTED]

[REDACTED] at any time to help meet your evolving project needs.

OVERVIEW OF OUR [REDACTED] AND APPROACH

[REDACTED] Our methodology contains proven materials that reflect our experiences and lesson learned from various implementations across the country. [REDACTED]

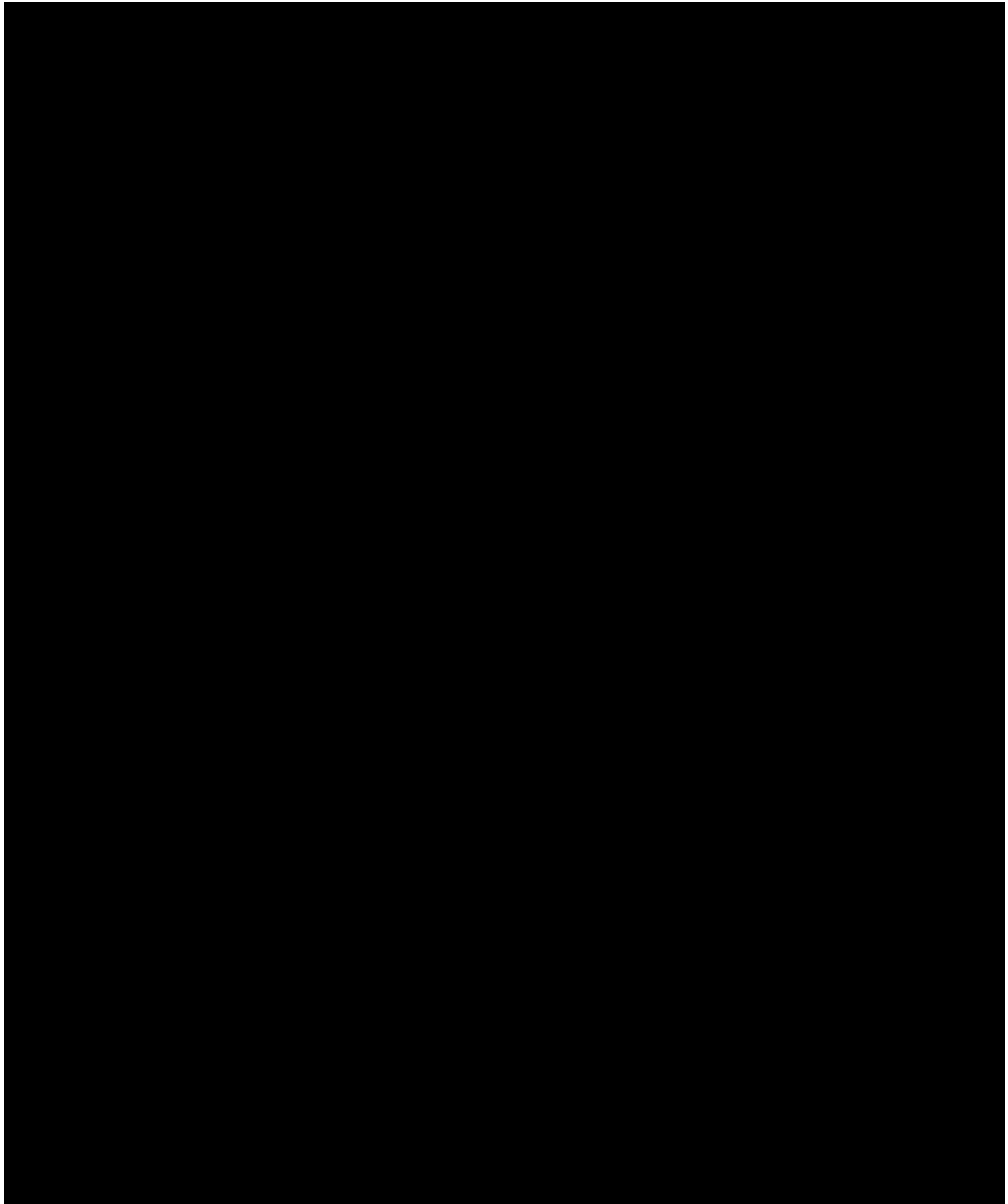
[REDACTED] The methodology can be customized and modified based on the type of system and is compatible with Waterfall, Agile, and Hybrid approaches, per the State's requirements.

[REDACTED] During each of these phases, several core activities take place to confirm the designed, developed, and deployed solution accurately meets the needs and requirements of the project.

Figure 5-5 lists the various project activities that are performed irrespective of the delivery approaches (Waterfall, Agile, or Hybrid Agile) or system integration types (custom-built, transfer solution, hybrid solution, or COTS). Activities are customized depending on the type of system integration.



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RFP# C000540 IES System Integrator Master Service Agreement**5.4 CRITICAL SUCCESS FACTORS**

New York State has identified five critical success factors that are expected of any vendor selected to perform system integration services for the IES project. [REDACTED]

[REDACTED] In this section, we will describe our understanding and approach for each of the critical success factors you defined:

- Bidder's ability to have their workplan and product for any award incorporated into the State's master plan
- Bidder's approach to adhering to a Software Development Life Cycle (SDLC) as prescribed by the State using State-defined tools, methodologies, and technologies and operating on a State-owned and operated platform
- Bidder's ability to work in a multi-vendor environment with the State and with other vendors performing IES-related work on various modules awarded through the RFP, other solicitation instruments, or separate project teams being managed by State resources
- Bidder's ability to manage and mitigate Bidder, or client, identified risk(s)
- Bidder's approach to scope, schedule, cost, and quality management, including ability to maintain strict adherence to budget

5.4.1 INCORPORATING OUR WORKPLAN INTO THE STATE'S MASTER PLAN

[REDACTED]
[REDACTED]
[REDACTED] This same approach will be followed with IES, with the NYS project team serving as the Project Management Office (PMO) and maintaining the master plan that includes work to be performed by your legacy system maintenance teams, your NY IES project team, or other vendors responsible for other SOW-driven Tier II work. To effectively oversee project activities, milestones, and dependencies, timely and accurate updates of project-specific Work Plans must be made on an ongoing basis, and the infrastructure for communicating and mitigating any potential issues must be in place and followed across each project team. In this section, we describe our approach to project plan management. At the onset of any Tier II SOWs we may be awarded, we will work closely with the IES project team to finalize integration points into the master plan, and communication strategy for continuously synchronizing plans and tracking progress against plan. Deloitte's Work Plan management process is enabled by work planning processes listed in Figure 5-6.

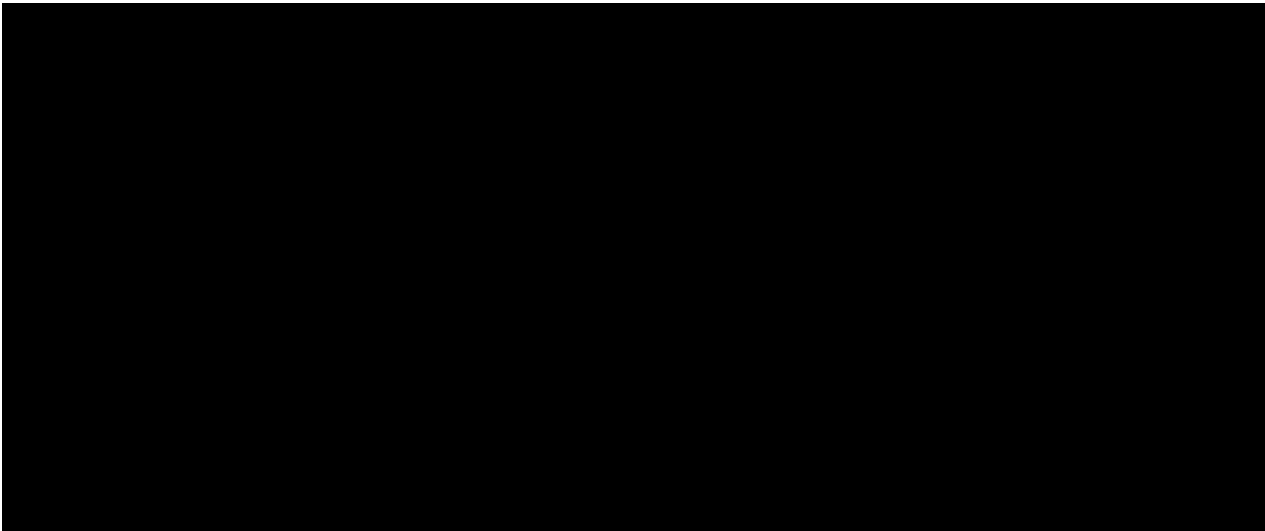
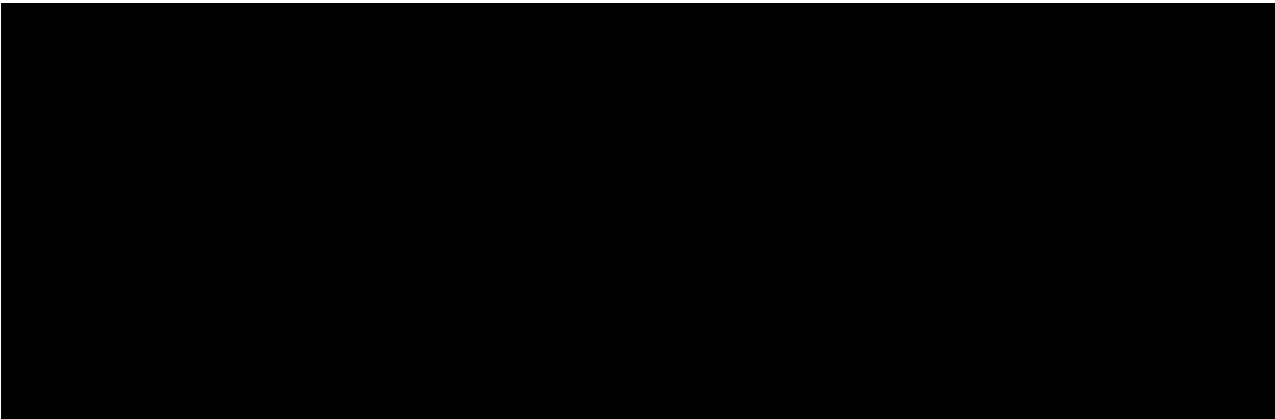
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Figure 5-6. Work Plan Creation and Management.

[REDACTED]

[REDACTED] We maintain and track the project milestones, resources, and key deliverables, and communicate closely with the IES PMO team for changing priorities, requirements, and resource levels. Deloitte continuously measures progress against work planned to determine whether a corrective action is needed. The following measurements are used to make this determination:



An analysis of the project Work Plan is included in the periodic status reports by Deloitte. The project Work Plan is the key roadmap for the tasks and deliverables that are accomplished during the course of the project. It is maintained through the lifecycle of the project.

5.4.2 ADHERING TO NEW YORK'S SOFTWARE DEVELOPMENT LIFE CYCLE, METHODS, AND TOOLS

New York State has a clear vision for enforcing Software Development Life Cycle (SDLC) consistency across several complex Integrated Eligibility System threads, led by the NYS project team as well as multiple vendors. Maintaining this consistency in approach, methodology, methods, and tools wherever possible is essential to allowing these teams to effectively collaborate. This effort will be very beneficial to the State as you eventually transition into maintenance and operations of these systems with a common repository of systems documentation and code with the same level of detail that you expect and require

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for this complex IES ecosystem. Deloitte brings an unparalleled range of experience in successfully delivering services and solutions to state government agencies across the country. These services and solutions span multiple delivery models and approaches. We also bring experience in using a long list of industry-leading tools and products that help manage all facets of a complex project such as this one. These tools and products include, but are not limited to, those for application lifecycle management, integrated developer environments, test management, testing automation, vulnerability testing, code analyzers, data modeling, batch scheduling, process automation, help desk tracking, and project management.

As we described in the Project Approach section above, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SYSTEMS DEVELOPMENT METHODOLOGY APPROACHES

[REDACTED]

[REDACTED] Deloitte will work closely with New York State to adopt your processes, approach, and tools, and, if necessary, augment with additional components to ultimately deliver the best possible outcomes for your IES stakeholders. [REDACTED]

[REDACTED]

Figure 5-7. Delivery Approach Considerations.

SUPPORTING TOOLS

With over 50 years of SI experience in 47 states across the country, Deloitte has an incredibly wide range of experiences in the tools, technologies, and products that may be selected by New York State to

[REDACTED]

[REDACTED] In addition to our extensive experience with the leading tools in the market, [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

RFP# C000540 IES System Integrator Master Service Agreement**5.4.3 WORKING IN A MULTI-VENDOR ENVIRONMENT**

New York State's IES project runway includes several overlapping threads that have the potential to be led by multiple vendors running in parallel to meet project objectives within your projected timeline. This multi-vendor environment will likely include *shared* functional components, development and testing environments, and product and tools that will require significant coordination between vendors and State project team resources. [REDACTED]

Many of our integrated eligibility projects operate in this respect, and we work very closely with multiple stakeholders to collaborate on components that do not directly fall within our management structure. [REDACTED]

[REDACTED] Deloitte thrives in these complex ecosystem environments because we check our egos at the door and focus on being easy to work with. We also understand how to integrate multiple systems and tie them together so that the public perceives them as a single product.

We believe the key to successfully managing complex projects is a [REDACTED] Below, we describe our approach to successfully working in complex ecosystems of applications and stakeholders and provide examples of challenges we resolved and lessons learned.

MANAGING CROSS-TEAM RELATIONSHIPS

[REDACTED] Whether our role is to lead project governance or simply participate in project governance, our approach focuses on engaging State Project Management Office (PMO) support, business integration, and change management to achieve seamless, effective results. We have successfully used our approach to coordinate and create many effective partnerships. [REDACTED]

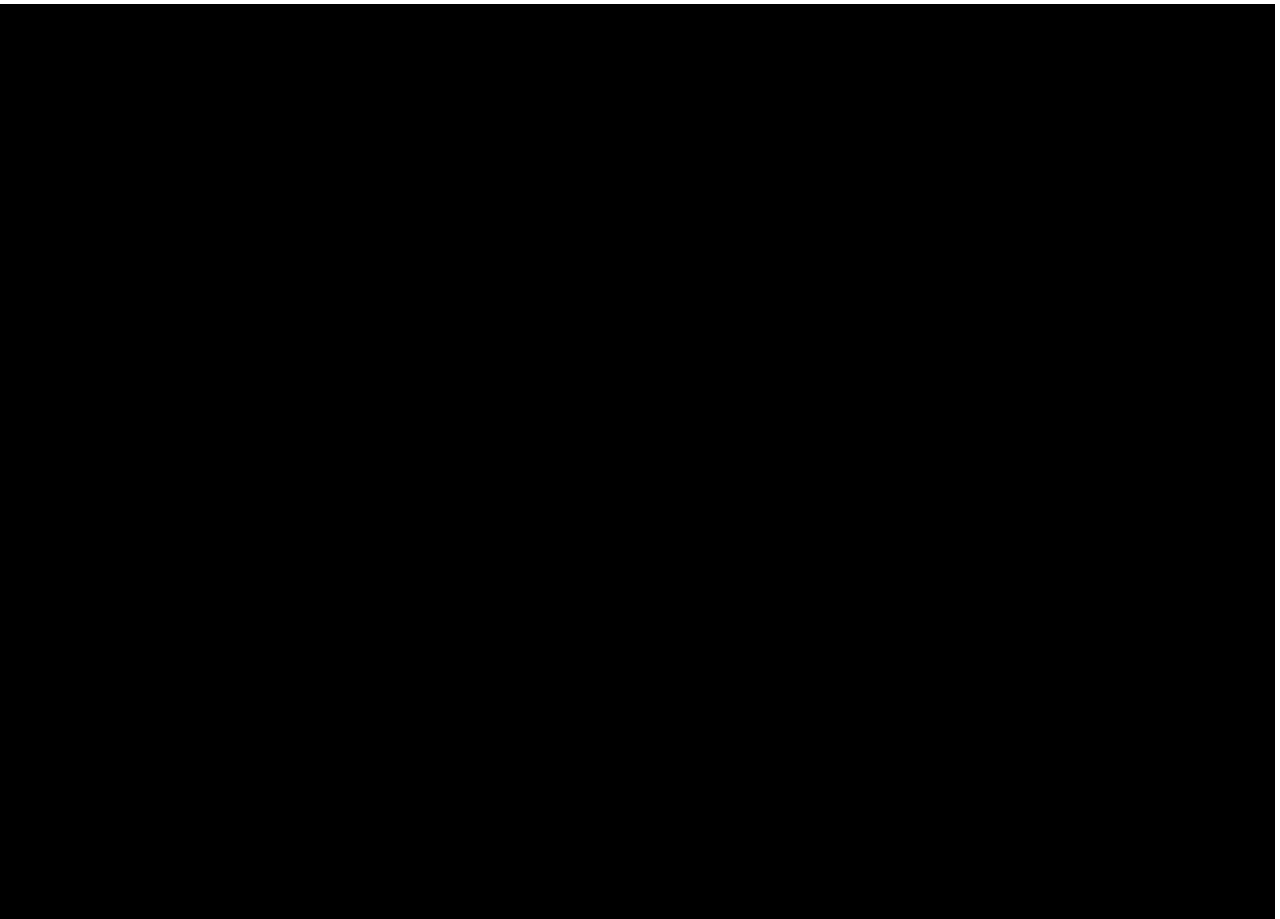
[REDACTED] It is designed to be flexible and fit within our clients' existing processes, while increasing transparency, coordinating all activities, escalating issues, driving innovation, and increasing efficiency in service delivery.

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This framework can be utilized on projects where we have a lead role, but also on those where other contractors have the lead. [REDACTED]

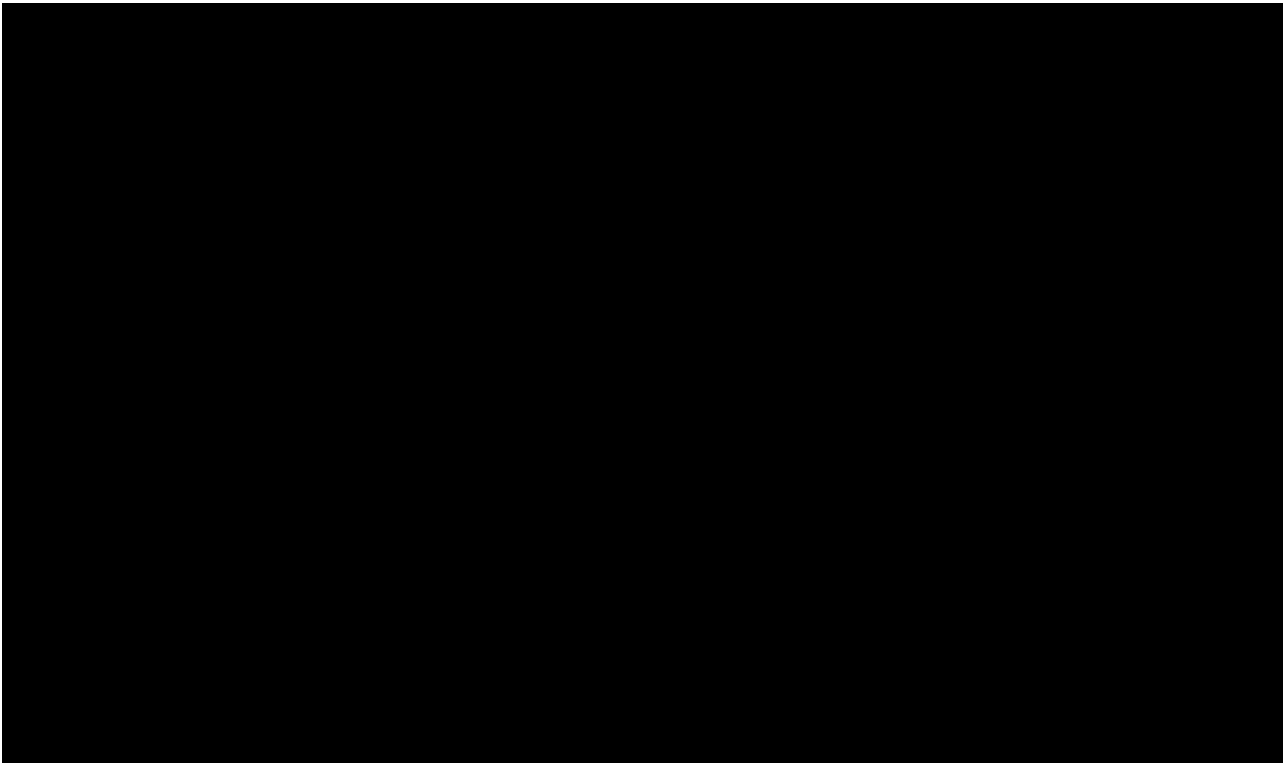
OUR EXPERIENCE WORKING IN A COMPLEX ECOSYSTEM OF APPLICATIONS AND STAKEHOLDERS

A large majority of our projects have navigated through and thrived in multi-vendor environments. Below are just a couple examples of relevant, recent projects where a pool of qualified vendors worked in unison to deliver exceptional value for our clients.



RFP# C000540 IES System Integrator Master Service Agreement**CHALLENGES WORKING ACROSS TEAMS AND
CONTRACTORS AS WELL AS LESSONS LEARNED**

Through our experience working on these and other complex cross-team projects, we have faced and overcome challenges that might be encountered on the IES project. Below are a few lessons learned we identified from past projects.



Deloitte has seen these challenges numerous times over the course of our work in complex multi-vendor environments. We will use these lessons learned and our successes on past projects, including those referenced in this section, to build successful, cooperative relationships. These relationships will help us to successfully navigate the complex IES multi-vendor environment in support of New York State.

**5.4.4 ABILITY TO MANAGE AND MITIGATE BIDDER- OR CLIENT-
IDENTIFIED RISK(S)**

Escalating, managing, and mitigating risks is integral to any project, whether it is defining an IT strategy or implementing an IT project. As they surface during the lifecycle of the project, such risks need to be quickly escalated and collaboratively mitigated to achieve successful project completion. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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OUR APPROACH TO RISK MANAGEMENT

The risk management process requires ongoing diligence and careful monitoring. Our collaborative, proactive approach uses the following iterative process (Figure 5-9) to address, manage, and mitigate Bidder- or client-identified risk(s) during the project.

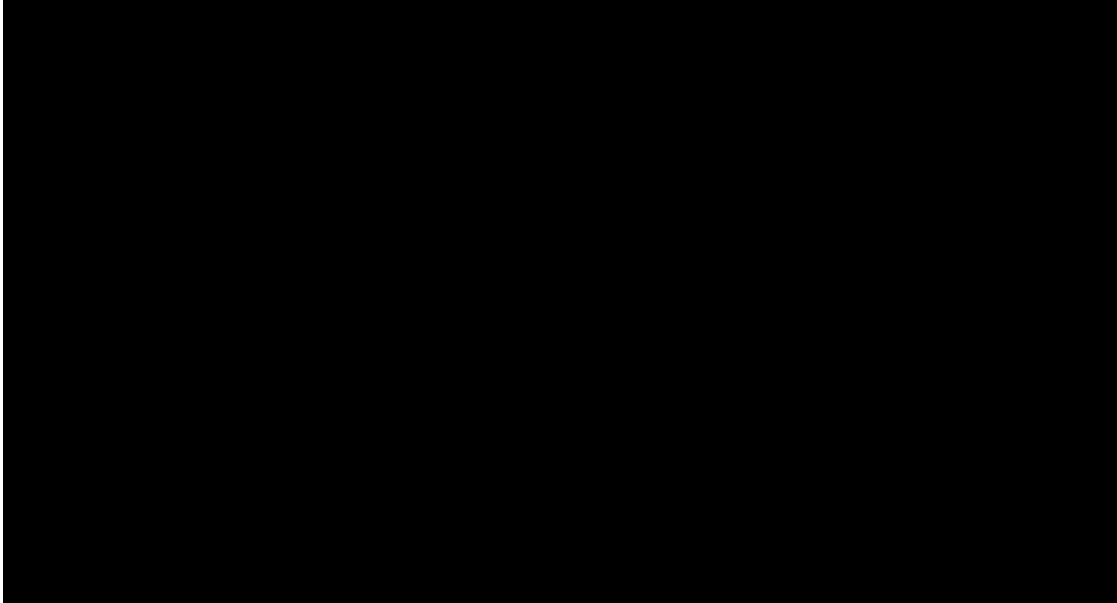


Figure 5-9. Key Steps of Deloitte's Risk Management Approach.

Deloitte uses a repeatable approach to managing and mitigating risk with our clients preventing issues before they arise.

We focus on the following key risk management activities throughout the project management lifecycle.

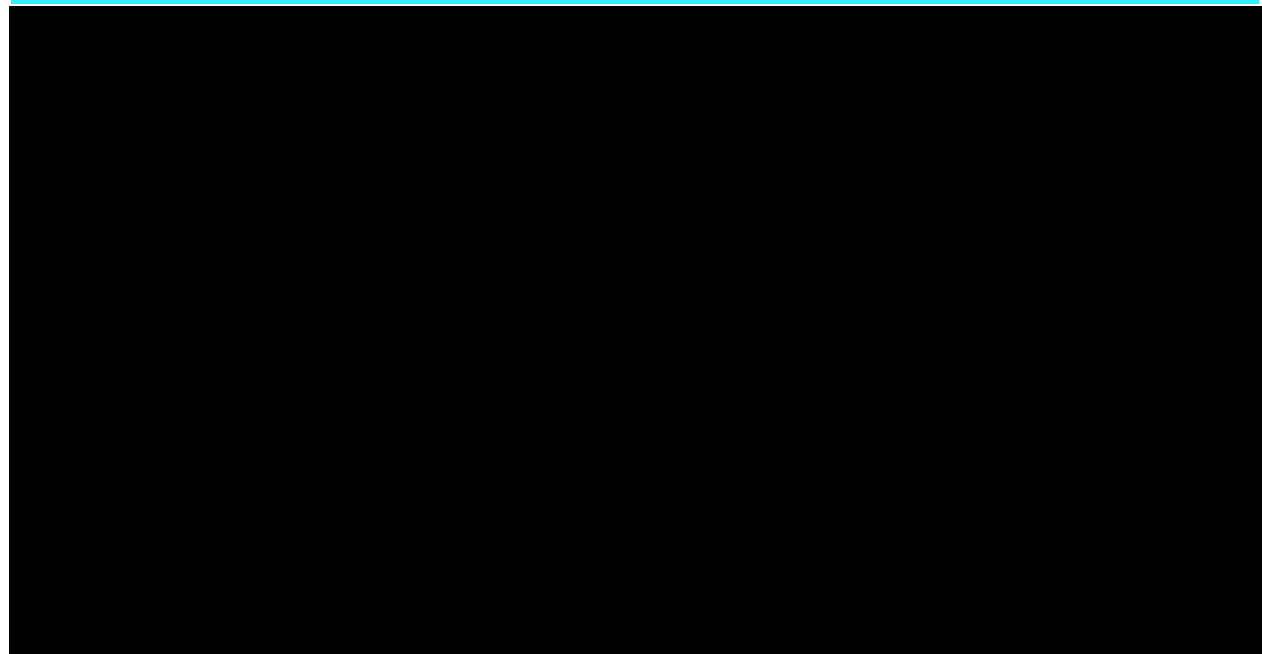
Key Step	Key Activities/Considerations
	

Figure 5-10. Risk Management Activities Allow Us to Help Our Clients Quickly Identify, Manage, and Mitigate Risks.

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**5.4.5 APPROACH TO SCOPE, SCHEDULE, COST, AND QUALITY
MANAGEMENT**

Effective Project Management is the key to the successful execution and implementation of a complex, multi-faceted project such as IES. [REDACTED]

[REDACTED]

[REDACTED] At the onset of the project, a Project Management Plan (PMP) will be created specific to the Statement of Work. The PMP details the approach and cadence for key project activities and includes a RACI matrix, which defines who from the Deloitte team, NYS project team, and other vendor teams is Responsible, Accountable, Consulted, and Informed of important components of the project.

The following graphic outlines important factors to effectively manage IES projects. These factors include scope, schedule, cost, and quality management.

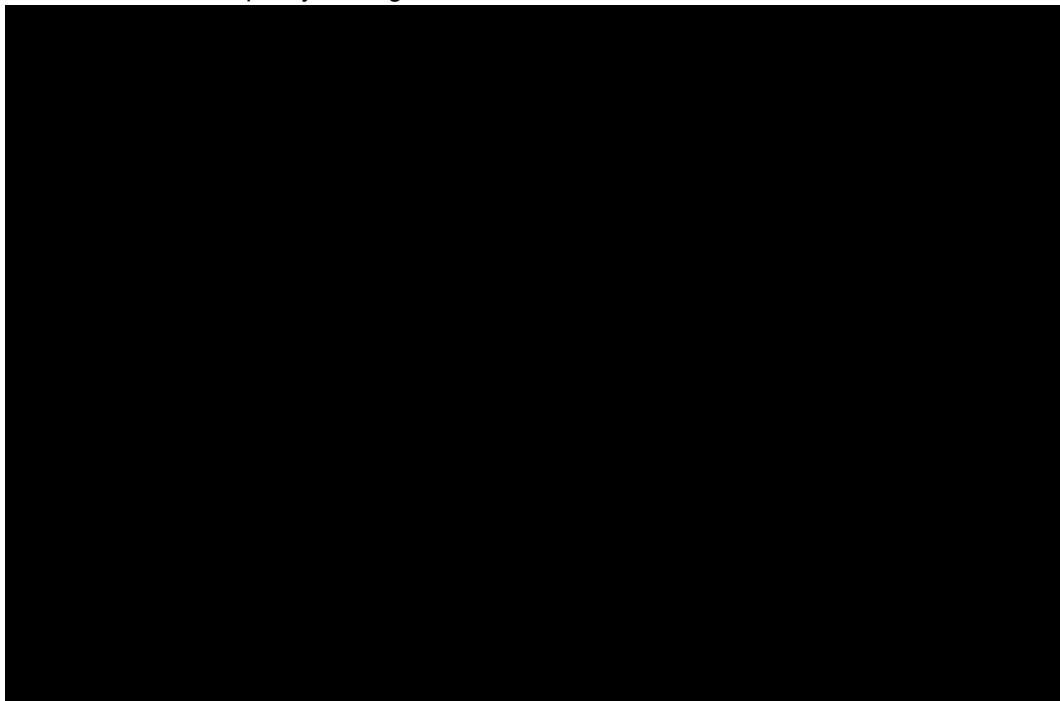


Figure 5-11. Deloitte's Core Project Management (PM) Process Areas.

Our PM process areas provide a comprehensive set of activities to successfully deliver complex modernization projects like IES.

A sound Project Management Approach with a deep understanding of each of the process areas, is critical to the success of a project the size and scale of IES. The following table further describes our Project Management Approach for each of these process areas.

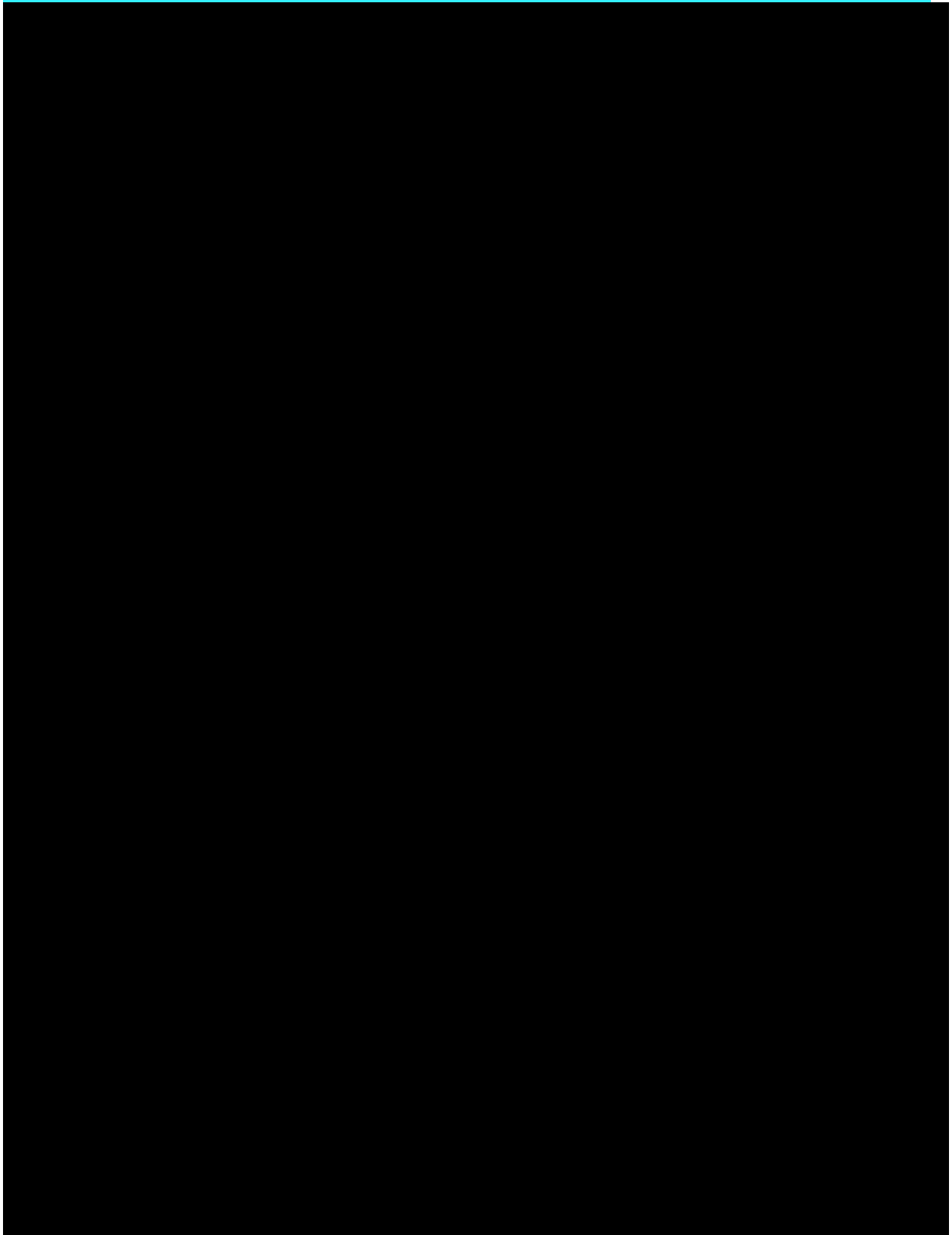
Process	Our Project Management Approach Benefits NYS
[REDACTED]	



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Process

Our Project Management Approach Benefits NYS



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Process

Our Project Management Approach Benefits NYS

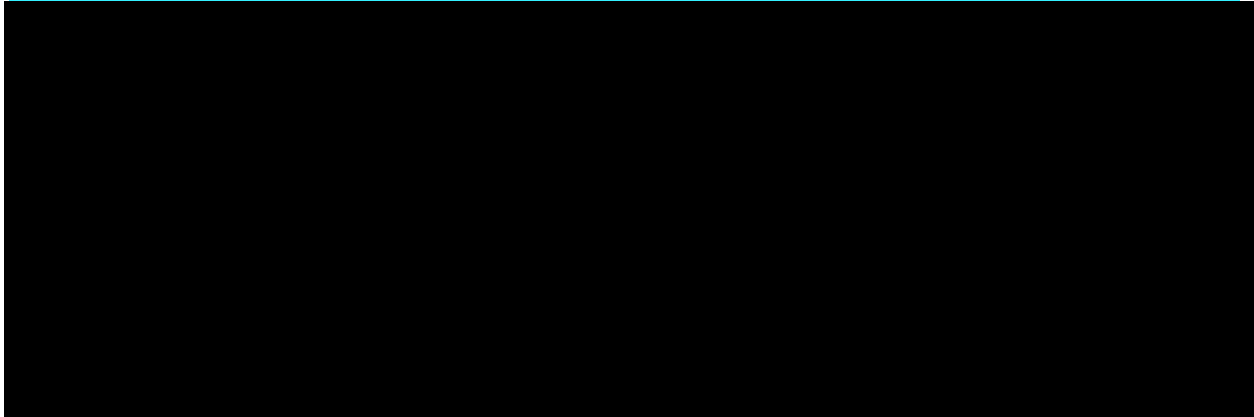


Figure 5-12. Deloitte's Project Management Process Areas.

Now that we've established Deloitte's general approach and competence in delivering the core SI services and critical success factors outlined in the RFP that will be applicable across Lots, we will now transition to highlight elements of our approach that are Lot-specific. **These subsections have been included based upon clarification provided by NYS ITS during the Question and Answer period for this proposal that indicated a total of 20 pages per Lot were available for the Project Overview section.** Over the next four subsections, we will describe our understanding, as well as some additional success factors, which we feel are important to successful delivery of Tier II work under each of the Lots.

RFP# C000540 IES System Integrator Master Service Agreement**5.7 OUR COMPETENCE AND CAPABILITY IN DELIVERING SERVICES
FOR LOT 3 - FINANCIAL MANAGEMENT AND PROVIDER
MANAGEMENT**

One of the most critical components of any Integrated Eligibility System is the ability for benefits to be issued to eligible clients, and for the various providers involved in these processes to be maintained. Whether this is through Electronic Benefit Transfer (EBT) for SNAP and Public Assistance, or subsidy payments to Child Care providers or Low-Income Home Energy Assistance Program (LIHEAP) vendors, [REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] Once individuals are determined eligible, information is passed to partner systems to assist in consistent, timely issuance of benefit documents. Upon program renewal, automatic redetermination allows for the continuity of benefits issuance, reducing the chance that clients experience a gap in coverage for programs. We have also supported interfaces for all the major EBT vendors in the market.

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

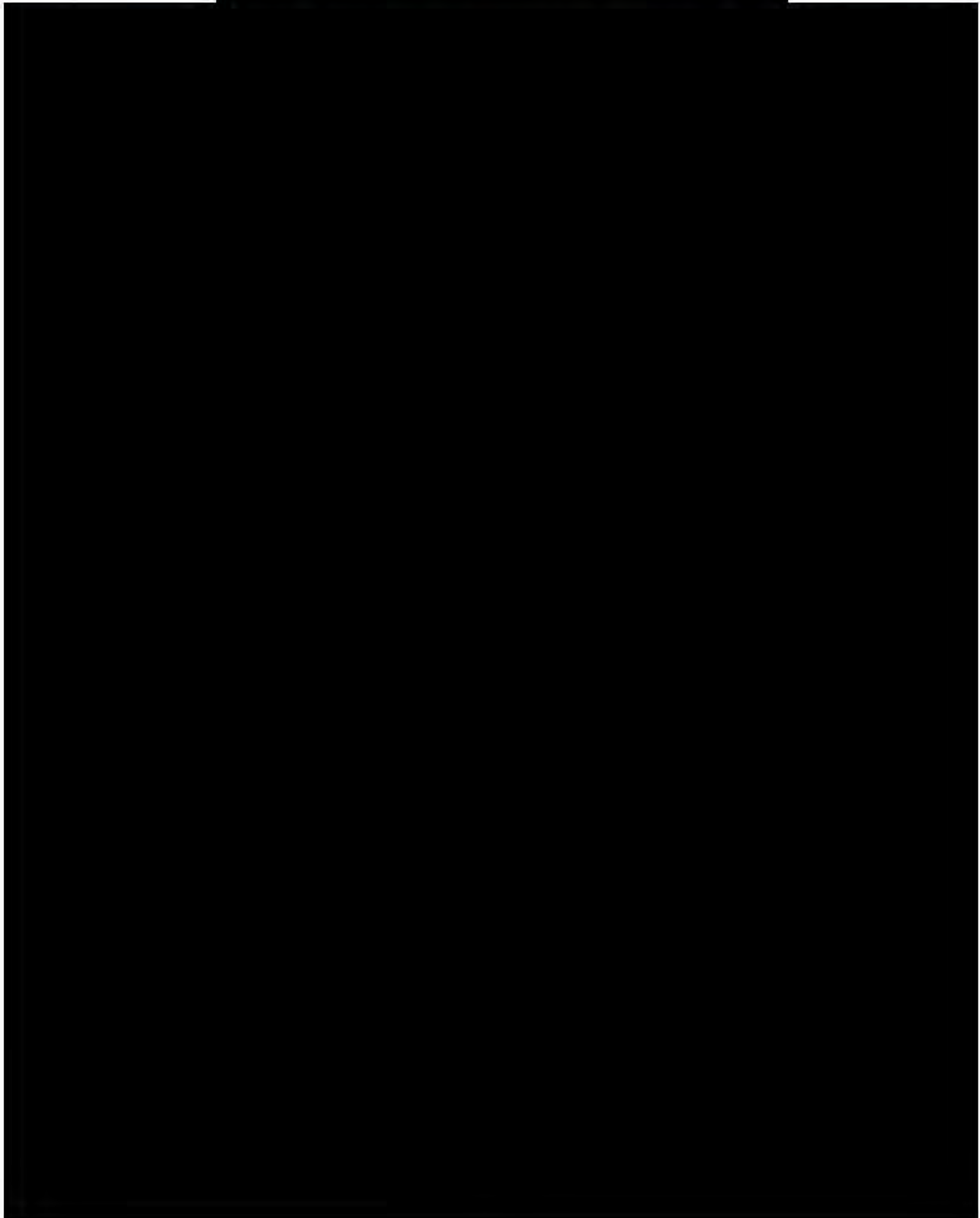
SI Services**Deloitte's Competence to Perform SI Services – Financial & Provider Management**

[REDACTED]

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SI Services

Deloitte's Competence to Perform SI Services – Financial & Provider Management



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SI Services

Deloitte's Competence to Perform SI Services – Financial & Provider Management

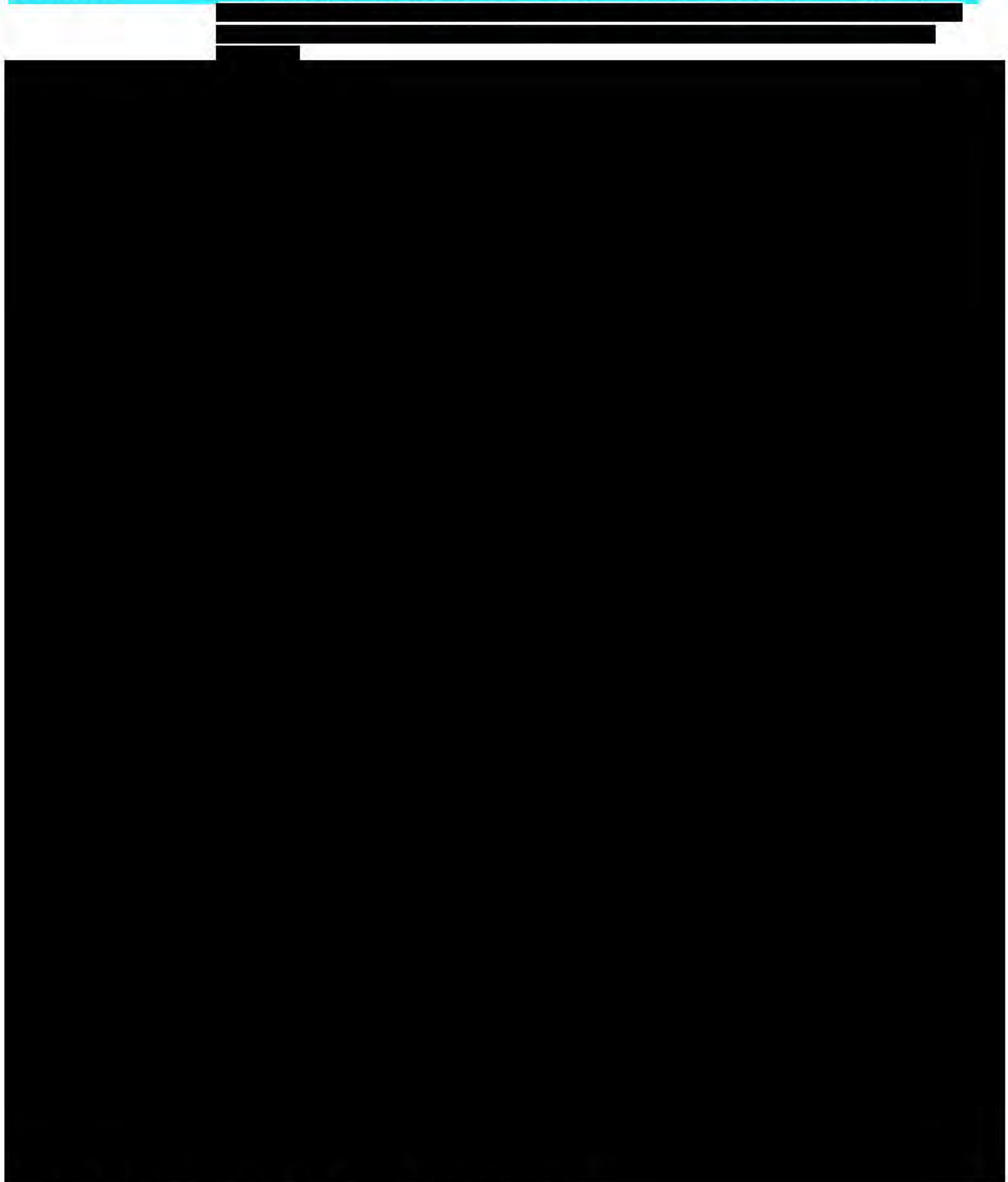


Figure 5-32. Competence and Capacity to Deliver SI Services for Lot 3.

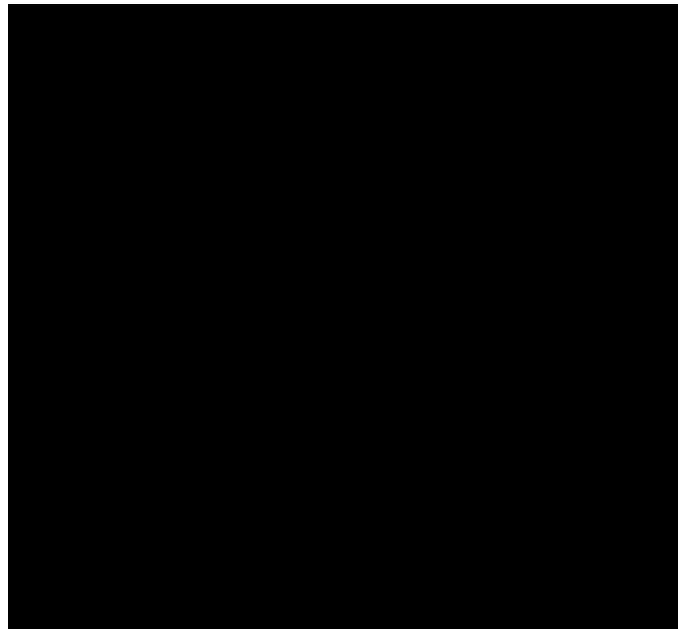
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In addition to these services, Deloitte would like to highlight some of industry trends and value-add services relevant to this lot that our team is focusing on that continue raising the bar in delivering exceptional functionality and services in Financial Management and Provider Management.

AUTOMATED PROCESSING AND BENEFIT ISSUANCE

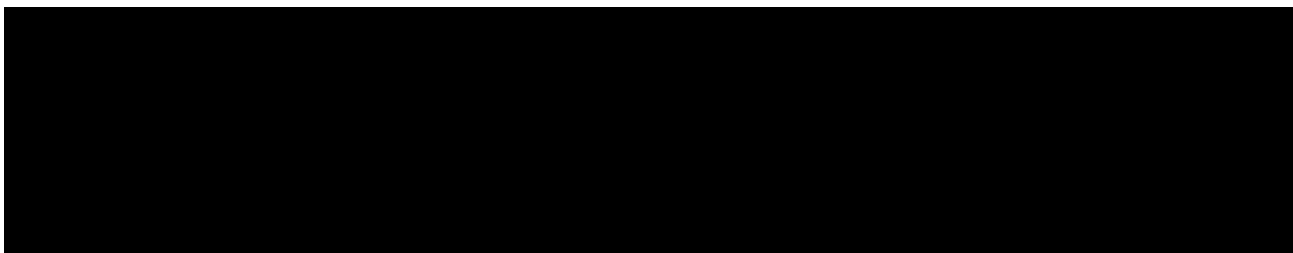
One of the leading trends in Integrated Eligibility Systems is to leverage the data available to HHS agencies to make informed decisions with minimal, or in some cases, no interaction required of caseworkers. Each month, benefit issuance modules automatically identify cases requiring a benefit issuance and transmits these cases, along with their relevant issuance details, to the appropriate vendor. Identifying the right cases is based on the system profiling the eligibility data to determine which cases are eligible and require an issuance to the client.

Leading IES systems also provide several ways to correct errors with issuance amounts or to issue manual benefits should the need arise. From an automated perspective, if there is a change reported on the case that causes the benefit amount to increase after benefits have already been issued, the eligibility engine calculates a supplemental benefit amount for the case. This benefit amount is sent to the EBT vendor the same day the case is authorized by the caseworker to be issued to the client. Additionally, caseworkers can issue manual or emergency benefits through IES. For example, the screenshot below shows a



The system can also be

[Redacted text block]





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RFP# C000540 IES System Integrator Master Service Agreement**PART 4: CONTRACTOR'S ENGAGEMENT EXECUTIVE**

This section will be evaluated and scored in accordance with section 5.1.3 of the RFP. However, this part of Bidder's Technical Proposal will not be scored if the minimum thresholds/qualifications identified below are not met. The Bidder must specify the individual it is proposing to serve as the Contractor's Sole Point of Contact during the term of the Contract, i.e., the Engagement Executive. This Part 4, including the Profile Table and reference, is not to exceed five (5) pages.

To receive a score above zero for this section, the Engagement Executive must meet or exceed the following thresholds/qualifications: ten (10) years' experience in system integration projects, with five (5) of those years serving in a leading role in multiple system integration projects for governmental entities which includes a state, quasi-state, local, or Federal agency. An ideal Engagement Executive has:

- experience in the health and human services field;
- extensive development, design, and implementation (DDI) experience on large complex projects;

experience on a leadership team of a large operational IT organization.

In addition to completing the Contractor's Table 6 - Engagement Executive on the next page, the Bidder should supply a letter of reference for the Engagement Executive. The reference letter should be one of the engagements listed in the profile and include the name, address, and contact information of the client for whom the proposed individual provided services on behalf of the Bidder similar to those expected of the Engagement Executive position. (Note: The reference letter will not be separately scored but will be used to confirm information in the Bidder's proposal.) Further, the Bidder should discuss the Engagement Executive's availability to meet with ITS staff in Albany, NY.

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Contractor's Engagement Executive (Attachment 16, Part 4)

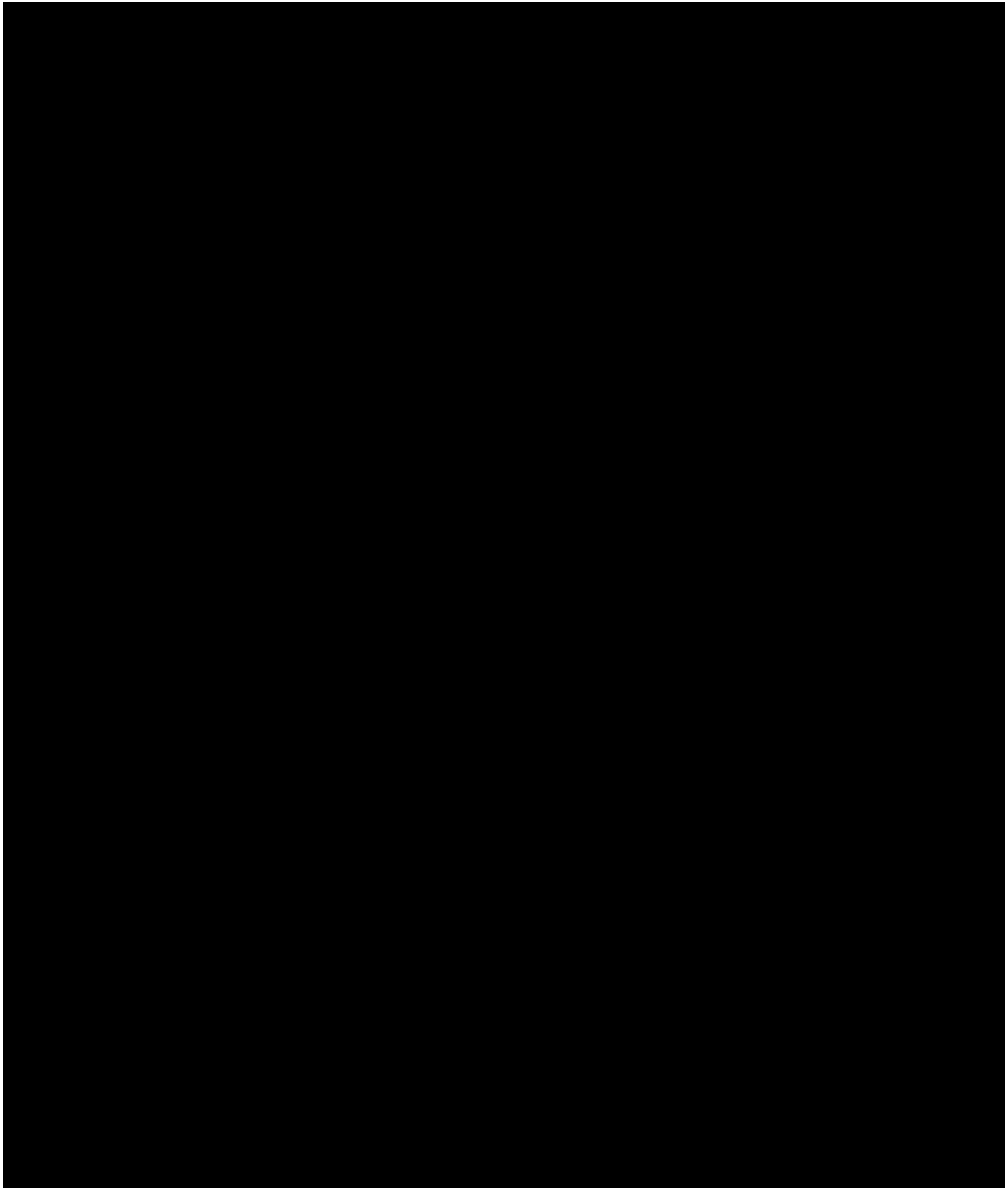
Section 6

██████████ ██████████ ██████████ ██████████ ██████████
██████████ has dedicated most of his 30+ year career *serving the needs of Health and Human Services agencies* by delivering *large-scale system and digital modernization projects* that redefine how the agencies engage with and serve the needy and the vulnerable. His contributions, across a portfolio of over 30 state benefit eligibility and management systems, have *touched the lives of more than 100M U.S. citizens*. With experience serving *HHS in the State of New York* as well as supporting many other large mainframe and web-based HHS and eligibility transformations, he is excited for the opportunity to support New York State and ITS on this strategic modernization engagement.





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The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

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TABLE 6 – CONTRACTOR’S ENGAGEMENT EXECUTIVE

Table 6 – Contractor’s Engagement Executive	
<p>Engagement Executive Qualification (to be eligible for scoring): The Engagement Executive must have, at a minimum, ten (10) years’ experience in system integration projects, with five (5) of those years serving in a leading role in multiple system integration projects for governmental entities, e.g., a state, quasi-state, local, or Federal agency.</p> <p>The Bidder should use the space below to identify the Engagement Executive and justify how this individual could aid in success of the project.</p>	
<p>The Bidder represents and warrants that the Engagement Executive has, at a minimum, ten (10) years’ experience in system integration projects, with five (5) of those years serving in a leading role in multiple system integration projects for governmental entities, e.g., a state, quasi-state, local, or Federal agency.</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Individual’s Name:</p>	<p>[REDACTED]</p>
<p>Engagement(s) - Sundhar has 30+ years of experience in systems integration projects for multiple government entities. The following is a sample of the recent engagements:</p> <p>(Bidders should add more rows as necessary) – Sample set of projects</p>	
<p>Dates (month/year – month/year) Served in Title:</p>	[REDACTED]
Client Name:	
Client Address:	
Client Phone Number:	
Dates (month/year – month/year) Served in Title:	
Client Name:	
Client Address:	
Client Phone Number:	
Dates (month/year – month/year) Served in Title:	
Client Name:	
Client Address:	
Client Phone Number:	

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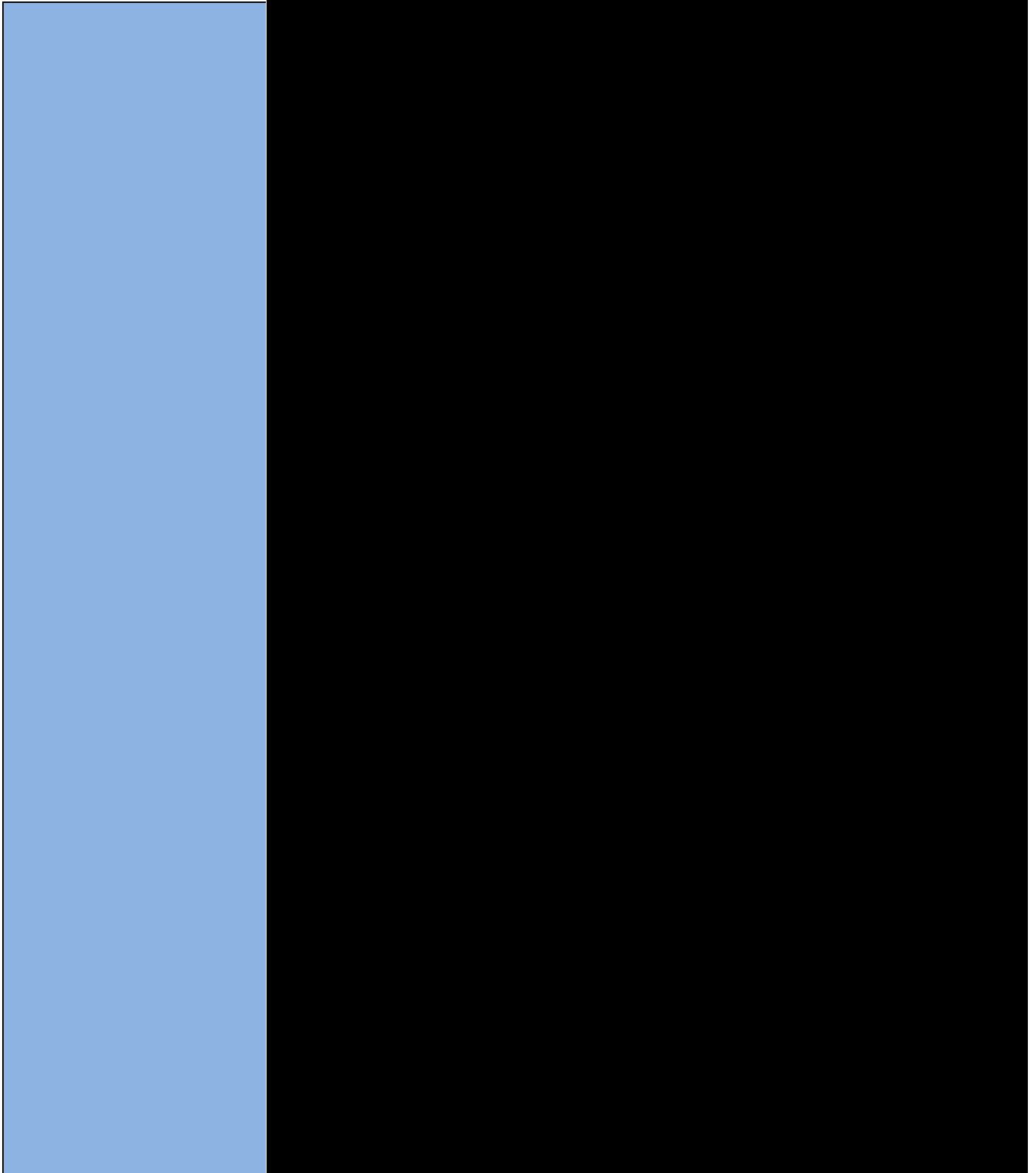
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Dates (month/year – month/year) Served in Title:	
Client Name:	
Client Address:	
Client Phone Number:	
Experience	
<p>Bidder's proposed Engagement Executive will be scored based upon that individual's experience with the following:</p> <ul style="list-style-type: none">• health and human services field;• development, design, and implementation (DDI) on large, complex projects; and• leadership of a complex IT project.	

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RFP# C000540 IES System Integrator Master Service Agreement**PART 5: BIDDER EXPERIENCE**

In this section, Bidder's must use the table below (one (1) table per IT project – copying and pasting the table as needed) to list and provide details on previous engagements that would demonstrate the Bidder's ability to complete projects within the scope of this RFP. Bidders should demonstrate this through description of their prior experience highlighting their ability to take direction, incorporate client direction and checkpoints into their planning, responsiveness to project management and oversight and controls, familiarity working with an SDLC defined by a client, and experience working on or leading a subset of project activities without being responsible for overall delivery, among other experience that the Bidder believes relevant. Project Engagements should be used to describe the Bidder's experience being a prime contractor responsible for providing software development services, which includes/included design, development, and implementation, inclusive of testing and defect resolution, for an IT project. The table(s) may include projects used to meet the Minimum Bidder Qualifications, but should include *all* projects that the Bidder believes are relevant to demonstrate its experience in providing the services requested in this RFP as it could relate to the IES program and differentiate Bidder from other bidders. Please note that public sector experience is preferred. If the Bidder's Proposal covers more than one Lots, the Bidder should indicate which Lots the experience is related to while providing the Lots-specific information indicated below. Additionally, there should be experience/engagement details for each Lots the Bidder includes in its Proposal. Bidders should submit tables below organized by Lots with each Lots separated and labeled. Bidders deemed qualified to bid on a Lots will be evaluated and scored based on its/their collective experience (each engagement will not be scored separately). Evaluations will examine Lots specific experience and other aspects of the engagement(s) as reflected in the table(s) below.

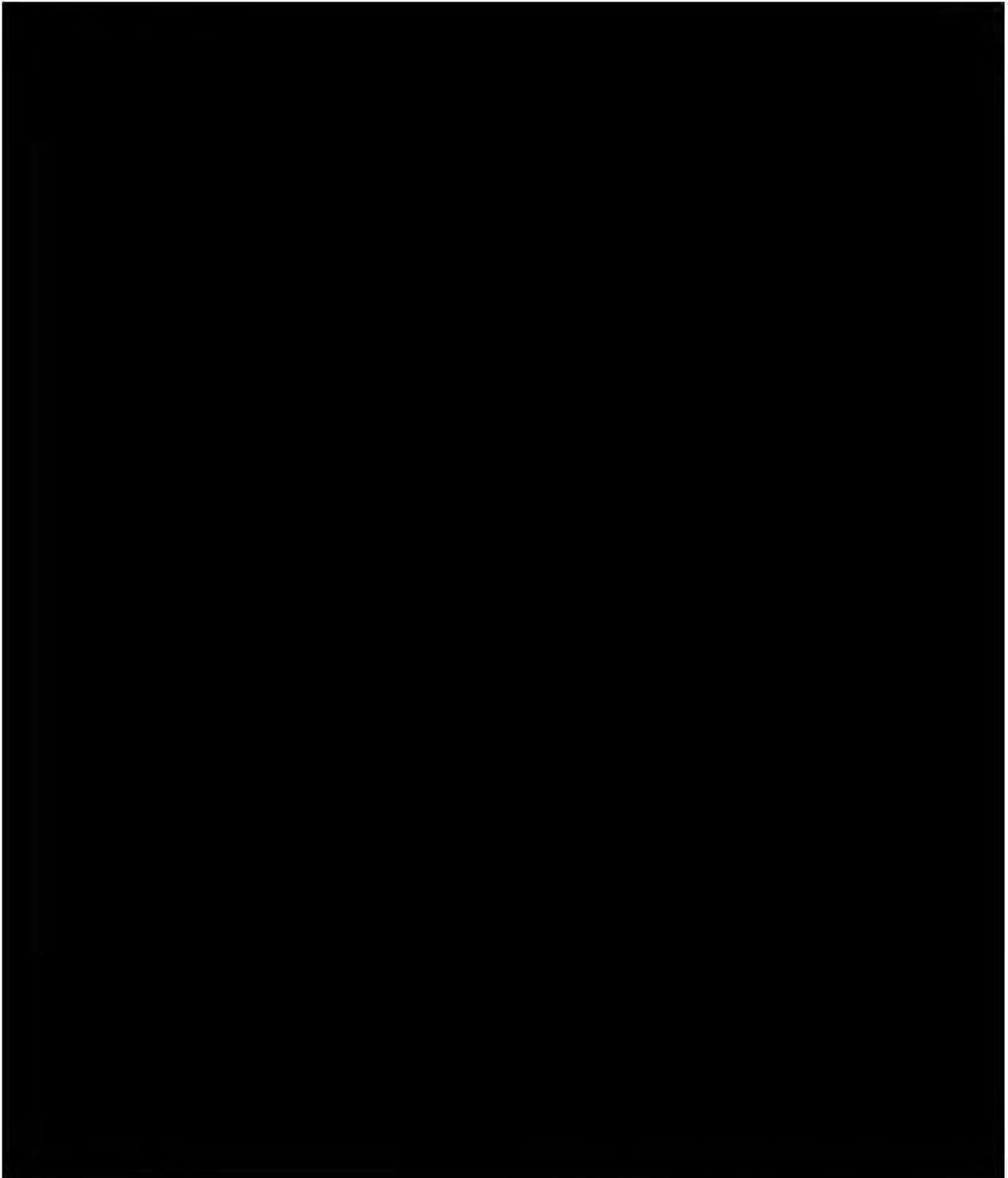
This part of the Bidder's Technical Proposal must not exceed five (5) pages per table.



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Bidder Experience (Attachment 16, Part 5)

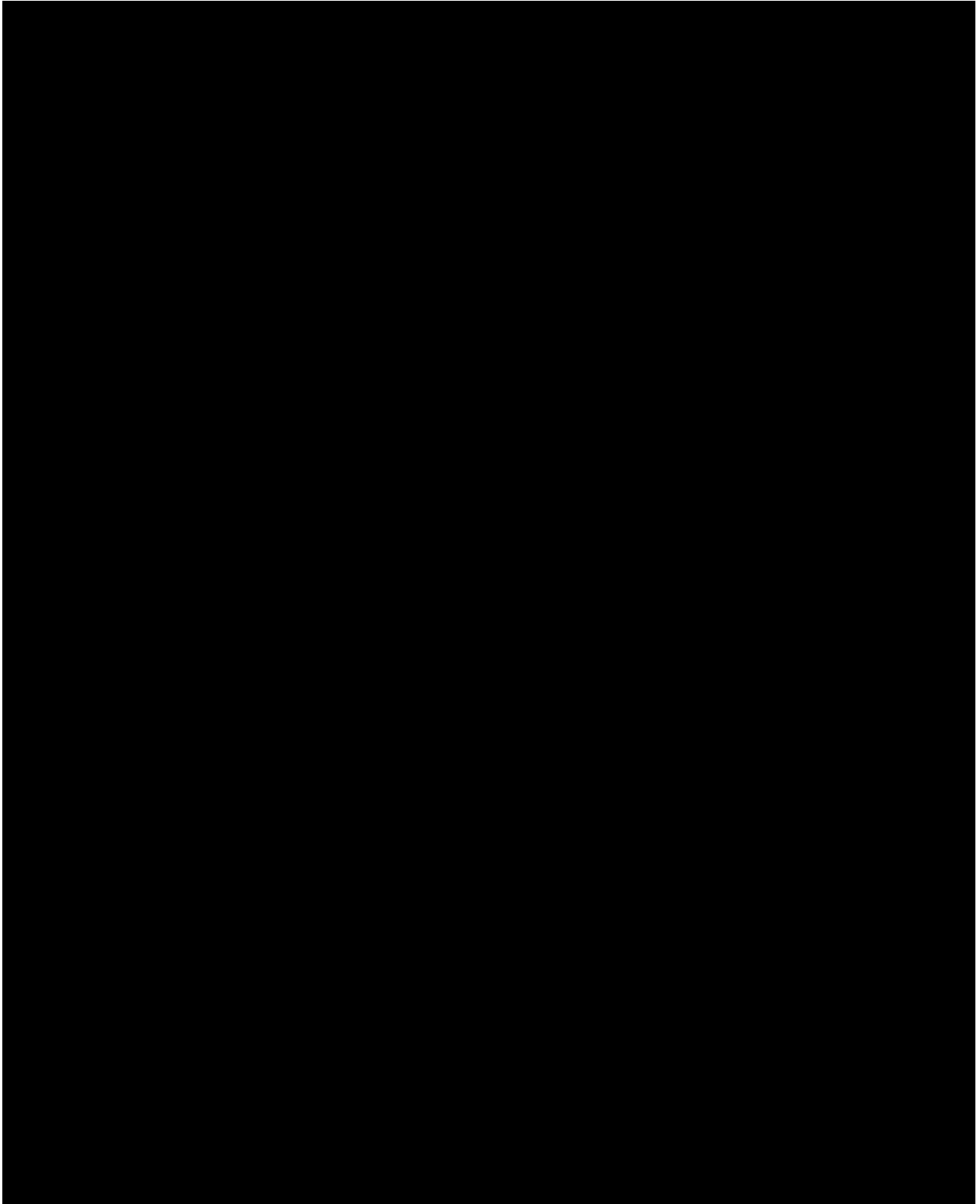
Section 7





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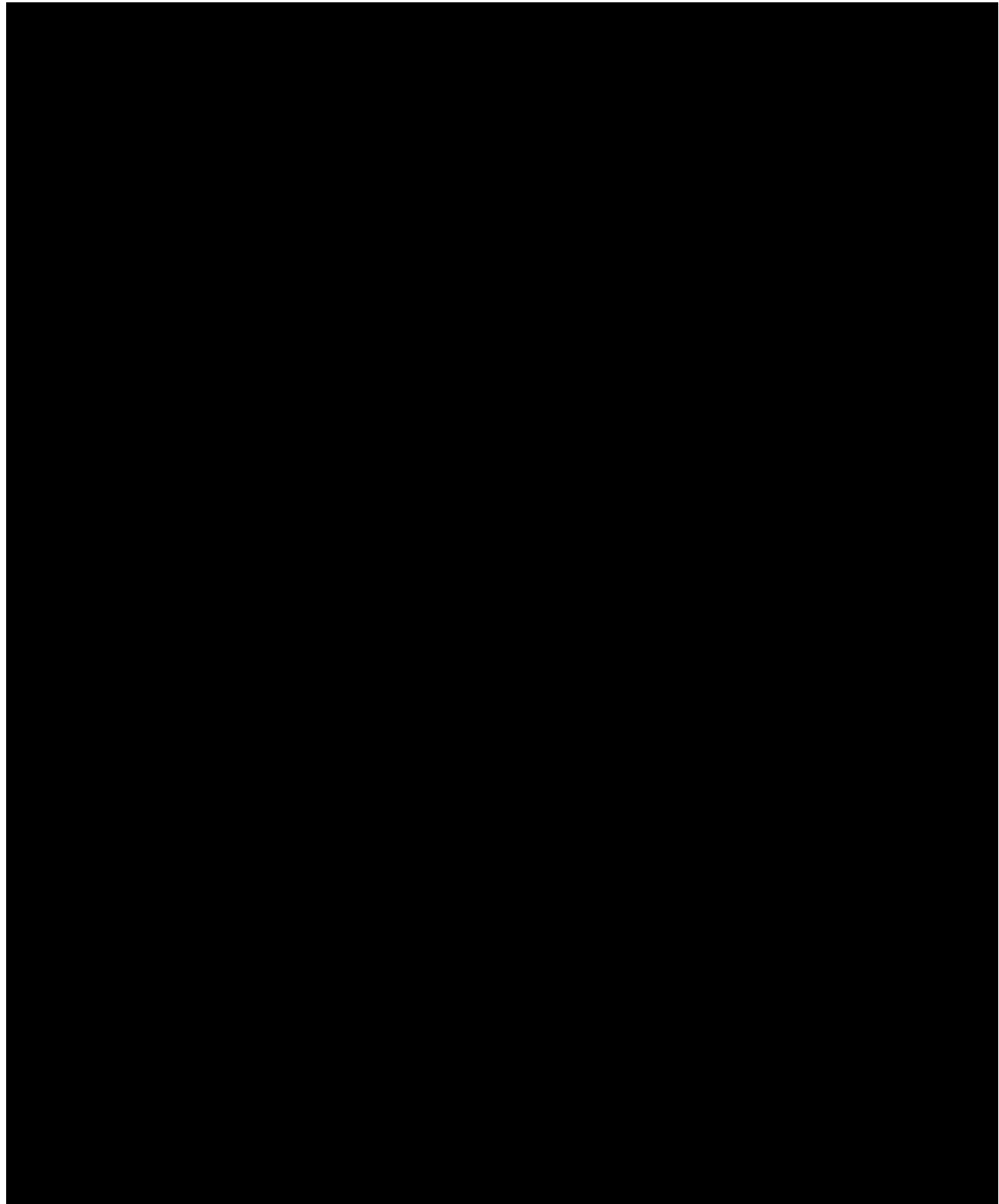
7.1 EXPERIENCE DELIVERING NYS IES SCOPE AND SERVICES





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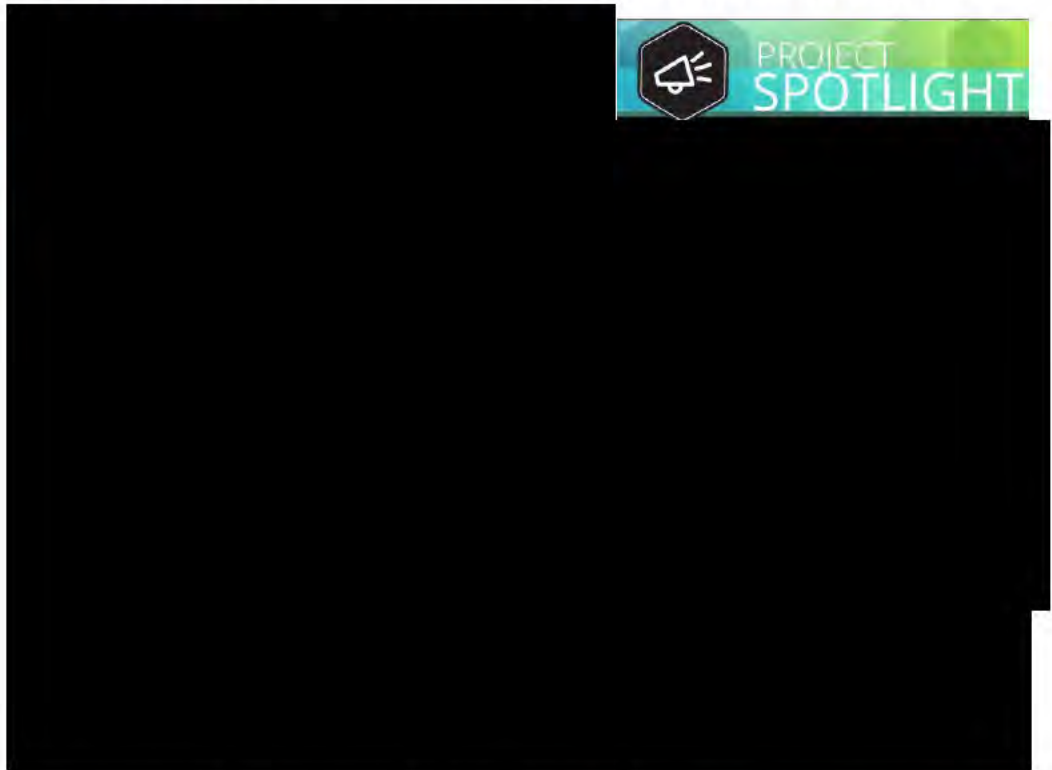
7.2.DIFFERENTIATED EXPERIENCE DELIVERING IES SOLUTIONS



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STATE-SUPERVISED, COUNTY-ADMINISTERED EXPERIENCE

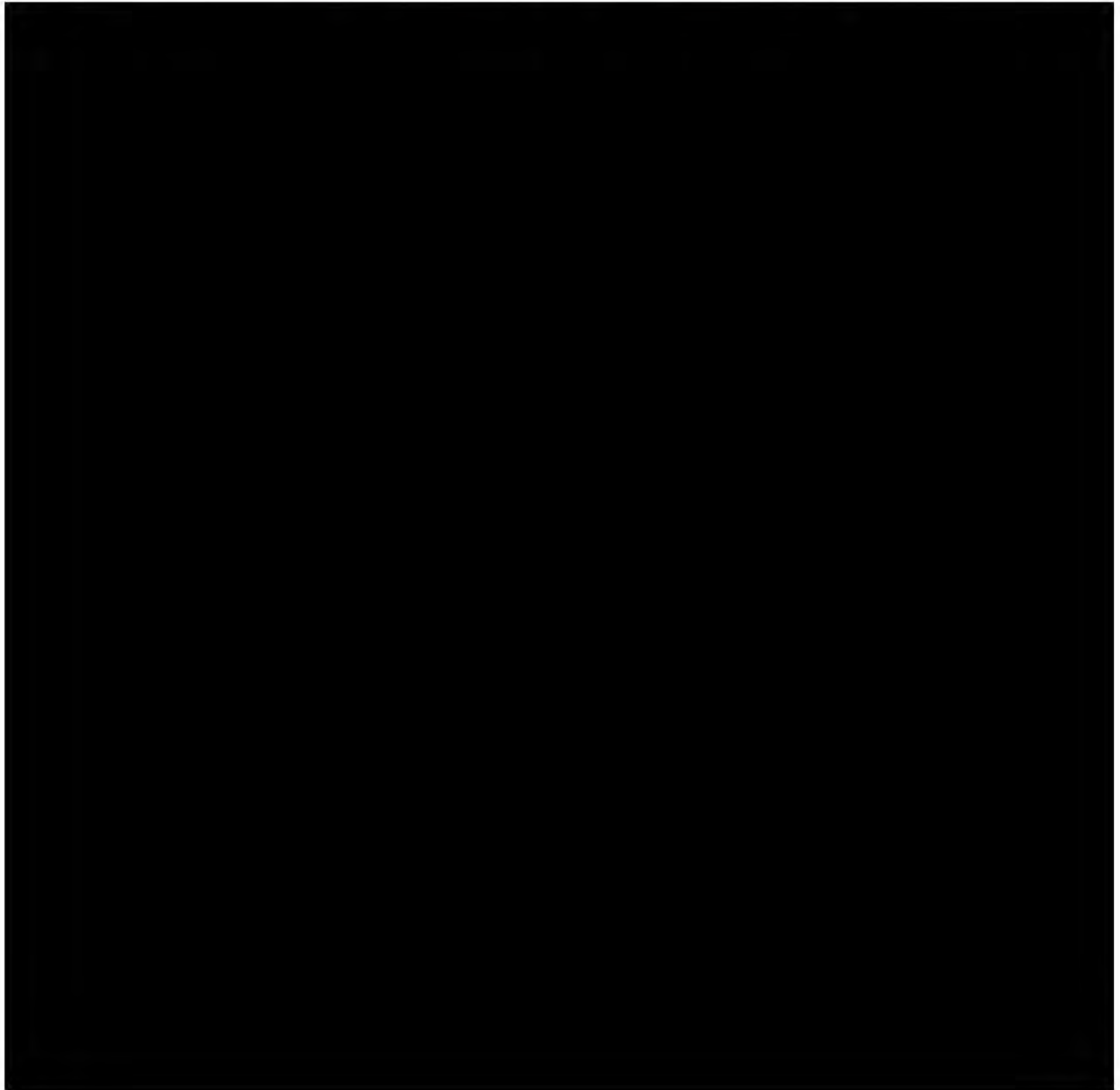


EXPERIENCE WITH MULTI-VENDOR DELIVERY ENVIRONMENTS



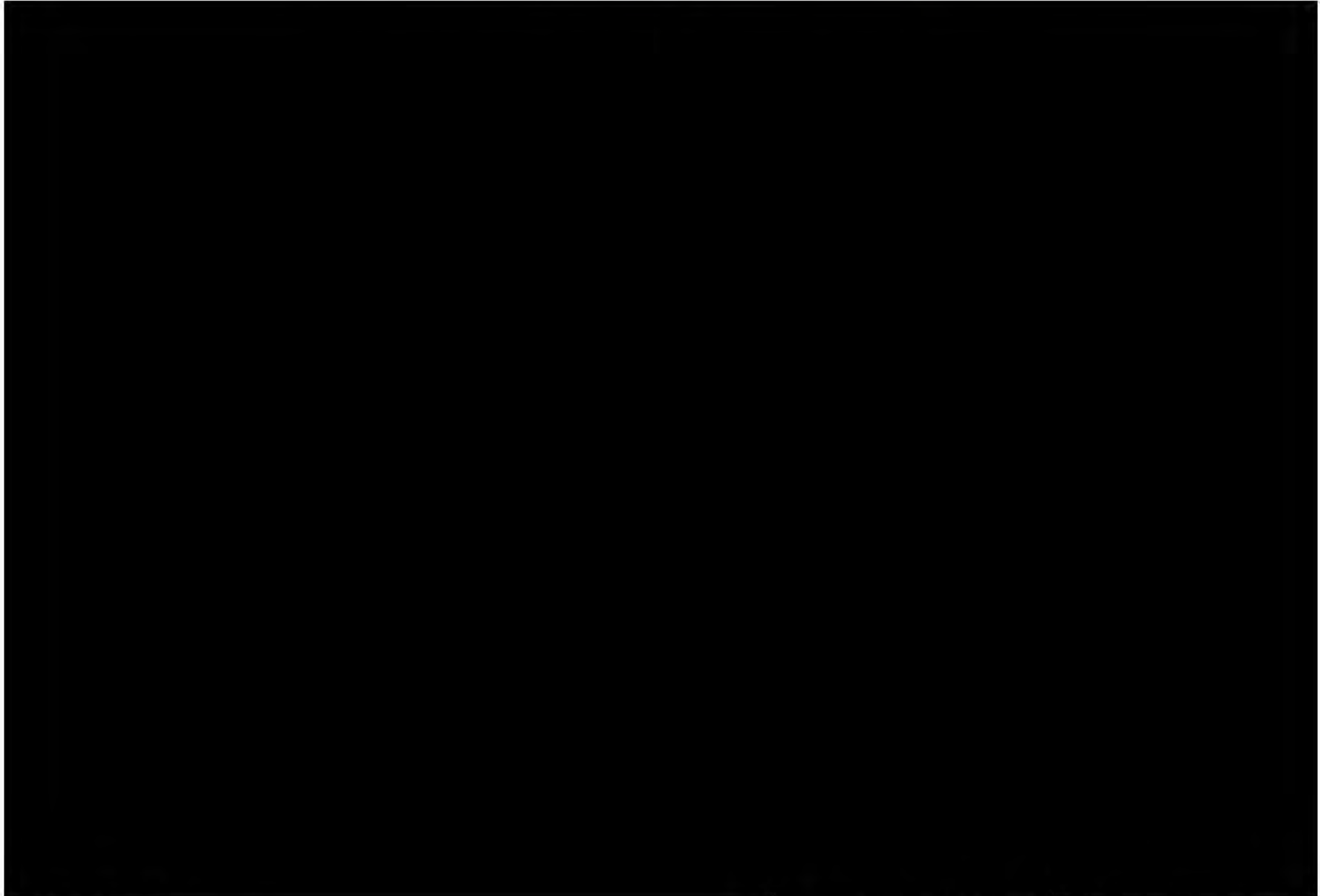


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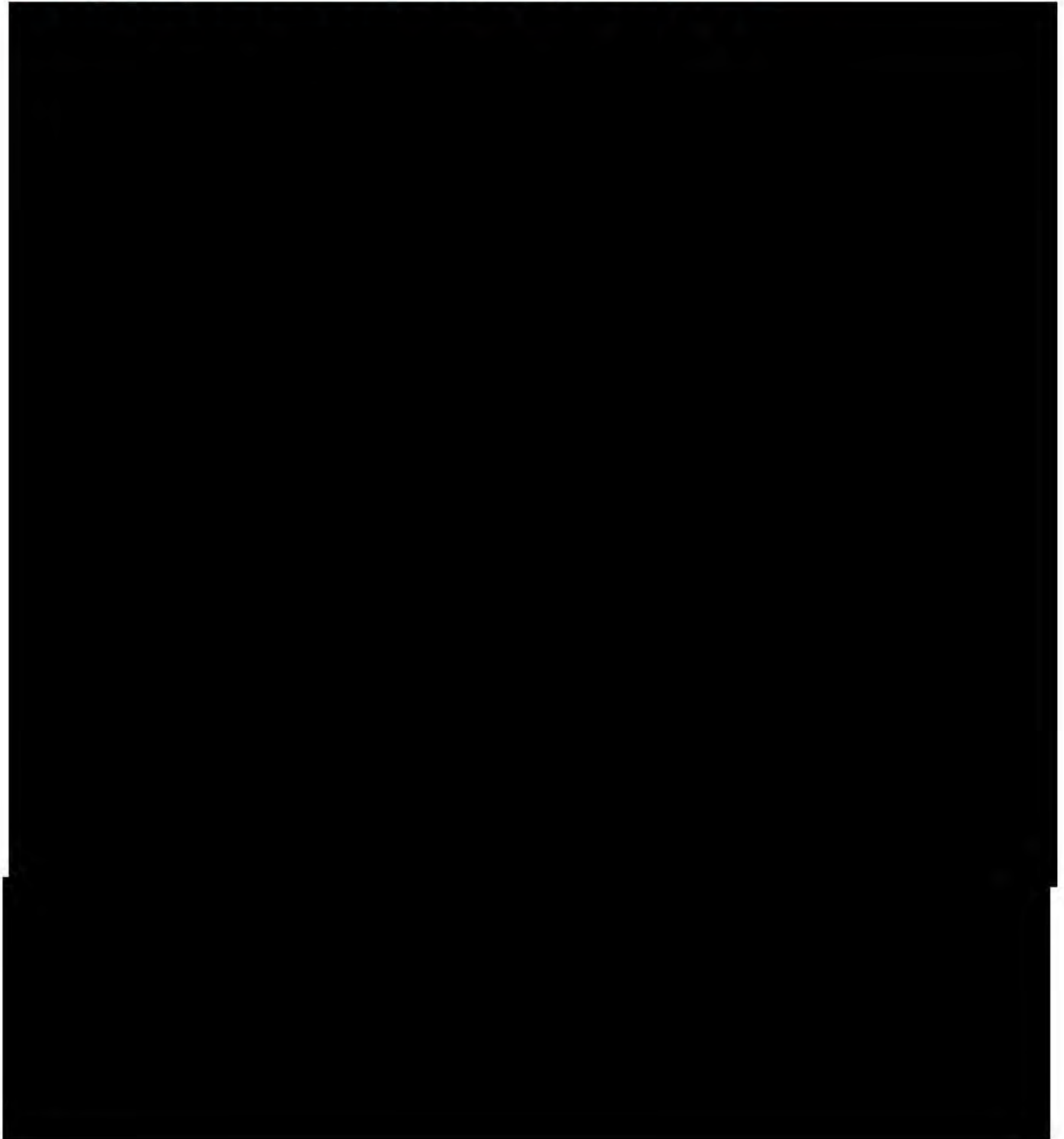
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**7.3 DEMONSTRATING OUR ABILITY TO COMPLETE
PROJECTS WITHIN THE SCOPE OF THIS RFP**





Section 7

Bidder Experience **Lot 3**



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Project Engagement #:

Project Engagement Name:

Client Name(s):

Dates (month/year) of Experience (including date the engagement started and ended or is scheduled to end):

This project experience is related to Lot Number (s):

Client Contact Name and Title:

Phone #:

Email:

For Lot Specific Experience, Bidders should include a discussion of how the Bidder's approach to each engagement has been successful with clients in the past associated with each Lot(s) for which it is bidding. In the spaces below, Bidders must provide narratives with related information including project-specific scope, particularly noting any health and human services aspects of the project and including, but not limited to, the project's: budget, actual cost, staffing resources, status, and risks (and mitigation strategies).

Lot Specific Experience

Bidders must include Lot-specific experience in the narrative below related to **Lot 1**: experience as the prime contractor on an eligibility, enrollment, and/or case management IT project.

Bidders must include Lot-specific experience in the narrative below related to **Lot 2**: experience as the prime contractor on reports and analytics IT project.



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Bidders must include Lot-specific experience in the narrative below related to **Lot 3**: experience as the prime contractor on a financial management IT project.

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Bidders must include Lot-specific experience in the narrative below related to Lot 4: experience as the prime contractor on a public sector fair hearings or appeals IT project.

Scope, Schedule and Budget

Below, Bidders should discuss their project experience in terms of the items below:

- a description of the Project Engagement, including its scope, noting any health and human services aspect of the project ;whether or not the project has been completed or the current deployment schedule if the project is not completed;
- the success of the project measured by: on-time, on-budget delivery from the scope, schedule, and budget agreed to by client at the kickoff/formal initiation; the client's ability to manage Bidder identified risks and the success of any such risk mitigation; and the number and value of approved Bidder requested change orders, if any;
- the overall estimated cost at initiation and actual cost if complete (estimated if not complete) and if/how the Bidder was able to achieve deliverables within the projects' budget; and
- a description of the Bidder's staffing resources originally projected to be required to complete the project and the staffing resources ultimately deployed if the project is completed or planned to be deployed if the project is not yet completed and how, if any, change requests were approved by the client.

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Coordination of Work

Below, Bidders should discuss their project experience in terms of the items below:

- include a list of the other prime contractors that were working simultaneously on the software development in the shared system and if there were multiple vendors on the project, how was the Bidder able to coordinate work with other contractors in a shared environment; and
- how many business units (e.g., finance department, agency policy office) or program areas (e.g., SNAP, HEAP) were involved in the project and how the Bidder was able to coordinate between units and program areas.

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Methodology

Below, Bidders should discuss their project experience in terms of the item below:

- if the Bidder was required to adhere to the SDLC as prescribed by the client using client-defined tools, methodologies, and technologies and operating on a client-owned and operated platform, and how the bidder followed client direction in executing the SDLC (please note any instances where the Bidder was required to deviate from the client defined SDLC, the reason for deviation, and whether this action was formally approved by the client).



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Project Engagement #:

Project Engagement Name:

Client Name(s):

Dates (month/year) of Experience (including date the engagement started and ended or is scheduled to end):

This project experience is related to Lot Number (s):

Client Contact Name and Title:

Phone #:

Email:

For Lot Specific Experience, Bidders should include a discussion of how the Bidder's approach to each engagement has been successful with clients in the past associated with each Lot(s) for which it is bidding. In the spaces below, Bidders must provide narratives with related information including project-specific scope, particularly noting any health and human services aspects of the project and including, but not limited to, the project's: budget, actual cost, staffing resources, status, and risks (and mitigation strategies).

Lot Specific Experience

Bidders must include Lot-specific experience in the narrative below related to **Lot 1**: experience as the prime contractor on an eligibility, enrollment, and/or case management IT project.



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Bidders must include Lot-specific experience in the narrative below related to **Lot 2**: experience as the prime contractor on reports and analytics IT project.

Bidders must include Lot-specific experience in the narrative below related to **Lot 3**: experience as the prime contractor on a financial management IT project.



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Bidders must include Lot-specific experience in the narrative below related to **Lot 4**: experience as the prime contractor on a public sector fair hearings or appeals IT project.

Scope, Schedule and Budget

Below, Bidders should discuss their project experience in terms of the items below:

- a description of the Project Engagement, including its scope, noting any health and human services aspect of the project ;whether or not the project has been completed or the current deployment schedule if the project is not completed;
- the success of the project measured by: on-time, on-budget delivery from the scope, schedule, and budget agreed to by client at the kickoff/formal initiation; the client's ability to manage Bidder identified risks and the success of any such risk mitigation; and the number and value of approved Bidder requested change orders, if any;
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- include a list of the other prime contractors that were working simultaneously on the software development in the shared system and if there were multiple vendors on the project, how was the Bidder able to coordinate work with other contractors in a shared environment; and
- how many business units (e.g., finance department, agency policy office) or program areas (e.g., SNAP, HEAP) were involved in the project and how the Bidder was able to coordinate between units and program areas.

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Below, Bidders should discuss their project experience in terms of the item below:

- if the Bidder was required to adhere to the SDLC as prescribed by the client using client-defined tools, methodologies, and technologies and operating on a client-owned and operated platform, and how the bidder followed client direction in executing the SDLC (please note any instances where the Bidder was required to deviate from the client defined SDLC, the reason for deviation, and whether this action was formally approved by the client).



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Age Group	Percentage of Respondents
18-29	65%
30-49	75%
50-69	80%
70+	85%

[illegible]



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Bidders must include Lot-specific experience in the narrative below related to **Lot 2**: experience as the prime contractor on reports and analytics IT project.

Bidders must include Lot-specific experience in the narrative below related to **Lot 3**: experience as the prime contractor on a financial management IT project.

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- a description of the Project Engagement, including its scope, noting any health and human services aspect of the project ;whether or not the project has been completed or the current deployment schedule if the project is not completed;
- the success of the project measured by: on-time, on-budget delivery from the scope, schedule, and budget agreed to by client at the kickoff/formal initiation; the client's ability to manage Bidder identified risks and the success of any such risk mitigation; and the number and value of approved Bidder requested change orders, if any;
- the overall estimated cost at initiation and actual cost if complete (estimated if not complete) and if/how the Bidder was able to achieve deliverables within the projects' budget; and
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- how many business units (e.g., finance department, agency policy office) or program areas (e.g., SNAP, HEAP) were involved in the project and how the Bidder was able to coordinate between units and program areas.

Methodology

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