NTT DATA
Trusted Global Innovator

NYS Office of Information Technology Services
IES System Integrator Master Service Agreements

RFP NUMBER: C000540

ADMINISTRATIVE PROPOSAL

Original

February 6, 2020

NYS Office of Information Technology Services
Attention: Best Value Team Mrs. Ward, Contract Management Specialist
Empire State Plaza, Swan Street Building, Core 4
Albany, NY 12223
its.sm.bestvalue@its.ny.gov

NTT DATA, Inc.
7950 Legacy Drive
Suite 900
Plano, TX 75024
www.nttdataservices.com

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NEW YORK STATE OF OPPORTUNITY | Office of Information Technology Services

RFP# C000540 IES System Integrator Master Service Agreements

Proposal Submission Requirements Checklist

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NEW YORK STATE OF OPPORTUNITY | Office of Information Technology Services

RFP# C000540 IES System Integrator Master Service Agreements

Proposal Submission Requirements Checklist

Technical Proposal	N/A
☑ Number of Technical Proposals submitted (1 Original hard copy) and USB flash drive (2)	N/A
	N/A
Each Technical Proposal should include:	
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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: February 4, 2020
Print Name and Title: Timothy Conway, President, Public Sector	
Company represented: NTT DATA, Inc.	

2 Attachment 3. Non-Collusive Bidding Certification

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 _____, 20____ as the act and deed of said corporation of partnership.

STATE OF VIRGINIA ~~NEW YORK~~ }

} SS

COUNTY OF FAIRFAX }

On the 28th day of January in the year of 2020, before me personally appeared Timothy Conway, 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.

Lacresha Denise Mirrielees

Notary Public

Registration No:

LACRESHA DENISE MIRRIELEES
NOTARY PUBLIC
REG. #7163093
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES APRIL 30, 2020

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

NAMES OF PARTNERS OR PRINCIPALS	LEGAL RESIDENCE

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

NAME	LEGAL RESIDENCE
Timothy Conway	1660 International Drive, Suite 100, McLean, VA 22102
President: John M. Dick	2175 North California Blvd., Suite 410, Walnut Creek, CA 94596
Secretary: Meredith Vance	7950 Legacy Drive, Suite 900, Plano, TX 75024
Treasurer:	

Identifying Data

Potential Contractor NTT DATA, Inc.

Address 7950 Legacy Drive, Suite 900
Street
Plano, Texas 75024
City, Town, etc.

Telephone 703-848-7349 (If applicable, Responsible Corporate Officer)

Name Timothy Conway Title President, Public Sector

Signature

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

N/A	
Legal name of person, firm or corporation	Legal name of person, firm or corporation
By	
Name	Name
Title	Title
Address	Address
Street	Street
City State	City State

3 Attachment 5. NYS Required Certification

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 _____

4 Attachment 7. Firm Offer Letter and Conflict of Interest Disclosure

NTT DATA

NTT DATA, Inc.
7950 Legacy Drive, Suite 900
Plano, Texas 75024
Tel: 800 745 3263 Fax: 703 793-1445
Email: info@nttdata.com

February 4, 2020

Mrs. Kelly 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

NTT DATA, 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 **NTT DATA, 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.

NTT DATA, 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

NTT DATA, 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.

NTT DATA

NTT DATA, Inc.
7950 Legacy Drive, Suite 900
Plano, Texas 75024
Tel: 800 745 3263 Fax: 703 793-1445
Email: info@nttdata.com

NTT DATA, 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 **NTT DATA, 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 **NTT DATA, Inc**.

Signature
Timothy Conway
President, Public Sector
NTT DATA, Inc.

Corporate Seal

NTT DATA

NTT DATA, Inc.
7950 Legacy Drive, Suite 900
Plano, Texas 75024
Tel: 800 745 3263 Fax: 703 793-1445
Email: info@nttdata.com

CORPORATE ACKNOWLEDGMENT

STATE OF VIRGINIA }
:ss.:
COUNTY OF FAIRFAX }

On the 4th day of February in the year 2020 , before me personally came: **TIMOTHY CONWAY**, to me known, who, being by me duly sworn, did depose and say that he/~~she/they~~ reside(s) in **1660 International Drive, Suite 100, McLean, VA 22012**; that he/~~she/they~~ is ~~(are)~~ **President, Public Sector** (the President or other officer or director or attorney in fact duly appointed) of **NTT DATA, 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.

LaCresha Denise Mirrielees

Signature and Office of Person Taking Acknowledgment

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 4th day of February in the year 2020, before me personally appeared: Timothy Conway, 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 1660 International Dr., Town of McLean, County of Fairfax, State of Virginia; and that he executed the foregoing instrument in his/her name and on his/her own behalf.

LaCresha Denise Mirrielees

Notary Public

LACRESHA DENISE MIRRIELEES
NOTARY PUBLIC
REG. #7163093
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES APRIL 30, 2020

NTT DATA, INC. (f/k/a Keane, Inc.)
Board of Directors Meeting
October 22, 2007

RESOLVED: That the Corporation be and hereby is authorized from time to time to enter into one or more agreements (the "Service Agreements') each providing for the provision by the Corporation of services which are either in the Corporation's software consulting and business process services business and are reasonably expected to result in aggregate payments to the Corporation of $10,000,000 or less in any 12-month period (exclusive of reimbursable expenses) or are outside the Corporation's software consulting and business process services business and are reasonably expected to result in aggregate payments to the Corporation of $10,000,000 or less in any 12-month period (exclusive of reimbursable expenses), each such Service Agreement to be in such form as the Chief Financial Officer, Treasurer, Assistant Treasurer and Senior Vice President, Finance, of the Corporation shall determine, in his sole discretion, to be necessary, appropriate or desirable; that the Chief Financial Officer, Treasurer, Assistant Treasurer and Senior Vice President, Finance, of the Corporation be, and each of them acting singly hereby is, authorized and directed, in the name and on behalf of the Corporation, to execute and deliver any such Service Agreements and to take such other actions as such officer shall determine, in his sole discretion, to be necessary, appropriate, or desirable; and that the execution and delivery of such Service Agreements and the taking of such actions by such officer shall be conclusive evidence of his determination and approval and of the due authorization and approval of the Board of Directors of the Corporation.

FURTHER RESOLVED: That the proper officers be, and each of them acting singly hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to execute and deliver any and all agreements, instruments, documents and certificates, and to take any and all actions, as they or any of them may deem necessary or appropriate in connection with the actions contemplated by the foregoing votes, the execution and delivery of such instruments, documents and certificates and the taking of such actions by such officer or officers to be conclusive evidence of his or their determination and approval thereof and of his or their due authorization hereunder.

A True Copy.

ATTEST:

Assistant Secretary

cwp-9436/1

5 Attachment 8. Completed Procurement Lobbying Forms and EO 177

Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)

New York State Finance Law §139-j(6)(b) provides that:

> Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).

Signature: _____ Date: February 4, 2020

Printed Name: Timothy Conway

Title: President, Public Sector

Contractor Name: NTT DATA, Inc.

Contractor Address: 7950 Legacy Drive, Suite 900

Plano, Texas 75024

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:
NTT DATA, Inc.

Address: 7950 Legacy Drive, Suite 900, Plano, TX 75024

Name and Title of Person Submitting this Form: Timothy Conway, President, Public Sector

Contract Procurement Number: NYS ITS RFP# C000540 (IES System Integrator Master Service Agreements)

Date: February 4, 2020

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No **Yes**

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No **Yes**

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No **Yes**

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No **Yes**

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract:

_____

Basis of Termination or Withholding:

_____

_____

_____

_____

_____

_____

_____

_____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Signature: _____ Date: February 4, 2020

Printed Name: Timothy Conway, President, Public Sector, NTT DATA, Inc.

Offerer's Certification of Compliance with State Finance Law §139-k(5)

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the Office of Information Technology Services with respect to State Finance Law §139-k is complete, true and accurate.

Offerer Certification:

I certify that all information provided to the Office of Information Technology Services with respect to State Finance Law §139-k is complete, true and accurate.

Signature: _____

Date: February 4, 2020 Printed Name: Timothy Conway

Title: President, Public Sector

Contractor Name: NTT DATA, Inc.

Contractor Address: 7950 Legacy Drive, Suite 900, Plano, Texas 75024

Procurement Lobbying Termination

The Office of Information Technology Services reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office of Information Technology Services may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

Offerer's Certification of Adherence to Executive Order 177 regarding Anti-Discriminatory Policies and Practices

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.
The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment:
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. 3

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Offerer Certification:

I certify adherence to Executive Order No. 177.

Signature: _____ Date: February 4, 2020

Printed Name: Timothy Conway

Title: President, Public Sector

Contractor Name: NTT DATA, Inc.

Contractor Address: 7950 Legacy Drive, Suite 900, Plano, Texas 75024

6 Attachment 9. EEO 100 – Equal Employment Opportunity Staffing Plan

EQUAL EMPLOYMENT OPPORTUNITY – STAFFING PLAN

(Instructions on Page 2)

Contractor's Name: NTT DATA, Inc.

Telephone: 800-745-3263

Address: 7950 Legacy Drive, Suite 900

Federal ID No.: 04-2437166

SFS Vendor ID: 1000000052

City, State, ZIP: Plano, TX 75024

Contract No(s): C000540

Report includes Please select one from the options below:

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

Reporting Entity Please select one from the options below:

- ☐ Contractor
- ☐ Subcontractor

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 or Other Pacific 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	233	2		143			38		3	44	1		2		
First/Mid-Level Officials and Managers	1689	39	16	708	59	4	433	3	11	316	32	1	57		7
Professionals	9442	378	194	3306	543	12	1888	21	88	1821	448	4	658	16	56
Technicians	1446	134	28	613	245	4	70	3	39	148	124	1	19	1	12
Sales Workers	274	9	2	146	10		58		2	39	2		5	0	1
Administrative Support Workers	1733	49	130	213	57	1	35	4	11	707	392	1	62	12	57
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL	14817	611	370	5129	914	21	2522	31	154	3075	999	7	803	29	133

PREPARED BY (*Signature*): Jeanne Hogan

DATE: January 23, 2020

NAME AND TITLE OF PREPARER: Jeanne Hogan; AA/EEO Sr. Business Analyst

(print or type)

TELEPHONE/EMAIL: 7819621024; jeanne.hogan@nttdata.com

7 Attachment 10. MWBE 100 – MWBE Utilization Plan

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:	NTT Data Inc.	Telephone:	(800) 745-3263
Address	7950 Legacy Drive, Suite 900	Federal ID No:	04-2437166 SFS Vendor ID: 1000000052
City, State, Zip:	Plano, Texas 75024	Solicitation No:	RFP #C000540 IES System Integrator Master Service Agreements

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:	Technology Professionals Group Inc. DBA Cloud and Things	☑ MBE	☐ DIRECT (Spending directly fulfilling contract obligations) Description: Provide IT Consultants	
Address:	15 Yardley Court	☐ WBE	☐ INDIRECT (Spending in support of company operations.)	$ 100,000
City, State, Zip:	Loundonville, NY 12211	☐ DUAL	Description: ☐ Copy of written agreement attached (Required for teaming	
Telephone:	518-229-4411			
Fed. ID. No:	82-0551694 SFS Vendor ID: 1000032674			
Name:	Abrahams Consulting	☑ MBE	☐ DIRECT (Spending directly fulfilling contract obligations) Description: Provide IT Consulting	
Address:	172-61 Highland Avenue	☑ WBE	☐ INDIRECT (Spending in support of company operations.)	$ 100,000
City, State, Zip:	Jamaica, NY 11432	☐ DUAL	Description: ☐ Copy of written agreement attached (Required for teaming	
Telephone:	718-524-7933			
Fed. ID. No:	20-4788388 SFS Vendor ID:			

☑ 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:	Carol Fitzgerald	Date:	January 19, 2020
Print Name:	Carol Fitzgerald	Telephone No:	(518) 815-2057
Title:	Delivery Director	Email:	carol.fitzgerald@nttdata.com

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:	NTT Data Inc.	Telephone:	(800) 745-3263
Address	7950 Legacy Drive, Suite 900	Federal ID No:	04-2437166 SFS Vendor ID: 1000000052
City, State, Zip:	Plano, Texas 75024	Solicitation No:	RFP #C000540 IES System Integrator Master Service Agreements

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: V Group Address: 379 Princeton Hightstown Rd Building 3, Suite 2A City, State, Zip: Cranbury, NJ 08512 Telephone: (609) 371-5400 Fed. ID. No: 52-2175892 SFS Vendor ID: 1000018150	☑ MBE ☑ WBE ☐ DUAL	☐ DIRECT (Spending directly fulfilling contract obligations) Description: Provide IT Consultants ☐ INDIRECT (Spending in support of company operations.) Description: ☐ Copy of written agreement attached (Required for teaming	$ 100,000
Name: Vistrada LLC Address: 245 Park Avenue, 39th Floor City, State, Zip: New York, NY 10167 Telephone: 908.313.1223 Fed. ID. No: 26068076 SFS Vendor ID: 1100175244	☑ MBE ☐ WBE ☐ DUAL	☐ DIRECT (Spending directly fulfilling contract obligations) Description: Provide IT Consultants ☐ INDIRECT (Spending in support of company operations.) Description: ☐ Copy of written agreement attached (Required for teaming	$ 100,000

☑ 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:	Carol Fitzgerald	Date:	January 19, 2020
Print Name:	Carol Fitzgerald	Telephone No:	(518) 815-2057
Title:	Delivery Director	Email:	Caro.Fitzgerald@nttdata.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):				

8 Attachment 11. Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement- Form # 4

NEW YORK STATE OF OPPORTUNITY | 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, Timothy Conway, the (awardee/contractor) contractor agree to adopt the following policies with respect to the project being developed or services rendered at NTT DATA, Inc.

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 4th day of February, 2020

By: _____

Print: Timothy Conway Title: President, Public Sector

_____ (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.

9 Attachment 12. Encouraging Use of NYS Businesses in Contract Performance

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? __x__ Yes _____ No

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

1. Technology Professionals Group, Inc. DBA Cloud and Things; 15 Yardley Court Loudonville, NY 12211
2. Abrahams Consulting, LLC; 172-61 Highland Avenue Jamaica, NY 11432
3. V Group, Inc.; 379 Princeton Hightstown Rd Building 3, Suite 2A Cranbury, NJ 08512
4. Command and Control Solutions Corporation; 15 Spice Mill Blvd Clifton Park, NY 12065
5. Vistrada, LLC; 245 Park Avenue, 39th Floor, New York, NY 10167

10 Attachment 13. Contractor Certification to Covered Agency, ST-220-CA

New York State Department of Taxation and Finance

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 NTT DATA, INC.				*For covered agency use only* *Contract number or description*
Contractor's principal place of business 100 CITY SQUARE	City BOSTON	State MA	ZIP code 02129	
Contractor's mailing address *(if different than above)* 7950 LEGACY DRIVE, SUITE 900, PLANO, TX 75024				*Estimated contract value over the full term of contract (but not including renewals)* $
Contractor's federal employer identification number (EIN) 04-2437166	Contractor's sales tax ID number (if different from contractor's EIN)			
Contractor's telephone number 617 241-9200	Covered agency name New York State Office of Information Technology Services			
Covered agency address Empire State Plaza, Swan St. Bldg., Core 4, Albany, NY 12223				*Covered agency telephone number* 844 891-1786

I, TROY WAGNON *(name)*, hereby affirm, under penalty of perjury, that I am VICE PRESIDENT, TAX *(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 _____ *(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 10 day of January, 20 20

(sign before a notary public)

VICE PRESIDENT, TAX *(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:

i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);

ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and

iii. 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 TEXAS }
: SS.:
COUNTY OF COLLIN }

On the 10 day of January in the year 2020, before me personally appeared TROY WAGNON, 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 7950 LEGACY DRIVE, SUITE 900,
Town of PLANO,
County of COLLIN,
State of TEXAS; 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 VICE PRESIDENT, TAX of NTT DATA, INC., 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 _____ 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.

Kristi Sosa
Notary Public

KRISTI SOSA
Notary Public
STATE OF TEXAS
ID#126497790
My Comm. Exp. April 27, 2020

Registration No. 126497790

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.

Department of Taxation and Finance

Contractor Certification

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

ST-220-TD
(4/15)

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

Contractor name NTT DATA, INC.			
Contractor's principal place of business 100 CITY SQUARE	City BOSTON	State MA	ZIP code 02129
Contractor's mailing address *(if different than above)* 7950 LEGACY DRIVE, SUITE 900	City PLANO	State TX	ZIP code 75024
Contractor's federal employer identification number (EIN) 04-2437166	Contractor's sales tax ID number (if different from contractor's EIN)		Contractor's telephone number (617) 241-9200
Covered agency or state agency New York State Office of Information Technology Services	Contract number or description C000540 IES System Integrator Master Service Agreements		Covered agency telephone number (844) 891-1786
Covered agency address Empire State Plaza, Swan St. Bldg., Core 4	City Albany	State NY	ZIP code 12223

Is the estimated contract value over the full term of the contract (but not including renewals) more than $100,000?

Yes ☐ No ☐ Unknown at this time ☒

General information

Tax Law section 5-a, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than $100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file Form ST-220-CA, *Contractor Certification to Covered Agency*, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and *Individual, Corporation, Partnership, or LLC Acknowledgement* on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and Tax Law section 5-a, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*. See *Need help?* for more information on how to obtain this publication.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227-0826

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

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.

I, TROY WAGNON (name), hereby affirm, under penalty of perjury, that I am VICE PRESIDENT, TAX (title) of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make **only one** entry in each section.

Section 1 – Contractor registration status

☐ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253, and is listed on Schedule A of this certification.

☒ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 – Affiliate registration status

☐ The contractor does not have any affiliates.

☒ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each affiliate exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 – Subcontractor registration status

☐ The contractor does not have any subcontractors.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☒ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this 10 day of January, 20 20

(sign before a notary public)

VICE PRESIDENT, TAX
(title)

Schedule A – Listing of each entity (contractor, affiliate, or subcontractor) exceeding $300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the $300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to contractor	B Name	C Address	D Federal ID number	E Sales tax ID number	F Registration in progress
A	NTT DATA SERVICES LLC	7950 Legacy Drive, Suite 900 Plano, TX 75024	32-0495969		

Column A – Enter ***C*** in column A if the contractor; ***A*** if an affiliate of the contractor; or ***S*** if a subcontractor.

Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF TEXAS }
SS.:
COUNTY OF COLLIN }

On the 10 day of January in the year 2020, before me personally appeared TROY WAGNON,
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 7950 LEGACY DRIVE, SUITE 900,
Town of PLANO,
County of COLLIN,
State of TEXAS; 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 VICE PRESIDENT, TAX of NTT DATA, INC., 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 _____ 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

Registration No. 126497790

KRISTI SOSA
Notary Public
STATE OF TEXAS
ID#126497790
My Comm. Exp. April 27, 2020

11 Attachment 14. Bidder Information Form

NEW YORK STATE OF OPPORTUNITY | Office of Information Technology Services

RFP #C000540 IES System Integrator Master Service Agreements

Attachment 14-Bidder Information Form

Name of Company Bidding: NTT DATA, Inc.	Bidder Firm's Federal Tax Identification No.: 04-2437166
NYS Vendor ID Number: 1000000052	
Bidding Firm's Address: 7950 Legacy Drive, Suite 900 — Plano	
Street — City	
Texas — 75024 — Collin — USA State — Zip — County — Country	
Bidder's Primary Contact Phone: (703) 848 - 7349 ext ( ) Fax : (703) 848 -7600 ext ( )	Toll Free Phone: (800) 745 - 3263 ext ( ) Toll Free Fax : (N/A) - ext ( )
E-mail Address: tim.conway@nttdata.com	Company Web Site: https://www.nttdata/global/en/

Date: February 4, 2020

Title: President, Public Sector

Contact Name: Timothy Conway

Authorized Signature: Timothy Conway

12 Attachment 15. Workers' Compensation Requirements under WCL § 57: Completed Workers Compensation Coverage Form

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) NTT DATA INC 7950 LEGACY DR. SUITE 900 PLANO, TX 75024 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 972-624-7940 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 04-2437166
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) NEW YORK OFFICE OF INFORMATION TECHNOLOGY SERVICES BUILDING 5,1220 WASHINGTON AVE ALBANY,NY 12226 RFP #C000540 IES System Integrator Master Services Agreement	3a. Name of Insurance Carrier The Travelers Indemnity Company 3b. Policy Number of entity listed in box "1a" UB-5N963631-19-I3-K 3c. Policy effective period 07-01-2019 to 07-01-2020 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

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: Stephanie Baker ; 01-14-2020
(Signature) (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 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.

13 Attachment 15. Disability Benefits Requirements under WCL § 220(8): Completed Disability Benefits Coverage Form

NEW YORK STATE | 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) NTT DATA Inc. 100 City Square Boston, MA 02129 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)* RFP #C000540 IES System Integrator Master Services Agreements	1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number of Insured or Social Security Number **04-2437166**
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Office of Information Technology Services Empire State Plaza, Swan Street, Core 4 Albany New York, 12220	3a. Name of Insurance Carrier **Metropolitan Life Insurance Company** 3b. Policy Number of entity listed in box "1a": **147815** 3c. Policy effective period: **September 1, 2011 to Cancellation** **DB120.1 valid: January 1, 2020 to December 31, 2020**

4. Policy provides the following benefits:

- [X] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:

- [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] 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 Benefits and/or Paid Family Leave insurance coverage as described above.

Date Signed: January 9, 2020 By: Sayy Davis

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

Telephone Number: 678-319-1603 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.***

DB-120.1 (10-17)

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 my 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 not withstanding 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.

14 Attachment 20. Vendor Responsibility Questionnaire

New York State Comptroller
THOMAS P. DINAPOLI

Logout

VendRep Vendor

My Apps

Printed By: theresa battista
Date Printed: Oct 3, 2019

Vendor Responsibility For-Profit v2 Form

Status: Certified
Note: The content of any attached documents will not print with this page. To view or print an attached document, you must open it separately by clicking the corresponding hyperlink in the 'Uploaded Files' section of a question.

Basic Vendor Data

Entity Information

Legal Business Entity Name:	NTT DATA INC
TIN (EIN or SSN):	042437166
Vendor ID:	1000000052
Principal Place of Business:	100 City Square Boston, MA 02129-3777 United States
Telephone:	(617)241-9200
Fax:	(617)241-9507
Website:	www.nttdata.com

Business Entity Information

Business Type:	For-Profit
Business Activity:	Non-Construction

Additional Business Entity Identities

Type: Previously Enrolled As
Name: KEANE INC
Vendor ID: 1000000052
Status: Active
Explanation:

Type: Previously Enrolled As
Name: Keane, Inc.
Vendor ID: 1000000052
Status: Active
Explanation:

Type: Previously Enrolled As
Name: KEANE INC
Vendor ID: 1000000052
Status: Active
Explanation:

Authorized Contacts

Name: Mitzi Shepherd
Title: Executive CE VP
Telephone: (518)432-3209
Fax: (518)426-3290
Email: mitzi.shepherd@nttdata.com
Address: 18 Corporate Woods Blvd.
Albany, NY 12211
United States

I. Legal Business Entity Information

1.1 Legal Business Entity type - Check appropriate box and provide additional information:

- [x] Corporation (including PC)
- [ ] Limited Liability Company (LLC or PLLC)
- [ ] Limited Liability Partnership
- [ ] Limited Partnership
- [ ] General Partnership
- [ ] Sole Proprietor
- [ ] Other

Date of Incorporation

05/06/1987

1.1 Was the Legal Business Entity formed or incorporated in New York State?

- [ ] Yes
- [x] No

Indicate jurisdiction where the Legal Business Entity was formed or incorporated:

- [x] USA
- [ ] Other

State

Delaware

Attach a Certificate of Good Standing from the applicable jurisdiction or provide an explanation if a Certificate of Good Standing is not available:

Select method for providing this information:

- [ ] Enter Below
- [x] Attach Document(s)

Attach Document(s) with Explanation

Uploaded Files

NTTDATAINC_DE_GS.pdf 78K

1.2 Is the Legal Business Entity publicly traded?

- [ ] Yes
- [x] No

1.3 Does the Legal Business Entity have a DUNS Number?

- [x] Yes
- [ ] No

Enter DUNS number

71797764

1.4 If the **Legal Business Entity's Principal Place of Business** is *not* in New York State, does the Legal Business Entity maintain an office in New York State?

Note: Select "N/A" if Principal Place of Business is in New York State.

- (●) Yes
- ( ) No
- ( ) N/A

Provide the address and telephone number for one office located in New York State:

Address Line:

18 Corporate Woods Blvd.

City:

Albany

State:

New York

Zip Code:

12211

Telephone:

518-432-4209

1.5 Is the **Legal Business Entity** a New York State certified **Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB)**, or federally certified **Disadvantaged Business Enterprise (DBE)**?

- ( ) Yes
- (●) No

1.6 **Identify Officials and Principal Owners, if applicable.**

Note: If more than four (4) Officials or Principal Owners need to be listed, select "Attach Document" as the response.

If applicable, reference to relevant SEC filing(s) containing the required information is optional.

Select method for providing this information:

- ( ) Enter Below
- (●) Attach Document(s)

Uploaded Files

Response to Question 1.6 of Vendor Responsibility For-Profit Form(Rev. 7-16-18).doc 27K

Last Modified: Jul 16, 2018
Modified By: theresa battista

II. Reporting Entity Information

2.0 The Reporting Entity for this questionnaire is:

(Note: Select only one)

- Legal Business Entity
- Organizational Unit within and operating under the authority of the Legal Business Entity

Last Modified: Jan 20, 2011
Modified By: Theresa Bennett

III. Leadership Integrity

Within the past five (5) years, has any current or former Reporting Entity Official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Reporting entity with any government entity been:

3.0 Sanctioned relative to any business or professional permit and/or license?

- Yes
- No
- Other

3.1 Suspended, debarred or disqualified from any government contracting process?

- Yes
- No
- Other

3.2 The subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?

- Yes
- No
- Other

3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

a Any business-related activity; or
b Any crime, whether or not business-related, the underlying conduct of which is related to truthfulness?

- Yes
- No
- Other

Last Modified: Jan 26, 2011
Modified By: Theresa Battista

IV. Integrity - Contract Bidding

Within the past five (5) years, has the Reporting Entity:

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, debarment for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?

( ) Yes

(•) No

4.1 Been subject to a denial or revocation of a government prequalification?

( ) Yes

(•) No

4.2 Been denied a contract award or had a bid rejected based on a non-responsibility finding by a government entity?

( ) Yes

(•) No

4.3 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously bold contract?

( ) Yes

(•) No

4.4 Agreed to a voluntary exclusion from bidding/contracting with a government entity?

( ) Yes

(•) No

4.5 Initiated a request to withdraw a bid submitted to a government entity in lieu of responding to an information request or subsequent to a formal request to appear before the government entity?

( ) Yes

(•) No

Last Modified: Jan 26, 2011
Modified By: Theresa Batista

V. Integrity - Contract Award

Within the past five (5) years, has the Reporting Entity:

5.0 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?

- Yes
- No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?

- Yes
- No

5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?

- Yes
- No

Last Modified: Jan 26, 2011
Modified By: Theresa Batista

VI. Certification/Licenses

Within the past five (5) years, has the Reporting Entity:

6.0 Had a revocation, suspension or disbarment of any business or professional permit and/or license?

( ) Yes

(•) No

6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change ownership?

( ) Yes

(•) No

Last Modified: Jan 26, 2011
Modified By: Theresa Batista

VII. Legal Proceedings

Within the past five (5) years, has the Reporting Entity:

7.0 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?

- ○ Yes
- ● No

7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?

- ○ Yes
- ● No

7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?

- ○ Yes
- ● No

7.3 Had a government entity find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?

- ○ Yes
- ● No

7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any government entity involving a violation of federal, state or local environmental laws?

- ○ Yes
- ● No

7.5 Other than the previously disclosed:

a. Been subject to fines or penalties imposed by government entities which in the aggregate total $25,000 or more; or
b. Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?

- ○ Yes
- ● No

Last Modified: Feb 22, 2016
Modified By: theresa battista

VIII. Financial and Organizational Capacity

8.0 Within the past five (5) years, has the Reporting Entity received any formal unsatisfactory performance assessment(s) from any government entity on any contract?

- ( ) Yes
- (•) No

8.1 Within the past five (5) years, has the Reporting Entity had any liquidated damages assessed over $25,000?

- ( ) Yes
- (•) No

8.2 Within the past five (5) years, have any liens or judgments (not including UCC filings) over $25,000 been filed against the Reporting Entity which remain undischarged?

- ( ) Yes
- (•) No

8.3 In the last seven (7) years, has the Reporting Entity initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

- ( ) Yes
- (•) No

8.4 During the past three (3) years, has the Reporting Entity failed to file or pay any tax returns required by federal, state or local tax laws?

- ( ) Yes
- (•) No

8.5 During the past three (3) years, has the Reporting Entity failed to file or pay any New York State unemployment insurance returns?

- ( ) Yes
- (•) No

8.6 During the past three (3) years, has the Reporting Entity had any government audit(s) completed?

- ( ) Yes
- (•) No

Last Modified: Jan 26, 2011
Modified By: Theresa Battista

IX. Associated Entities

This section pertains to any entity(ies) that either controls or is controlled by the Reporting Entity.

(See definition of "Associated Entity" for additional information to complete this section.)

9.0 Does the **Reporting Entity** have any **Associated Entities**?

Note: The response must be "Yes," if the Reporting Entity is either:

- **An Organizational Unit**, or
- The entire **Legal Business Entity** which controls, or is controlled by, any other entity(ies)

(•) Yes

( ) No

Within the past five (5) years, has any **Associated Entity Official** or **Principal Owner** been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

- Any business-related activity; or
- Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?

( ) Yes

(•) No

Does any **Associated Entity** have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over $50,000?

( ) Yes

(•) No

Within the past five (5) years, has any **Associated Entity** been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?

(•) Yes

( ) No

Provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

Select method for providing this information:

(•) Enter Below

( ) Attach Document(s)

( ) Attach Document(s) with Explanation

Explain:

NTT DATA, Inc.'s subsidiary, NTT DATA Federal, Inc. (EIN #45-1027773), was listed on the New York State Workers Compensation Board (WCB) debarred list with a debarment that was initiated on June 14, 2017. NTT DATA engages MetLife to comply with the requirements of the New York State Workers Compensation Board. An administrative error made by MetLife involving a disability filing led to the debarment. MetLife has corrected the administrative error and all fines were waived. NTT DATA Federal, Inc. is no longer on the WCB debarred list.

Within the past five (5) years, has any **Associated Entity** been denied a contract award or had a bid rejected based upon a **non-responsibility finding** by any federal, New York State, New York City, or New York local government entity?

( ) Yes

(•) No

Within the past five (5) years, has any **Associated Entity** been **suspended, cancelled** or **terminated for cause** (including for non-responsibility) on any federal, New York State, New York City or New York local government contract?

( ) Yes

(•) No

Within the past five (5) years, has any **Associated Entity** been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of $500,000?

( ) Yes

(•) No

Within the past five (5) years, has any **Associated Entity** been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?

( ) Yes

(•) No

Within the past five (5) years, has any **Associated Entity** been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local government entity?

( ) Yes

(•) No

Within the past five (5) years, has any **Associated Entity** initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

( ) Yes

(•) No

Last Modified: [illegible]
Modified By: [illegible]

X. Freedom of Information Law (FOIL)

10.0 Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

- ○ Yes
- ◉ No

Last Modified: Jan 26, 2011
Modified By: Theresa Batista

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or 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 his/her 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 government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an 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 New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Legal Business Name:	NTT DATA INC
Certifier's Name:	theresa battista
Certifier's Title:	Contracts Sr. Specialist, Legal Services
Certification Date:	Oct 3, 2019

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NTT DATA, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF AUGUST, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

Jeffrey W. Bullock, Secretary of State

5699327 8300

SR# 20165328565

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202813227

Date: 08-11-16

Company Name: NTT DATA, Inc. (formerly Keane, Inc.)

Response to Question 1.6 of Vendor Responsibility For-Profit Form:

Name	Title	% of Ownership
Bob Prior	Chief Executive Officer	0%
David Croxville	Chief Financial Officer	0%
*NTT DATA International L.L.C.	Parent Company	100%

*NTT DATA, Inc.'s parent company, NTT DATA International L.L.C. is 100% owned by NTT DATA Corporation, a public traded company in Tokyo, Japan.

15 Attachment 21. Vendor Assurance of No Conflict of Interest

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: Timothy Conway
President, Public Sector

Signature: Date: 1/28/2020

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

16 Attachment 22. Compliance with HIPAA and HITECH

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.

Contractor	Subcontractor (N/A)
By: Timothy Conway Signature	By: Signature
Timothy Conway, President, Public Sector, NTT DATA, Inc. Name	Name
February 4, 2020 Date	Date

17 Attachment 23. SDVOB Utilization Plan

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: NTT Data Inc.
Telephone: (800) 745-3263
Address: 7950 Legacy Dr, Suite 900
Federal ID No: 04-2437166
SFS Vendor ID: 1000000052
City, State, Zip: Plano, TX 75024
Solicitation No: RFP # C000540 IES System Integration Master Service Agreement

SDVOB: Complete box below for each NYS-Certified SDVOB Contractor/Subcontractor. Add more pages if needed.	Classification	Description of Scope of Work (Subcontract/Supplies/Services)	Annual Dollar Value of Subcontracts/Supplies/Services
Name: Command and control Solutions Corp. Address: 15 Spice mill Blvd City, State, Zip: Clifton Park, NY 12065 Telephone: (518) 643-3566 Fed. ID. No: 27-2986627 SFS Vendor ID: 1100137302	☑ SDVOB	☑ DIRECT (Spending directly fulfilling contract obligations) Description: ☐ INDIRECT (Spending in support of company operations.) Description: ☐ Copy of written agreement attached (Required for teaming	$ ~20,000
Name: Address: City, State, Zip: Telephone: Fed. ID. No: SFS Vendor ID:	☐ SDVOB	☐ DIRECT (Spending directly fulfilling contract obligations) Description: ☐ INDIRECT (Spending in support of company operations.) Description: ☐ Copy of written agreement attached (Required for teaming	$

☑ 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: Carol Fitzgerald
Print Name: Carol Fitzgerald
Title: Delivery Director
Date: January 19, 2020
Telephone No: (518) 815 2057
Email: carol.fitzgerald@nttdata.com

FOR AUTHORIZED USE ONLY				
SDVOB 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):				

18 Attachment 24. Affirmative Statements

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- NTT DATA, 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.	Yes
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.	Yes
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.	Yes
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.	Yes
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.	Yes
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.	Yes
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.	Yes
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.	Yes
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.	Yes
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).	Yes
11. Bidder affirms that if awarded a contract, the Bidder must provide proof of current insurance, certifications, licensing, etc. throughout the contract term.	Yes
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 respons bility under the Contract by the terms of its agreement with any subcontractor.	Yes
13. Bidder affirms that if selected, the successful Bidder is prepared to commence performance of services descr bed herein.	Yes
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.	Yes
15. Bidder affirms that neither it nor its principals are debarred or suspended from Federal financial assistance programs and activities.	Yes
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.).	Yes
17. Bidder affirms that no Federal funds will be used to lobby or influence a Federal officer or a Member of Congress.	Yes

19 Attachment 25. FOIL and Litigation Disclosure

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
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.**	Yes

RESPONSE TO QUESTION #2 OF ATTACHMENT 25-FOIL AND LITIGATION DISCLOSURE
NYS ITS RFP #C000540

BIDDER'S NAME: NTT DATA, INC.

NTT DATA, Inc. is currently involved in routine contract and employment actions (e.g., non-public personnel claims), in the ordinary course of business, which do not have and would not have material impact on NTT DATA, Inc.'s ability to provide services to the NYS Office of Technology Services.

20 Attachment 26. Sexual Harassment Prevention Certification

NEW YORK STATE OF OPPORTUNITY | 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 further certify that Bidder adheres to State Finance Law §139-L.

Signature: _____ Date: February 4, 2020

Printed Name: Timothy Conway

Title: President, Public Sector

Bidder Name: NTT DATA, Inc.

Bidder Address: 7950 Legacy Drive, Suite 900, Plano, TX 75024

21 Certificate of Liability Insurance

CERTIFICATE OF LIABILITY INSURANCE

7/1/2020

DATE (MM/DD/YYYY) 1/9/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES
2100 ROSS AVENUE, SUITE 1400
DALLAS TX 75201
214 969 6700

CONTACT NAME
PHONE (A/C, No, Ext) | FAX (A/C, No)
E-MAIL ADDRESS

INSURED 1459564
NTT Data International L L C ;
NTT Data, Inc ;
NTT DATA Services International Holdings,B V"BV "
Attn: Letisa McKenzie
7950 Legacy Drive, Suite 900
Plano TX 75024

	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A	The Phoenix Insurance Company	25623
INSURER B	Travelers Indemnity Company of America	25666
INSURER C	The Travelers Indemnity Company	25658
INSURER D	National Union Fire Ins Co Pitts. PA	19445
INSURER E	Illinois National Insurance Company	23817
INSURER F	Travelers Property Casualty Co of America	25674

COVERAGES ** **CERTIFICATE NUMBER:** 16504891 **REVISION NUMBER:** XXXXXXX

TH S S TO CERT FY THAT THE POL C ES OF NSURANCE L STED BELOW HAVE BEEN SSUED TO THE NSURED NAMED ABOVE FOR THE POL CY PER OD ND CATED NOTW THSTAND NG ANY REQU REMENT TERM OR COND T ON OF ANY CONTRACT OR OTHER DOCUMENT W TH RESPECT TO WH CH TH S CERT F CATE MAY BE SSUED OR MAY PERTA N THE NSURANCE AFFORDED BY THE POL C ES DESCR BED HERE N S SUBJECT TO ALL THE TERMS EXCLUS ONS AND COND T ONS OF SUCH POL C ES L M TS SHOWN MAY HAVE BEEN REDUCED BY PA D CLA MS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	HN 660 6N030306 9	7/ /20 9	7/ /2020	EACH OCCURRENCE	$ 1,000,000
	CLA MS-MADE X OCCUR						DAMAGE O REN ED PREM SES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV NJURY	$ 1,000,000
	GEN'L AGGREGA E L M APPL ES PER						GENERAL AGGREGA E	$ 2,000,000
	POL CY PRO-JEC LOC						PRODUC S - COMP/OP AGG	$ 2,000,000
	O HER							$
B	AUTOMOBILE LIABILITY	Y	Y	HH CAP J66870 9	7/ /20 9	7/ /2020	COMB NED S NGLE L M (Ea accident)	$ 1,000,000
	X ANY AU O						BOD LY NJURY (Per person)	$ XXXXXXX
	OWNED AU OS ONLY / SCHEDULED AU OS						BOD LY NJURY (Per accident)	$ XXXXXXX
	X H RED AU OS ONLY / X NON-OWNED AU OS ONLY						PROPER Y DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
F	X UMBRELLA LIAB X OCCUR	N	N	CUP J668749 9 I3	7/ /20 9	7/ /2020	EACH OCCURRENCE	$ 25,000,000
	EXCESS LIAB CLA MS-MADE						AGGREGA E	$ 25,000,000
	DED RE EN ON $							$ XXXXXXX
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	UB 5N96363 9 I3 K (AOS)	7/ /20 9	7/ /2020	X PER S A U E / O H-ER	
	ANY PROPR ETOR/PARTNER/EXECUT VE OFF CER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		UB 5N963 82 9 I3K(AZ,MA,WI)	7/ /20 9	7/ /2020	E L EACH ACC DEN	$ 1,000,000
	yes describe under DESCR P ON OF OPERA ONS below						E L D SEASE - EA EMPLOYEE	$ 1,000,000
							E L D SEASE - POL CY L M	$ 1,000,000
D E	CRIME	N	N	0 464 70 82	7/ /20 9	7/ /2020	$ 0,000,000 PER OCCURRENCE	
	PROF E&O/CYBER			0 468 962	7/ /20 9	7/ /2020	$ 5,000,000 PER CLAIM	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: RFP #C000540 IES System Integrator Master Services Agreement Certificate Holder is Amended to Include: The State of New York, the New York State Office of Information Technology Services, any entity authorized by law or regulation to use the Contract and their officers, agents, and employees

CERTIFICATE HOLDER

16504891
New York Office of Information Technology Services
Building 5, 1220 Washington Ave.
Albany NY 12226

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

COMMERCIAL GENERAL LIABILITY
Po cy No. HN 660 6N030306 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

Th s endorsement mod f es nsurance prov ded under the fo ow ng:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The fo ow ng s added to SECTION II - WHO IS AN INSURED:

Any person or organ zat on that:

a. You agree n a "wr tten contract requ r ng n-surance" to nc ude as an add t ona nsured on th s Coverage Part; and

b. Has not been added as an add t ona nsured for the same project by attachment of an en-dorsement under th s Coverage Part wh ch nc udes such person or organ zat on n the endorsement's schedu e;

s an nsured, but:

a. On y w th respect to ab ty for "bod y njury", "property damage" or "persona njury"; and

b. On y as descr bed n Paragraph (1), (2) or (3) be ow, wh chever app es:

(1) If the "wr tten contract requ r ng nsur-" spec f ca y requ res you to prov de ance add t ona nsured coverage to that per-son or organ zat on by the use of:

(a) The Add t ona Insured - Owners, Lessees or Contractors - (Form B) endorsement CG 20 10 11 85; or

(b) E ther or both of the fo ow ng: the Add t ona Insured - Owners, Les-sees or Contractors - Schedu ed Person Or Organ zat on endorsement CG 20 10 10 01, or the Add t ona In-sured - Owners, Lessees or Contrac-tors - Comp eted Operat ons en-dorsement CG 20 37 10 01;

the person or organ zat on s an add t ona nsured on y f the njury or damage ar ses out of "your work" to wh ch the "wr tten contract requ r ng nsurance" app es;

(2) If the "wr tten contract requ r ng nsur-" ance spec f ca y requ res you to prov de add t ona nsured coverage to that per-son or organ zat on by the use of:

(a) The Add t ona Insured - Owners, Lessees or Contractors - Schedu ed Person or Organ zat on endorsement CG 20 10 07 04 or CG 20 10 04 13, the Add t ona Insured - Owners, Lessees or Contractors - Comp eted Operat ons endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements w th e ther of those ed t on dates; or

(b) E ther or both of the fo ow ng: the Add t ona Insured - Owners, Les-sees or Contractors - Schedu ed Person Or Organ zat on endorsement CG 20 10, or the Add t ona Insured Owners, Lessees or Contractors Comp eted Operat ons endorsement CG 20 37, w thout an ed t on date of such endorsement spec f ed;

the person or organ zat on s an add t ona nsured on y f the njury or damage s caused, n who e or n part, by acts or om ss ons of you or your subcontractor n the performance of "your work" to wh ch the "wr tten contract requ r ng nsurance" app es; or

(3) If ne ther Paragraph (1) nor (2) above ap-p es:

(a) The person or organ zat on s an ad-d t ona nsured on y f, and to the ex-tent that, the njury or damage s caused by acts or om ss ons of you or your subcontractor n the perform-ance of "your work" to wh ch the "wr t-ten contract requ r ng nsurance" ap-p es; and

(b) The person or organ zat on does not qua fy as an add t ona nsured w th respect to the ndependent acts or om ss ons of such person or organ - zat on.

2. The nsurance prov ded to the add t ona nsured by th s endorsement s m ted as fo ows:

   a. If the L m ts of Insurance of th s Coverage Part shown n the Dec arat ons exceed the m n mum m ts of ab ty requ red by the "wr tten contract requ r ng nsurance" the nsurance prov ded to the add t ona nsured w be m ted to such m n mum requ red m ts of ab ty. For the purposes of determ n ng whether th s m tat on app es, the m n mum m ts of ab ty requ red by the "wr tten contract requ r ng nsurance" w be cons dered to nc ude the m n mum m ts of ab ty of any Umbre a or Excess ab ty coverage requ red for the add t ona nsured by that "wr tten contract requ r ng nsurance". Th s endorsement w not ncrease the m ts of nsurance descr bed n Sect on III - L m ts Of Insurance.

   b. The nsurance prov ded to the add t ona nsured does not app y to "bod y njury", "property damage" or "persona njury" ar s ng out of the render ng of, or fa ure to render, any profess ona arch tectura , eng neer ng or survey ng serv ces, nc ud ng:

      (1) The prepar ng, approv ng, or fa ng to prepare or approve, maps, shop drawngs, op n ons, reports, surveys, f e d orders or change orders, or the prepar ng, approv ng, or fa ng to prepare or approve, draw ngs and spec f cat ons; and

      (2) Superv sory, nspect on, arch tectura or eng neer ng act v t es.

   c. The nsurance prov ded to the add t ona nsured does not app y to "bod y njury" or "property damage" caused by "your work" and nc uded n the "products-comp eted operat ons hazard" un ess the "wr tten contract requ r ng nsurance" spec f ca y requ res you to prov de such coverage for that add t ona nsured dur ng the po cy per od.

3. The nsurance prov ded to the add t ona nsured by th s endorsement s excess over any va d and co ect b e other nsurance, whether pr mary, excess, cont ngent or on any other bas s, that s ava ab e to the add t ona nsured. However, f the "wr tten contract requ r ng nsurance" spec f ca y requ res that th s nsurance app y on a pr mary bas s or a pr mary and non-contr butory bas s, th s nsurance s pr mary to other nsurance ava ab e to the add t ona nsured under wh ch that person or organ zat on qua f es as a named nsured, and we w not share w th that other nsurance. But the nsurance prov ded to the add t ona nsured by th s endorsement st s excess over any va d and co ect b e other nsurance, whether pr mary, excess, cont ngent or on any other bas s, that s ava ab e to the add t ona nsured when that person or organ zat on s an add t ona nsured, or s any other nsured that does not qua fy as a named nsured, under such other nsurance.

4. As a cond t on of coverage prov ded to the add t ona nsured by th s endorsement:

   a. The add t ona nsured must g ve us wr tten not ce as soon as pract cab e of an "occurrence" or an offense wh ch may resu t n a c a m. To the extent poss b e, such not ce shou d nc ude:

      (1) How, when and where the "occurrence" or offense took p ace;

      (2) The names and addresses of any njured persons and w tnesses; and

      (3) The nature and ocat on of any njury or damage ar s ng out of the "occurrence" or offense.

   b. If a c a m s made or "su t" s brought aga nst the add t ona nsured, the add t ona nsured must:

      (1) Immed ate y record the spec f cs of the c a m or "su t" and the date rece ved; and

      (2) Not fy us as soon as pract cab e.

      The add t ona nsured must see to t that we rece ve wr tten not ce of the c a m or "su t" as soon as pract cab e.

   c. The add t ona nsured must mmed ate y send us cop es of a ega papers rece ved n connect on w th the c a m or "su t", cooperate w th us n the nvest gat on or sett ement of the c a m or defense aga nst the "su t", and otherw se comp y w th a po cy cond t ons.

   d. The add t ona nsured must tender the defense and ndemn ty of any c a m or "su t" to any prov der of other nsurance wh ch wou d cover the add t ona nsured for a oss we cover under th s endorsement. However, th s cond t on does not affect whether the nsurance prov ded to the add t ona nsured by th s endorsement s pr mary to other nsurance ava ab e to the add t ona nsured wh ch covers that person or organ zat on as a named nsured as descr bed n Paragraph 3. above.

5. The fo ow ng s added to the DEFINITIONS Sect on:

   "Wr tten contract requ r ng nsurance" means that part of any wr tten contract or agreement under wh ch you are requ red to nc ude a person or or-

gan zat on as an add t ona nsured on th s Cover-
age Part, prov ded that the "bod y njury" and
"property damage" occurs and the "persona n-
jury" s caused by an offense comm tted, dur ng
the po cy per od and:

a. After the s gn ng and execut on of the contract
or agreement by you; and

b. Wh e that part of the contract or agreement s
n effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE - ADDITIONAL INSUREDS PRIMARY AND NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph **4. a.** , **Primary Insurance**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and

(2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED — GOVERNMENTAL ENTITIES — PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to SECTION II — WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to preniscs owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property dar rage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED — GOVERNMENTAL ENTITIES — PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to SECTION II — WHO IS AN INSURED:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS — INCREASED LIMIT

The following replaces Paragraph 7. of SECTION III — LIMITS OF INSURANCE:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS:

If the insured has agreed in a contract or ageement to waive that insured's right of recovery against any person or organization, we

waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY — RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:

. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.

0. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the DEFINITIONS Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II COVERED CONDITIONS**:

AUTOS LIABILITY COVERAGE:
This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B .5.**, **Other Insurance** of **SECTION IV BUSINESS AUTO**

Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE — GLASS

The following is added to Paragraph **D., Deductible,** of **SECTION III — PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE — LOSS OF USE — INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses,** of **SECTION III — PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES — INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses,** of **SECTION III — PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions,** of **SECTION III — PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions,** of **SECTION III — PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.,** but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.,** of **SECTION IV — BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV — BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV — BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

POLICY NUMBER: HN 660 6N030306 19 ISSUE DATE: 06-21-19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

NONRENEWAL: **Number of Days Notice of Nonrenewal:** 30

PERSON OR ORGANIZATION:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

ADDRESS:

The address for that person or organization included in such written request from you to us.

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

NTT DATA
Trusted Global Innovator

NYS Office of Information Technology Services
IES System Integrator Master Service Agreements

RFP NUMBER: C000540

FINANCIAL PROPOSAL

Original

February 6, 2020

NYS Office of Information Technology Services
Attention: Best Value Team Mrs. Ward, Contract Management Specialist
Empire State Plaza, Swan Street Building, Core 4
Albany, NY 12223
its.sm.bestvalue@its.ny.gov

NTT DATA, Inc.
7950 Legacy Drive
Suite 900
Plano, TX 75024
www.nttdataservices.com

Table of Contents

1 Firm Offer Letter & Conflict of Interest (RFP 4.5.2, Attachment 7)

NTT DATA, Inc.
7950 Legacy Drive, Suite 900
Plano, Texas 75024
Tel: 800 745 3263 Fax: 703 793-1445
Email: info@nttdata.com

February 4, 2020

Mrs. Kelly 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

NTT DATA, 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 **NTT DATA, 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.

NTT DATA, 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

NTT DATA, 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.

NTT DATA

NTT DATA, Inc.
7950 Legacy Drive, Suite 900
Plano, Texas 75024
Tel: 800 745 3263 Fax: 703 793-1445
Email: info@nttdata.com

NTT DATA, 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 **NTT DATA, 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 **NTT DATA, Inc**.

Signature
Timothy Conway
President, Public Sector
NTT DATA, Inc.

Corporate Seal

NTT DATA

NTT DATA, Inc.
7950 Legacy Drive, Suite 900
Plano, Texas 75024
Tel: 800 745 3263 Fax: 703 793-1445
Email: info@nttdata.com

CORPORATE ACKNOWLEDGMENT

STATE OF VIRGINIA }
:ss.:
COUNTY OF FAIRFAX }

On the 4th day of February in the year 2020 , before me personally came: **TIMOTHY CONWAY**, to me known, who, being by me duly sworn, did depose and say that he/~~she/they~~ reside(s) in **1660 International Drive, Suite 100, McLean, VA 22012**; that he/~~she/they~~ is ~~(are)~~ **President, Public Sector** (the President or other officer or director or attorney in fact duly appointed) of **NTT DATA, 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.

LaCresha Denise Mirrielees

Signature and Office of Person Taking Acknowledgment

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 4th day of February in the year 2020, before me personally appeared: Timothy Conway, 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 1660 International Dr., Town of McLean, County of Fairfax, State of Virginia; and that he executed the foregoing instrument in his/her name and on his/her own behalf.

LaCresha Denise Mirrielees

Notary Public

LACRESHA DENISE MIRRIELEES
NOTARY PUBLIC
REG. #7163093
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES APRIL 30, 2020

NTT DATA, INC. (f/k/a Keane, Inc.)
Board of Directors Meeting
October 22, 2007

RESOLVED: That the Corporation be and hereby is authorized from time to time to enter into one or more agreements (the "Service Agreements') each providing for the provision by the Corporation of services which are either in the Corporation's software consulting and business process services business and are reasonably expected to result in aggregate payments to the Corporation of $10,000,000 or less in any 12-month period (exclusive of reimbursable expenses) or are outside the Corporation's software consulting and business process services business and are reasonably expected to result in aggregate payments to the Corporation of $10,000,000 or less in any 12-month period (exclusive of reimbursable expenses), each such Service Agreement to be in such form as the Chief Financial Officer, Treasurer, Assistant Treasurer and Senior Vice President, Finance, of the Corporation shall determine, in his sole discretion, to be necessary, appropriate or desirable; that the Chief Financial Officer, Treasurer, Assistant Treasurer and Senior Vice President, Finance, of the Corporation be, and each of them acting singly hereby is, authorized and directed, in the name and on behalf of the Corporation, to execute and deliver any such Service Agreements and to take such other actions as such officer shall determine, in his sole discretion, to be necessary, appropriate, or desirable; and that the execution and delivery of such Service Agreements and the taking of such actions by such officer shall be conclusive evidence of his determination and approval and of the due authorization and approval of the Board of Directors of the Corporation.

FURTHER RESOLVED: That the proper officers be, and each of them acting singly hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to execute and deliver any and all agreements, instruments, documents and certificates, and to take any and all actions, as they or any of them may deem necessary or appropriate in connection with the actions contemplated by the foregoing votes, the execution and delivery of such instruments, documents and certificates and the taking of such actions by such officer or officers to be conclusive evidence of his or their determination and approval thereof and of his or their due authorization hereunder.

A True Copy.

ATTEST:

Assistant Secretary

cwp 9436/1

2 Financial Proposal Workbook (RFP 4.6, Attachment 19)

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:

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.

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	$ 53.89	$ 53.89		
Business Analyst	Level II	$ 72.76	$ 72.76		
Business Analyst	Level III	$ 88.64	$ 88.64		
Architect	Level I	$ 53.89	$ 53.89		
Architect	Level II	$ 88.64	$ 88.64		
Architect	Level III	$ 117.22	$ 117.22		
Developer	Level I	$ 56.73	$ 56.73		
Developer	Level II	$ 68.79	$ 68.79		
Developer	Level III	$ 99.28	$ 99.28		
Project Manager	Level I	$ 53.89	$ 53.89		
Project Manager	Level II	$ 77.47	$ 77.47		
Project Manager	Level III	$ 107.79	$ 107.79		
Security Analyst	Level I	$ 53.89	$ 53.89		
Security Analyst	Level II	$ 80.84	$ 80.84		
Security Analyst	Level III	$ 106.37	$ 106.37		
Specialist	Level I	$ 50.26	$ 50.26		
Specialist	Level II	$ 72.08	$ 72.08		
Specialist	Level III	$ 94.31	$ 94.31		
Tester	Level I	$ 53.19	$ 53.19		
Tester	Level II	$ 74.46	$ 74.46		
Tester	Level III	$ 87.58	$ 87.58		
Trainer	Level I	$ 50.53	$ 50.53		
Trainer	Level II	$ 67.37	$ 67.37		
Trainer	Level III	$ 81.55	$ 81.55		

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	$ 59.28	$ 59.28		
Business Analyst	Level II	$ 80.03	$ 80.03		
Business Analyst	Level III	$ 97.51	$ 97.51		
Architect	Level I	$ 59.28	$ 59.28		
Architect	Level II	$ 97.51	$ 97.51		
Architect	Level III	$ 128.94	$ 128.94		
Developer	Level I	$ 62.40	$ 62.40		
Developer	Level II	$ 75.66	$ 75.66		
Developer	Level III	$ 109.21	$ 109.21		
Project Manager	Level I	$ 59.28	$ 59.28		
Project Manager	Level II	$ 85.22	$ 85.22		
Project Manager	Level III	$ 118.57	$ 118.57		
Security Analyst	Level I	$ 59.28	$ 59.28		
Security Analyst	Level II	$ 88.93	$ 88.93		
Security Analyst	Level III	$ 117.01	$ 117.01		
Specialist	Level I	$ 55.28	$ 55.28		
Specialist	Level II	$ 79.29	$ 79.29		
Specialist	Level III	$ 103.75	$ 103.75		
Tester	Level I	$ 58.50	$ 58.50		
Tester	Level II	$ 81.91	$ 81.91		
Tester	Level III	$ 96.34	$ 96.34		
Trainer	Level I	$ 55.58	$ 55.58		
Trainer	Level II	$ 74.10	$ 74.10		
Trainer	Level III	$ 89.71	$ 89.71		

NTT DATA
Trusted Global Innovator

NYS Office of Information Technology Services
IES System Integrator Master Service Agreements

RFP NUMBER: C000540

TECHNICAL PROPOSAL

Original

February 6, 2020

NYS Office of Information Technology Services
Attention: Best Value Team, Mrs. Ward, Contract Management Specialist
Empire State Plaza, Swan Street Building, Core 4
Albany, NY 12223
its.sm.bestvalue@its.ny.gov

NTT DATA, Inc.
7950 Legacy Drive
Suite 900
Plano, TX 75024
www.nttdataservices.com

Table of Contents

Proposal Submission Requirements Checklist (RFP 4.5.1, Attachment 1)

NEW YORK STATE OF OPPORTUNITY | Office of Information Technology Services

RFP# C000540 IES System Integrator Master Service Agreements

Proposal Submission Requirements Checklist

Checklist Item	Page #
Administrative Proposal	N/A
☑ Correct Number of Administrative Proposals submitted (1 original hard copy) and USB flash drive (2) Each Administrative Proposal should include:	N/A
☑ Attachment 1 - Proposal Checklist, completed and signed	1-4
☑ Attachment 3 – Non-Collusive Bidding Certification	5-7
☑ Attachment 5 - NYS Required Certification	8-9
☑ Attachment 7, Completed, Signed, and Notarized Firm Offer Letter and Conflict of Interest Disclosure	10-14
☑ Attachment 8, Completed Procurement Lobbying Forms and EO 177 • 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	15-21
☑ Attachment 9, EEO 100 – Equal Employment Opportunity Staffing Plan, completed and signed	22-23
☑ Attachment 10, Completed and signed MWBE 100 - MWBE Utilization Plan	24-27
☑ Attachment 11, Completed Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement- Form # 4	28-29
☑ Attachment 12, Encouraging Use of NYS Businesses in Contract Performance	30-31
☑ Attachment 13, Contractor Certification to Covered Agency, ST-220-CA, completed, signed, and notarized	32-38
☑ Attachment 14, Bidder Information Form	39-40
☑ Attachment 15, Workers' Compensation Requirements under WCL § 57: Completed Workers Compensation Coverage Form: • 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	41-43

• 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.	
☑ Attachment 15, Disability Benefits Requirements under WCL § 220(8): Completed Disability Benefits Coverage Form: • 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.	44-46
☑ Attachment 20 – Vendor Responsibility Questionnaire	47-63
☑ Attachment 21 – Vendor Assurance of No Conflict of Interest	64-66
☑ Attachment 22 – Compliance with HIPAA and HITECH	67-71
☑ Attachment 23 – SDVOB Utilization Plan	72-74
☑ Attachment 24 – Affirmative Statements	75-76
☑ Attachment 25 – FOIL and Litigation Disclosure	77-79
☑ Attachment 26 – Sexual Harassment Prevention Certification	80-81
Certificate of Liability Insurance	82-93
Financial Proposal	N/A
☑Number of Financial Proposals submitted (1 original hard copy) and USB flash drive (2)	N/A
☑ Attachment 7, Completed, Signed, and Notarized Firm Offer Letter and Conflict of Interest Disclosure	1-5
☑ Attachment 19, Financial Proposal Workbook	6-10

NEW YORK STATE OF OPPORTUNITY | Office of Information Technology Services

RFP# C000540 IES System Integrator Master Service Agreements

Proposal Submission Requirements Checklist

Technical Proposal	N/A
☑ Number of Technical Proposals submitted (1 Original hard copy) and USB flash drive (2)	N/A
	N/A
Each Technical Proposal should include:	
☑ Table of Contents	i
☑ Attachment 1, Completed and Signed Proposal Checklist	1-4
☑ Attachment 7, Firm Offer Letter and Conflict of Interest Disclosure	5-9
☑ Attachment 16 – Technical Proposal Forms	10-81
☑ Attachment 17 – Key Subcontractor Information	82-93
☑ Attachment 18 – Bidder References	94-104

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 4, 2020
Print Name and Title: Timothy Conway, President, Public Sector	
Company represented: NTT DATA, Inc.	

Firm Offer Letter & Conflict of Interest (RFP 4.5.2, Attachment 7)

NTT DATA

NTT DATA, Inc.
7950 Legacy Drive, Suite 900
Plano, Texas 75024
Tel: 800 745 3263 Fax: 703 793-1445
Email: info@nttdata.com

February 4, 2020

Mrs. Kelly 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

NTT DATA, 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 **NTT DATA, 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.

NTT DATA, 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

NTT DATA, 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.

NTT DATA

NTT DATA, Inc.
7950 Legacy Drive, Suite 900
Plano, Texas 75024
Tel: 800 745 3263 Fax: 703 793-1445
Email: info@nttdata.com

NTT DATA, 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 **NTT DATA, 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 **NTT DATA, Inc**.

Signature
Timothy Conway
President, Public Sector
NTT DATA, Inc.

Corporate Seal

NTT DATA

NTT DATA, Inc.
7950 Legacy Drive, Suite 900
Plano, Texas 75024
Tel: 800 745 3263 Fax: 703 793-1445
Email: info@nttdata.com

CORPORATE ACKNOWLEDGMENT

STATE OF VIRGINIA }
:ss.:
COUNTY OF FAIRFAX }

On the 4th day of February in the year 2020 , before me personally came: **TIMOTHY CONWAY**, to me known, who, being by me duly sworn, did depose and say that he/~~she/they~~ reside(s) in **1660 International Drive, Suite 100, McLean, VA 22012**; that he/~~she/they~~ is ~~(are)~~ **President, Public Sector** (the President or other officer or director or attorney in fact duly appointed) of **NTT DATA, 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.

LaCresha Denise Mirrielees

Signature and Office of Person Taking Acknowledgment

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 4th day of February in the year 2020, before me personally appeared: Timothy Conway, 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 1660 International Dr., Town of McLean, County of Fairfax, State of Virginia; and that he executed the foregoing instrument in his/her name and on his/her own behalf.

LaCresha Denise Mirrielees

Notary Public

LACRESHA DENISE MIRRIELEES
NOTARY PUBLIC
REG. #7163093
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES APRIL 30, 2020

NTT DATA, INC. (f/k/a Keane, Inc.)
Board of Directors Meeting
October 22, 2007

RESOLVED: That the Corporation be and hereby is authorized from time to time to enter into one or more agreements (the "Service Agreements') each providing for the provision by the Corporation of services which are either in the Corporation's software consulting and business process services business and are reasonably expected to result in aggregate payments to the Corporation of $10,000,000 or less in any 12-month period (exclusive of reimbursable expenses) or are outside the Corporation's software consulting and business process services business and are reasonably expected to result in aggregate payments to the Corporation of $10,000,000 or less in any 12-month period (exclusive of reimbursable expenses), each such Service Agreement to be in such form as the Chief Financial Officer, Treasurer, Assistant Treasurer and Senior Vice President, Finance, of the Corporation shall determine, in his sole discretion, to be necessary, appropriate or desirable; that the Chief Financial Officer, Treasurer, Assistant Treasurer and Senior Vice President, Finance, of the Corporation be, and each of them acting singly hereby is, authorized and directed, in the name and on behalf of the Corporation, to execute and deliver any such Service Agreements and to take such other actions as such officer shall determine, in his sole discretion, to be necessary, appropriate, or desirable; and that the execution and delivery of such Service Agreements and the taking of such actions by such officer shall be conclusive evidence of his determination and approval and of the due authorization and approval of the Board of Directors of the Corporation.

FURTHER RESOLVED: That the proper officers be, and each of them acting singly hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to execute and deliver any and all agreements, instruments, documents and certificates, and to take any and all actions, as they or any of them may deem necessary or appropriate in connection with the actions contemplated by the foregoing votes, the execution and delivery of such instruments, documents and certificates and the taking of such actions by such officer or officers to be conclusive evidence of his or their determination and approval thereof and of his or their due authorization hereunder.

A True Copy.

ATTEST:

Assistant Secretary

cwp-9436/1

1 Organizational Overview (Executive Summary) (RFP 4.5.3, Attachment 16, Part 1)

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.

NTT DATA, Inc. (NTT DATA) is a global information technology (IT) services provider and system integrator with 27 years of experience working with the State of New York (NYS). Through various contracts, we have provided qualified resources, consulting, and IT services to more than 40 state and local agencies, such as the New York State Department of Health (DOH), Unified Court System of New York State, State Office of Information Technology Services (ITS), and New York City DOH. As a result of nearly three decades of experience supporting NYS, we have the corporate infrastructure, in-state offices, personnel, and hands-on understanding of the State's government structure, agency needs, and geographic diversity to enable our success in delivering results that meet the unique operational needs and technical and management requirements of the ITS Integrated Eligibility System (IES) Program initiative.

NTT DATA's system integration and NYS-specific experience is further augmented by our Lot-specific expertise. An international healthcare services provider, NTT DATA has nearly two decades of experience providing Eligibility, Enrollment, and/or Case Management (Lot #1) and Reports and Analytics (Lot #2) services similar to those outlined in the Request for Proposal (RFP) for federal, state, and local agencies. This includes work for Maine, Rhode Island, and Indiana where we collaborate with our clients to help their agencies evolve and adapt to the rapidly changing needs of critical IT systems that support the mission of various state agencies and their constituents. NTT DATA has proven successes managing the unique intricacies associated with complex, public sector multi-vendor environments and navigating the challenges associated with state and federal funding and changing mandates.

Why NTT DATA is a Best Value Choice for New York

- Top Global System Integrator and Healthcare Service Provider
  - Breakthrough Systems Integrator Partner of the Year Award, Pivotal Software, 2019
  - #8 in Top 10 global business and IT services provider, Gartner, 2018 (published 4/19)
  - A Leader and Star Performer in Healthcare Payer Digital Services, Everest Group, 2018
  - #4 in Healthcare Service Providers in HFS Top 10, 2018
  - Extensive SDLC and design, development, and implementation (DDI) expertise and experience
- Global Reach with a Local Focus
  - 27 years supporting New York
  - 40+ NYS and NYC government agencies
  - Offices in Albany and Manhattan
- Lot-specific Experience and Expertise at State and Federal Levels
  - Lot #1: Exceeds 3-year minimum requirement with over 19 years of Eligibility, Enrollment, and/or Case Management experience
  - Lot #2: Exceeds minimum requirement with over 19 years of Reports & Analytics experience

Working closely with the State Program Management Office, NTT DATA will deliver an IES program team of qualified professionals, experienced in system integration services, project management, and contract administration who are able to deploy quickly, collaborate with diverse stakeholders, utilize State-defined processes and tools, deliver work products that meet State approval, and meet tight timelines. Throughout this proposal we demonstrate how NTT DATA meets or exceeds the State's requirements.

1.1 NTT DATA Office Locations and Assigned Leadership

NTT DATA is headquartered at 7950 Legacy Drive, Suite 900, Plano, Texas 75024, with offices throughout the United States, including New York branch offices in Albany, located at 18 Corporate Woods Blvd., 2nd Floor, Albany, NY 12211, and Manhattan at 1 Penn Plaza, Suite 4920, New York, NY 10019.

Tim Conway, NTT DATA Public Sector President, will be the Senior Officer responsible for this account and Scott Greer, Client Executive, will be the Engagement Executive providing daily oversight and serving as the sole point of contact for ITS and/or the resulting contracting department or office. Mr. Greer has more than 22 years of complex IT program management; industry and leadership experience within the public sector, healthcare, and technology sectors; and expertise in implementation, business transformation, independent verification and validation (IV&V), and quality assurance. As NTT DATA's New England state and local government operations manager for the past 5 years, his success is indicative of his focus on client relationships, delivery excellence, and ability to manage highly complex, multi-vendor environments. Mr. Greer has the knowledge and authority to quickly attain the necessary resources for ITS for Tier II awarded projects and at the convenience of ITS stakeholders, will be

available to meet in Albany as needed. His experience and credentials are further defined in Part 4, Contractor's Engagement Executive.

1.2 Submitted Lots

NTT DATA meets and exceeds the associated minimum bidder qualifications for, and is therefore submitting a proposal for:

- Lot #1, Eligibility, Enrollment, and Case Management
- Lot #2, Reports and Analytics

We are authorized to conduct business in the state of New York, meeting the State's requirement, as we have been a partner to NYS for 27 years. Our bidder experience, as it relates to working with multiple prime contractors, providing software development services, and adhering to our client's system development lifecycle (SDLC), along with our relevant experience to Lots 1 and 2, exceeds the minimum requirements. As a benefit to the State, NTT DATA is an IES partner with significant experience in planning and implementation and in providing state health consulting eligibility and enrollment support services. We have accomplished such work in the following U.S. locations:

- **Alabama**: planning support
- **Alaska**: planning support
- **Arkansas**: PMO and planning/implementation
- **Delaware**: quality assurance and IV&V
- **Indiana***: data warehouse operations and maintenance
- **Iowa**: planning support
- **Maine***: IES, staffing, PMO and consulting
- **New Hampshire**: quality assurance and IV&V
- **New Mexico**: IV&V and implementation support
- **New York**: quality assurance and IV&V
- **Oklahoma**: PMO, IV&V, and planning/ implementation support
- **Rhode Island***: systems development and maintenance
- **Tennessee**: IV&V and planning/implementation
- **Washington**: procurement support
- **Puerto Rico**: IV&V

  ** Further described in Part 5, Bidder Experience.*

NTT DATA has a long history of collaborative partnerships with Health and Human Services agencies, providing a breadth of systems integration services for eligibility, enrollment, case management, reporting, and analytics. We have relevant industry experience and employ qualified experts delivering value on large and complex, multi-vendor, public sector IT engagements across all phases of the SDLC. In addition to our skilled NTT DATA employees, we have cultivated a network of Albany-based qualified subcontractors with niche expertise who can further augment our team's capabilities and expertise.

1.3. Requirements Understanding

Understanding of the RFP Requirements and ITS' Needs/Approach. NTT DATA understands the criticality of the Integrated Eligibility System and its impact on New Yorkers seeking access to information and assistance. We have worked hand-in-hand with the agencies that utilize it as a tool for facilitating access to the most efficient care and support benefits. This system is critical, supporting the services of agencies such as the Office of Temporary and Disability Assistance and DOH, and we know first-hand the importance of the services being requested in Lots 1 and 2. As Maine's primary vendor, we deliver integrated eligibility business and technology services similar to the scope of work included in this RFP, and we understand the intricacies of providing system integration services for the areas of eligibility determination, benefits enrollment, and individual case management.

Reporting and analytics are another critical component for our state partners. NTT DATA will help to enable comprehensive and accessible report and analytics functions for State agencies that not only help them meet their operational needs and drive decision making, but also provide the important federal reporting that supports each program's progress reporting and funding. Analytics help identify areas of need and innovation to improve service delivery to the citizens of New York.

How NTT DATA will Assist ITS in Accomplishing its Objectives. We bring innovative IT thinking that will assist ITS in solving complex problems and meeting business objectives. We focus on collaborative partnerships and will integrate seamlessly with the State's tools, processes, methodologies, and technology platforms to effectively deliver IT solutions and business value. As we convey in Part 5, NTT DATA is embedded within the Maine, Rhode Island, and Indiana teams today using their platforms, tools, and processes to deliver services similar to those requested in this RFP.

NTT DATA's 20-year partnership with the State of Maine demonstrates our ability to work as a long-term IT partner and perform the full range of SDLC services for an agency providing integrated eligibility services. Through our partnership with Maine the program has evolved and expanded, delivering critical services to the State's most vulnerable citizens. We take this partnership and our responsibility to provide innovation, quality, and talent very seriously. Whether setting up a project management office to drive project success, managing development teams helping to modernize legacy systems, or simply establishing repeatable testing processes for ongoing defect resolution initiatives, we are committed to providing value in every aspect of our participation and partnership.

Understanding of the RFP Scope of Work. ITS' approach for dividing the requested services into four distinct lots and seeking an expanded, more qualified vendor pool to choose from allows ITS to increase competition and improve both innovation and cost competitiveness, while helping to ensure the services are delivered by experienced vendors with pertinent qualifications. Tier I allows bidders to demonstrate their experience in a specific Lot, while Tier II enables ITS to consider competitive bids and innovative approaches before determining project awards.

Effort, Skills, and Processes to Successfully Complete RFP Services While Adhering to the State's Tools, Methodologies, and Technologies. NTT DATA's previous experience, in Part 5, showcases the effort, skills, and proven processes our team will put forth to successfully deliver the integrated eligibility system integration services required by the RFP. NTT DATA is well versed in all aspects of the SDLC and has a deep bench of subject matter and technical experts ready to deploy upon Tier II Assignment. While NTT DATA has state of the art tools, methodologies, and technology offerings to share with ITS, we also understand the intent of integrating with the State's chosen platforms, for which we are capable and willing to do. As a technology agnostic vendor, we tailor our solutions to meet the State's needs, not ours.

1.4. NTT DATA Corporate/Business History, Mission Statement, Employees Per Position, and General Information

Corporate/Business History. NTT DATA partners with clients to navigate and simplify the modern complexities of business and technology, delivering the insights, solutions and outcomes that matter most. We produce tangible business results by combining deep industry expertise with applied innovations in digital, cloud, and automation across a comprehensive portfolio of consulting, application, infrastructure and business process services. As the North American arm and largest division of NTT DATA Corporation, a top 10 global business and IT services provider, we employ more than 50,000 IT professionals and excel in blending IT and business expertise with decades of public sector industry know-how, helping our clients improve their operations in a measurable, sustainable way.

We continue to grow. In 2016, NTT DATA acquired Dell Services, the IT services business unit of Dell, which doubled the size of our workforce. Further strengthening our public sector and healthcare industry capabilities, we acquired a division of Cognosante, a market-leading IT consultancy that supports state health and human services agencies, and NETE, a federal healthcare IT services company.

Mission Statement. NTT DATA uses IT to create new paradigms and values, which contribute to a more affluent and harmonious society. Working within our primary field of business – information technology – NTT DATA aims to create architectures for the future and new values for our clients and society. Our primary motivation is not the pursuit of profit for ourselves, but rather to contribute to the growth and evolution of society in the countries in which we operate. This is NTT DATA's social responsibility. It is our reason for existence.

Employees Per Position. NTT DATA has a large pool of system integration experts who provide services across the breadth of the SDLC for public sector clients. Nationally, NTT DATA employs nearly 19,000 people performing system integration services and specifically 178 performing these services for New York State Public Sector clients, further detailed in Figure 1.

Public Sector Systems Integration Services Employees per Position		
Job Title	**NTT DATA**	**NY State**
Business Analyst	2,778	34
Developer	5,680	31
Architect	792	16
Project Manager	1,488	34
Trainer	235	
Tester	1,800	2
Security Analyst	737	6
Specialist	5,283	55
	18,793	**178**

Figure 1. NTT DATA employs many experienced system integration employees.

General Information. In addition to our System Integration services and expertise in Lots 1 and 2, NTT DATA has a broad range of capabilities and service offerings that can benefit ITS and its contracting agencies in achieving their goals for the IES Workstreams identified in the RFP and other future initiatives. These additional capabilities include:

- **Consulting Services.** With technology evolving so quickly, it can be difficult for large organizations like ITS to decide how to get ahead of the technology curve. We can help by developing a roadmap for transformation, then guiding its implementation through program management, organization change management (OCM), or other services. OCM services, in particular, are critical for business adoption of constantly evolving business requirements for delivering integrated eligibility services. Whether it be from state or federal mandates, or just the natural evolution of technology advancement, business users need effective change management to drive adoption and combat the natural resistance to change.
- **Digital and Application Services.** NTT DATA develops, manages, and modernizes applications and systems of all kinds. We provide these services using delivery models that range from full outsourcing of complete systems and programs to staff augmentation services. Through these services, we implement newer technologies and simplify IT in ways that boost functionality, improve client performance, contain costs or use savings for new initiatives and enhancements. State agencies are looking toward technology to improve consumer interaction and using data to drive decision making—NY needs a partner that has a vision for the future tailored to meet ITS' needs.
- **Infrastructure Services.** Our infrastructure services range from end user computing services and managed IT security services to an array of data center and infrastructure management services. This is relevant to ITS and the system integration services requested in this RFP because the infrastructure is what supports the applications and understating how the two are interdependent is critical to ensuring software development activities reflect the broader platform requirements of the underlying technology. Performing either infrastructure or application services in silos will result in a lack of integration between interfaces, inefficiency, or redundancy and rework.
- **Cloud Services.** NTT DATA modernizes, operates, and manages cloud-based solutions, including hybrid solutions that involve a mix of on-premises and cloud components. As New York State looks toward its future and Cloud Computing, NTT DATA has the expertise and experience to help ITS achieve their strategic vision and partner with industry leading cloud vendors. NTT DATA offers a range of IT services that can improve every dimension of government operations.

- 9th largest Managed Services Cloud Infrastructure Services by marketshare, Gartner, 2018
- Microsoft Azure Azure High Potential (HiPo) Partner
- Amazon Web Services (AWS) Strategic Partner

1.5. Proposed Tier II Assignment Activities

As part of receiving a Tier II Assignment, NTT DATA understands that a quick turn-around and decisive action will be required to meet the tight timelines of ITS and the contracting agency and begin providing

services. In anticipation of a potential Tier II Assignment award, our team will already be planning by defining our technical approach, developing our staffing and subcontracting plans, assigning a project manager, and evaluating risks.

Upon award, we will quickly engage and onboard qualified resources from relevant public sector projects, industry verticals, and practice teams. Our Engagement Executive and assigned project manager will meet with project stakeholders from ITS and the applicable State agency to define the project scope, schedule, and evaluation criteria. The project manager will initiate and oversee planning and scheduling activities and project structure, as these elements are critical to starting a project quickly and sustaining quality delivery throughout all phases of the SDLC. Project management is a core discipline of NTT DATA, further discussed in Part 3, Project Overview, and we carefully plan for and manage the ongoing activities and deliverables associated with managing project scope, schedule, cost, quality, communications, risk, governance, and change management. In addition to ramping up our skilled NTT DATA employees assigned to the project, we have cultivated a network of qualified subcontractors with niche expertise who we can use to quickly source candidates, including those that are local to Albany, to meet the needs of the IES.

1.6. Agreement Statements

NTT DATA, as part of this response, agrees to:

a.) Maintain an adequate organizational structure and resources sufficient to discharge its contractual responsibilities including monitoring Contract activities, deliverables, invoicing, billing, and personnel issues. Our Engagement Executive, Scott Greer, has over 22 years of experience delivering complex IT projects for public sector human services clients in multi-vendor environments. Mr. Greer will meet regularly with ITS, bringing both the knowledge and authority to engage the necessary resources as needed for any Tier II Assignments. He will work closely with our resource management and staffing groups, contracts, legal, and billing departments to sustain NTT DATA's delivery of consistent, high-quality performance for the duration of the contract.

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. As referenced above, Scott Greer will be our Engagement Executive and sole point or contact for all day-to-day contract communications and he is authorized to attain the appropriate resources to achieve contractual responsibilities. He will be available to ITS via email scott.greer@nttdata.com, telephone (617) 733-1138, or in-person as needed.

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. Should personnel issues arise, we will work quickly with our global resource management team to resolve any issues and find suitable staffing replacements to the satisfaction of the State.

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. NTT DATA prides itself on being a trusted advisor that knows how to navigate the complex, multi-vendor environments that exist within public sector engagements. We understand the delicate balance of managing these relationships and we are committed to serving ITS as a collaborative partner with the best interest of NYS at the forefront of all project services we deliver.

2 Minimum Bidder Qualifications (RFP 4.5.4, Attachment 16, Part 2)

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."

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.	

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:	Engagement # 1 Automated Client Eligibility System (ACES)
Client Name(s):	Maine Department of Health and Human Services
Dates (month/year) of Experience (including date the engagement started and ended or is scheduled to end):	Current 7/2015 thru 6/2020 Prior contracts started 12/2000
Client Contact Name and Title:	Karen Curtis, Deputy Director Office of Information Technology
Phone Number:	(207) 624-9509
Email:	Karen.Curtis@maine.gov
Alternate Client Contact Name and Title:	Gilman R Ouellette Sr., Director, Application Development-DHHS
Phone Number:	(207) 624-8898
Email:	Gilman.R.Ouellette@maine.gov

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.	

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:	Engagement # 2 Support and Maintenance of Rhode Island Children's Information System (RICHIST)
Client Name(s):	Executive Office of Health and Human Services and the Department of Administration on behalf of the Department of Children, Youth & Families
Dates (month/year) of Experience (including date the engagement started and ended or is scheduled to end):	2/2009 thru 1/2021
Client Contact Name and Title:	Leon Saunders, Agency IT Manager (DCYF)
Phone Number:	(401) 528-3850
Email:	Leon.Saunders@doit.ri.gov
Alternate Client Contact Name and Title:	Michelle Lanciaux, Agency IT Manager (OHHS)
Phone Number:	(401) 462-3905
Email:	Michelle.Lanciaux@doit.ri.gov

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.	

RFP# C000540 IES System Integrator Master Service Agreement

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:	Engagement # 3 Enterprise Data Warehouse
Client Name(s):	State of Indiana Family and Social Services Administration
Dates (month/year) of Experience (including date the engagement started and ended or is scheduled to end):	4/2001 thru 12/2022
Client Contact Name and Title:	Joseph (Brad) Ross, Contract Manager
Phone Number:	(317) 234-1248
Email:	Joseph.Ross@fssa.in.gov
Alternate Client Contact Name and Title:	Jon (Mark) Wiley, Sr. Manager, Data and Analytics
Phone Number:	(317) 232-4308
Email:	Jon.Wiley@fssa.in.gov

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RFP# C000540 IES System Integrator Master Service Agreement

LOT-SPECIFIC MINIMUM BIDDER QUALIFICATIONS

Table 2 Lot #1 - Eligibility, Enrollment, and/or Case Management Project Engagement	
Minimum Bidder Qualifications	
Lot 1 Qualification: The Bidder must represent and warrant that it possesses at least three (3) years of experience as the prime contractor on an eligibility, enrollment, and/or case 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 and the software solution developed was used by and met both common and differing needs of multiple business units (e.g., finance department, agency policy office) or program areas (e.g., SNAP, HEAP). *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 an eligibility, enrollment, and/ or case 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 and the software solution developed was used by and met both common and differing needs of multiple business units (e.g., finance department, agency policy office) or program areas (e.g., SNAP, HEAP).	☒ **Yes** ☐ **No**
Project Engagement # and Name:	Engagement # 1 Automated Client Eligibility System (ACES)
Client Name(s):	Maine Department of Health and Human Services
Client Contact Name and Title:	Karen Curtis, Deputy Director Office of Information Technology
Phone Number:	(207) 624-9509
Email:	Karen.Curtis@maine.gov
Alternate Client Contact Name and Title:	Gilman R Ouellette Sr., Director, Application Development-DHHS
Phone Number:	(207) 624-8898
Email:	Gilman.R.Ouellette@maine.gov

Dates (month/year) of Experience (including date the engagement started and ended or is scheduled to end):	7/2015 thru 6/2020

Table 2 Lot #1 - Eligibility, Enrollment, and/or Case Management Project Engagement	
Minimum Bidder Qualifications	
Lot 1 Qualification: The Bidder must represent and warrant that it possesses at least three (3) years of experience as the prime contractor on an eligibility, enrollment, and/or case 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 and the software solution developed was used by and met both common and differing needs of multiple business units (e.g., finance department, agency policy office) or program areas (e.g., SNAP, HEAP). *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 an eligibility, enrollment, and/ or case 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 and the software solution developed was used by and met both common and differing needs of multiple business units (e.g., finance department, agency policy office) or program areas (e.g., SNAP, HEAP).	☒ **Yes** ☐ **No**
Project Engagement # and Name:	Engagement # 2 Support and Maintenance of Rhode Island Childen's Information System (RICHIST)
Client Name(s):	Executive Office of Health and Human Services and the Department of Administration on behalf of the Department of Children, Youth & Families
Client Contact Name and Title:	Leon Saunders, Agency IT Manager (DCYF)
Phone Number:	(401) 528-3850
Email:	Leon.Saunders@doit.ri.gov
Alternate Client Contact Name and Title:	Michelle Lanciaux, Agency IT Manager (OHHS)
Phone Number:	(401) 462-3905
Email:	Michelle.Lanciaux@doit.ri.gov

Dates (month/year) of Experience (including date the engagement started and ended or is scheduled to end):	2/2009 thru 1/2021

Table 2 Lot #1 - Eligibility, Enrollment, and/or Case Management Project Engagement	
Minimum Bidder Qualifications	
Lot 1 Qualification: The Bidder must represent and warrant that it possesses at least three (3) years of experience as the prime contractor on an eligibility, enrollment, and/or case 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 and the software solution developed was used by and met both common and differing needs of multiple business units (e.g., finance department, agency policy office) or program areas (e.g., SNAP, HEAP). *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 an eligibility, enrollment, and/ or case 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 and the software solution developed was used by and met both common and differing needs of multiple business units (e.g., finance department, agency policy office) or program areas (e.g., SNAP, HEAP).	☒ **Yes** ☐ **No**
Project Engagement # and Name:	Engagement # 3 Enterprise Data Warehouse
Client Name(s):	State of Indiana Family and Social Services Administration
Client Contact Name and Title:	Joseph (Brad) Ross, Contract Manager
Phone Number:	(317) 234-1248
Email:	Joseph.Ross@fssa.in.gov
Alternate Client Contact Name and Title:	Jon (Mark) Wiley, Sr. Manager, Data and Analytics
Phone Number:	(317) 232-4308
Email:	Jon.Wiley@fssa.in.gov
Dates (month/year) of Experience (including date the engagement started and ended or is scheduled to end):	4/2001 thru 12/2022

Table 3 Lot #2 - Reports and Analytics Project Engagement	
Minimum Bidder Qualifications	
Lot 2 Qualification: The Bidder must represent and warrant that it possesses at least three (3) years of experience as the prime contractor on a reports and analytics 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 reports and analytics 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:	Engagement # 1 Automated Client Eligibility System (ACES)
Client Name(s):	Maine Department of Health and Human Services
Dates (month/year) of Experience (including date the engagement started and ended or is scheduled to end):	Current:7/2015 thru 6/2020 Prior contracts started in 12/2000
Client Contact Name and Title:	Karen Curtis, Deputy Director Office of Information Technology
Phone Number:	(207) 624-9509
Email:	Karen.Curtis@maine.gov
Alternate Client Contact Name and Title:	Gilman R Ouellette Sr., Director, Application Development-DHHS
Phone Number:	(207) 624-8898
Email:	Gilman.R.Ouellette@maine.gov

Table 3 Lot #2 - Reports and Analytics Project Engagement	
Minimum Bidder Qualifications	
Lot 2 Qualification: The Bidder must represent and warrant that it possesses at least three (3) years of experience as the prime contractor on a reports and analytics 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 reports and analytics 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:	Engagement # 2 Support and Maintenance of Rhode Island Children's Information System (RICHIST)
Client Name(s):	Executive Office of Health and Human Services and the Department of Administration on behalf of the Department of Children, Youth & Families
Dates (month/year) of Experience (including date the engagement started and ended or is scheduled to end):	2/2009 thru 1/2021
Client Contact Name and Title:	Leon Saunders, Agency IT Manager (DCYF)
Phone Number:	(401) 528-3850
Email:	Leon.Saunders@doit.ri.gov
Alternate Client Contact Name and Title:	Michelle Lanciaux, Agency IT Manager (OHHS)
Phone Number:	(401) 462-3905
Email:	Michelle.Lanciaux@doit.ri.gov

Table 3 Lot #2 - Reports and Analytics Project Engagement	
Minimum Bidder Qualifications	
Lot 2 Qualification: The Bidder must represent and warrant that it possesses at least three (3) years of experience as the prime contractor on a reports and analytics 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 reports and analytics 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:	Engagement # 3 Enterprise Data Warehouse
Client Name(s):	State of Indiana Family and Social Services Administration
Dates (month/year) of Experience (including date the engagement started and ended or is scheduled to end):	4/2001 thru 12/2022
Client Contact Name and Title:	Joseph (Brad) Ross, Contract Manager
Phone Number:	(317) 234-1248
Email:	Joseph.Ross@fssa.in.gov
Alternate Client Contact Name and Title:	Jon (Mark) Wiley, Sr. Manager, Data and Analytics
Phone Number:	(317) 232-4308
Email:	Jon.Wiley@fsSsa.in.gov

NTT DATA is not competing for Lot #3.

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):	thru
Client Contact Name and Title:	
Phone #:	
Email:	
Alternate Client Contact Name and Title:	
Phone #:	
Email:	

NTT DATA is not competing for Lot #4.

Table 5 Lot #4 – Fair Hearings Project Engagement	
Minimum Bidder Qualifications	
Lot 4 Qualification: The Bidder must represent and warrant that it possesses at least three (3) years of experience as the prime contractor on a public sector fair hearings or appeals 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 public sector fair hearings or appeals 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):	thru
Client Contact Name and Title:	
Phone Number:	
Email:	
Alternate Client Contact Name and Title:	
Phone Number:	
Email:	

3 Project Overview (RFP 4.5.5, Attachment 16, Part 3)

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.

Competence and Capacity to Provide System Integration Services.

NTT DATA has the competence and capacity to deliver the full breadth of the SDLC for system integration engagements. We follow industry best practices for system and application development that facilitates successful development, maintenance and operations of mission critical systems for our clients. We are able to bring this knowledge and experience to benefit dozens of state, local, and federal government clients. While we will be adhering to the NYS SDLC for projects under the IES MSA, NTT DATA brings a Three Streams of Execution Model, shown in Figure 2, to keep us focused on key elements of any development project: business, user, and system components.

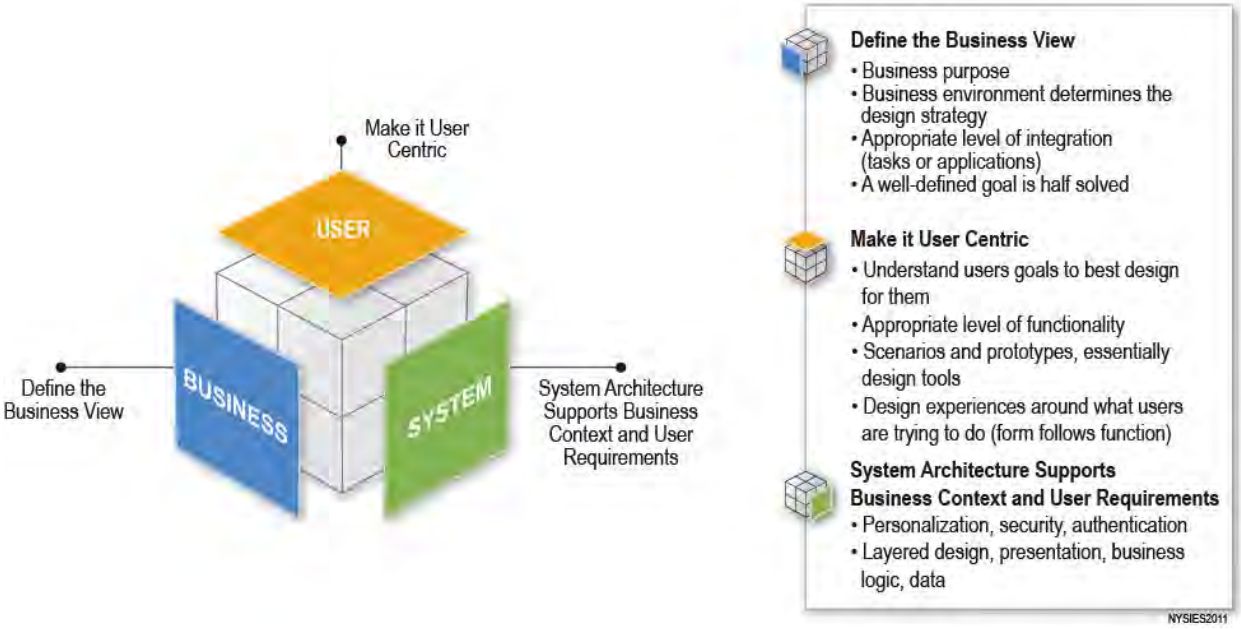

Figure 2: NTT DATA will follow the NYS SDLC with a focus on Three Streams of Execution.

By keeping these three streams of execution at the forefront, we work effectively to develop and integrate systems that fit the system architecture of the organization, the mission or business requirements, and end user-centric requirements. NTT DATA will seek to use this model within the NYS SDLC to meet the IES mission, vision, and business objectives outlined in RFP Appendix K.

Specific competencies and capabilities NTT DATA offers NYS IES projects in the areas of scope defined in RFP Section 2.1 are presented below.

- **Developing system code.** Typically, in pursuing an enhancement, we begin by defining requirements. The next step is to involve developers in developing the enhancement. Our developers create a design document, and perform coding, unit testing, and verification. Once verified that it meets requirements, the code is then migrated to production and transitioned to operational mode. The Rhode Island Children's Information System (RICHIST) engagement requires the NTT DATA team to maintain and enhance the code base for the State's Child Welfare Case Management System.
- **Configuring COTS products.** NTT DATA was responsible for configuring the Salesforce product used to develop the Massachusetts Department of Public Safety's (DPS) inspections and permitting system that controls all commercial permits and physical inspections for the Commonwealth.
- **Documenting system design and architecture.** NTT DATA develops a variety of documentation such as detail on user stories, system design documents (SDD), technical and system architectures, test plans, requirements definitions and traceability matrices (RTMs), among others. We share these documents with our client for final approval. We could do this after a single sprint (if sprints are used), or, in the case of a single enhancement that stretches out over several sprints, we would likely wait until

the enhancement is complete before presenting documents for approval. NTT DATA is responsible for documenting the infrastructure and architecture in Rhode Island for the combined Health Insurance Exchange and Integrated Eligibility System.

- **Documenting requirements and maintaining traceability matrices.** NTT DATA has a mature Business Analysis Practice comprised of International Institute of Business Analysis (IIBA) and Guide to the Business Analysis Body of Knowledge (BABOK) thought leaders and Certified Business Analysis Professionals (CBAP). On many projects, we bring in business domain subject matter experts (SME) who work in synchronization with business analysts, business stakeholders, and other SMEs. NTT DATA brings this reach back to business process experts, defines, refines, and manages requirements.

  Having complete requirements is a key component to successfully building a solution for the users. We have an approach to working with the users, stakeholders, and leadership to gather requirements. For the NYS IES system integration projects, we will apply our experience and capabilities to gather, consolidate, and maintain the following types of requirements:

  - **Functional Requirements** typically describe the details of a function, a feature or a behavior of the system. Functional requirements should be the basis for test cases during system testing. Examples of this type of requirement include business rules, data collected, validations, reporting, etc.
  - **Non-Functional Requirements** typically describe how a system should operate. These requirements typically include items such as performance, disaster recovery, security, and scalability.
  - **System Requirements** typically describe system specifications. System specifications can include details about the solution's servers and software. These requirements can also include specifications for end user devices, operating systems, and browsers.
  - **Interfacing System Requirements** describe the details for system integrations and interfaces. The Office of the Attorney General (OAG) should have interface agreements with the system owners for each of the integrations and interfaces. Like functional requirements, interfacing system requirements should be testable and be used to develop test scripts for integration testing.
  - **Service Management Requirements** describe details for IT service delivery. This typically involves design, development, delivery, operations, etc. This type of requirement is usually driven by policies and rules.
  - **Transition Process Requirements** describe details for the transition of the system from NTT DATA back to the NYS IES program. These requirements likely include aspects such as staff, types of training, and transition approach.
  - **Data Conversion Requirements** describe the detailed requirements for data conversion. These requirements include data sources, record counts, data elements needing to be converted, data retention, etc.

  To produce clear documentation so that everyone has the same understanding of the underlying business need and how it will be met by a specific solution, NTT DATA includes both text and diagrams, and adheres to standards and templates that are established by mutual agreement between IT and program stakeholders. We employ many document and artifact templates from our Business Analysis Practice. These templates have been honed from years of project experience, and we can draw on them as needed for this engagement. Depending on the kind of requirement: general system, technical, functional, non-functional, interface, data conversion, service management, or transition process, we may use formats such as context or scoping diagrams, organization models, use case diagrams, persona descriptions, user stories, process modeling, data modeling, state diagrams, sequence diagrams, data flow diagrams, interconnect designs, and service blueprints.

  We will work within the NYS SDLC processes for requirements management or can help establish processes that can assess current business processes and define new, or refine existing, business processes to achieve the desired efficiencies. Our business analysts work as part of the broader enterprise architecture strategy, wherever required, to ensure that strategy defines the requirement management and the findings from requirements management go back into business process optimization. We facilitate requirements gathering through a range of elicitation techniques to engage stakeholders and extract information.

NTT DATA's competence in this area is evident, based on multiple current programs including on the Maine ACES project. NTT DATA is responsible for documenting requirements and maintaining traceability matrices for all new enhancements done to the State's Integrated Eligibility System.

- **Purchasing software licenses.** NTT DATA performs software license management on numerous engagements. This experience includes identifying software applicable to the environment and enterprise architecture, software purchasing, testing, license maintenance, and upgrade/release management as well as deployment. In Rhode Island, NTT DATA is responsible for purchasing all software licenses required to maintain the technical infrastructure that runs their IES.
- **Installing and configuring hardware and software.** NTT DATA has performed thousands of installations including hardware, peripherals, images, and applications and software. We perform configuration management, staging and kitting, testing, asset management, and post-deployment user support. In Maine and Rhode Island, NTT DATA installs and configures both hardware and software for the State's Integrated Eligibility programs.
- **System testing and defect resolution.** NTT DATA checks the quality of development and enhancements by testing their integrity and verifying that existing functionality continues to work as designed. Our team makes sure new releases, enhancements, or application modules undergo multiple levels of testing, including unit testing, system testing, integration testing, stress testing, regression testing, and functional testing as appropriate using manual or automated means. NTT DATA's operations and maintenance team at the Department of Children, Youth and Families in Rhode Island is responsible for all system testing of new system enhancements and defect resolutions as part of our ongoing scope of work.
- **Release and deployment management.** As part of the release management, our team prepares lists of deployable components and migration checklists. Once each checklist has been verified, code is migrated into production. For the Massachusetts Department of Public Safety, NTT DATA was required to plan and coordinate all software releases, manage deployments, and provide release notes.
- **Tier 2-4 help desk support.** NTT DATA has provided help desk support services with single point of contact for resolving technical issues, application support, and business requests. Our service desks offer 24x7 global coverage, multi-language support, and multi-channel access for a broad variety of support functions to ensure our clients are successful. We also include multi-level support and continuous improvement in our service desk solutions. We follow IT Infrastructure Library (ITIL) and IT Service Management (ITSM) processes and best practices for all levels of help desk support; have experience with a variety of platforms (e.g., ServiceNow, Remedy); and are adept at meeting and exceeding service level agreements (SLAs) and other performance requirements. We bring this experience and expertise to the NYS IES Program. Our competence is evident by our work in the State of Georgia, where NTT DATA provides all levels of help desk support and end user computing services for the Georgia Technology Authority, a statewide shared services platform.
- **Knowledge transfer with State technical staff.** Documentation and reporting are key to transferring knowledge on each project. As discussed above, we thoroughly document activities and findings, report them to our clients, and work with them to develop or use existing repositories and reporting mechanisms to make all documentation available to stakeholders. Knowledge transfer can also be accomplished through training as described below. For the State of Maine's Integrated Eligibility program, NTT DATA is responsible for the continuous knowledge transfer with State technical staff when new system enhancement or support programs are introduced as part of our ongoing operational management responsibilities.
- **Data conversation and synchronization.** For more than 20 years, NTT DATA has been providing tailored data conversion and management solutions to our clients. NTT DATA draws upon more than 5,500 consultants throughout the globe and strategic research and development (R&D) investments to assemble an industry-leading suite of services, including data management and integration. We have data conversion experience across a wide variety of technologies and software products. For the Massachusetts State Retirement Board, NTT DATA was responsible for an extensive data conversion and synchronization effort over a 15-month project converting a 30-year-old legacy mainframe system to a state-of-the-art web-based pension system.

- **Project management.** As an experienced prime contractor, NTT DATA has institutionalized project and program management processes that enables success of projects within scope and budget. Our project management approach is detailed in the next section. For the Massachusetts State Lottery Commission, NTT DATA was responsible for establishing the project management office (PMO) and providing project management oversight for the Lottery's $50 million dollar upgrade to the gaming system that runs all Lottery games for the Commonwealth.
- **Reporting.** NTT DATA performs reporting on all its prime contracts as part of our program management methodology. This may include weekly, monthly, and annual reports as required in formats developed in concert with our clients. We have developed reporting dashboards and created automated reporting where possible. We employ a comprehensive and data driven approach to measuring and reporting project performance. We believe in a "no surprises" approach to monitoring and controlling projects, so that each level of project governance, from our team upward, has the information they need to make decisions with full situational awareness. In the State of Indiana, NTT DATA is responsible for the maintenance and enhancement of the Family and Social Services Administration (FSSA) Social Services Data Warehouse (SSDW), which requires extensive data mining and reporting.
- **Training.** Training and knowledge transfer play a critical part in achieving change objectives and user adoption. Training leads the way in educating and preparing users from a systemic and business processes perspective. NTT DATA has decades of experience developing and delivering training for the large organizations we serve. This includes industry-standard training in agile software development, project management, ITIL fundamentals, and program/system-specific processes. We also provide technical training in legacy and current technologies along with end-user training for the tools and applications we develop for our clients. Typically, in developing and delivering training, we use NTT DATA's Analysis, Design, Development, Delivery, and Assessment (AD3A) Methodology for instructional design. This methodology promotes quality and consistency in all training materials we develop. By using this proven methodology, our training deliverables meet or exceed learning objectives. We provide train-the-trainer, classroom, and online training as appropriate; develop curricula; communicate trainings; and track/report training participation and satisfaction. With Rhode Island Department of Children, Youth and Families (DCYF), NTT DATA implemented a pilot program for a mobile case notes technology that required extensive hands-on classroom training with State Caseworkers. The case notes technology used a web-based system module on tablets allowing Caseworkers to manage their workload remotely utilizing real-time update capabilities while in the field.
- **Organizational change management and site readiness activities.** OCM is a crucial element within a business transformation effort. NTT DATA understands the importance of reducing the impact of change on stakeholders, proactively managing the acceptance process, and using steps to fully accept change by internalizing it and addressing obstacles that may surface. NTT DATA's approach to OCM focuses on an organization's most important asset – its people. It is based on a comprehensive organizational change assessment and change mobilization process designed to increase stakeholder awareness and support for these changes. The implementation focuses on helping the client achieve mission and business results and systematically managing change by addressing the drivers of change – leadership, culture, commitment, capabilities, structure, communications, and performance – while integrating people, processes, and technologies to achieve improved organization performance. Our OCM objectives are to:
  - Help users understand the reasons for change
  - Encourage their involvement and gain insights
  - Create understanding and commitment
  - Ensure the capabilities to make needed adjustments are in place
  - Promote user adoption
  - Measure the sustainability of the change to ensure users are leveraging the new tools and processes for maximum ROI

At the Massachusetts State Lottery Commission, NTT DATA developed and delivered a comprehensive OCM plan that helped users prepare for and adopt the new technologies supporting their gaming system transformation project.

Project Approach and Fulfillment of Services (RFP Section 2.1). In Part 6, we describe our approach to meeting the services outlined in Section 2.1 of the RFP, staffing all Tier II Assignments with a highly qualified team. We understand the transition of our personnel must be quick and effective. Given our 27 years of experience providing staffing services to the State, we have a strong appreciation of the challenges associated with ramping up our IT professionals so they can quickly become productive. As part of our Tier II response, we will identify knowledge areas required for transition-in.

Our teams will have access to our comprehensive process asset library (PAL) that provides both project management and technical engineering templates, tools and methodologies, delivery process standards, and checklists which enable our teams to bring best practices, based on decades of experience, to the project.

On the technical side, we have processes and checklists that are derived from industry best practices and standards providing guidance and checks for all types of activities including database design and management, business analysis and requirements traceability, programming and testing, system architecture, and use of current tools and practices. These will complement our use of State tools and processes.

On the project management side, we use the Services Project Management Framework (SPMF), shown in Figure 3 to manage projects. SPMF integrates eight critical aspects (modules) of project management, enabling NTT DATA project managers to maintain strict adherence to budget, schedule, scope and quality by providing accurate and timely visibility throughout the life of the program. SPMF is Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) compliant and is consistent with the State of New York's project management methodology.

Figure 3. NTT DATA's SPMF aligns with the State's project management methodology and provides transparency, predictability, and accountability for project management.

In each of the eight modules of SPMF, detailed processes and step-by-step procedures are provided to enable our project managers to manage, analyze, monitor, and control program costs, schedule, performance, and quality.

Our technical and project management PAL was used to achieve ISO 9001 Quality Systems Management compliance, as well as the highest level of Capability Maturity Model Integration (CMMI) 2.0, level 5 for both Development and Services. The Level 5 rating signifies that our organization can assess and improve processes continuously for improved results. Through the PAL, the assets used to attain these achievements are available to our project teams working on any Tier II Assignments.

What makes our approach to project management unique is our solid project delivery foundation, depicted in Figure 4, focused on project success. We have a support infrastructure in place to support NTT DATA project managers as they lead their projects. This includes quarterly project reviews by our Delivery Excellence group, who verify projects remain on schedule, within budget, and that client requirements are being met. Also, at the foundation of our model is recognition that competency building is required to enhance the skills and knowledge of our project managers. The skills development opportunities for project managers is further described in Section 6.3, Organizational Capacity and Skills Development for Specific Job Titles.

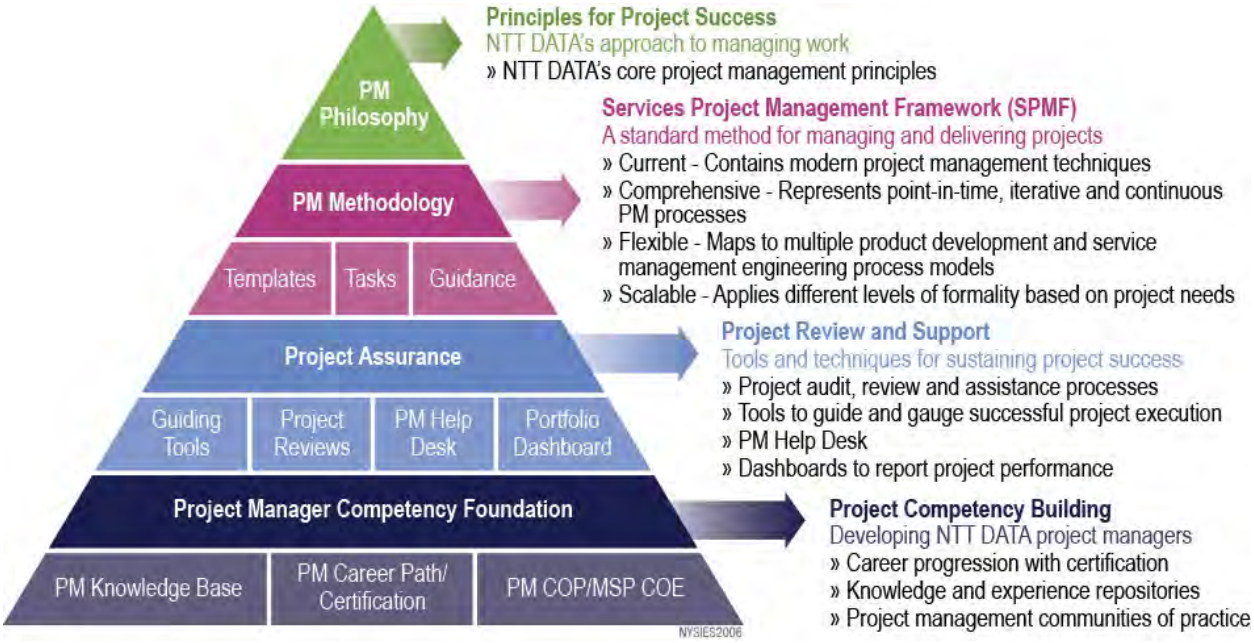

Figure 4. NTT DATA's supportive project environment provides all elements for project success and supports project manages through all stages of project execution.

NTT DATA has the technical experience in all the technical areas outlined in Section 2.1 of the RFP. When combining the quick start provided by our transition-in, the availability of our PAL, SPMF, and our corporate focus on project success, we are confident we can provide a highly productive, quality-oriented team and project delivery in support of any Tier II Assignment.

Critical Success Factors for System Integration Projects. Identifying the critical success factors in a multi-vendor environment allows management to focus on the areas that are most important to enable and influence the achievement of strategic project goals. In our experience, we have identified the top critical factors (Figure 5) for the success of complex system integration projects, such as the project outlined in the RFP.

Figure 5. Early identification of system integration project critical success factors improves our ability to mitigate risks and achieve project goals/successful outcomes.

Critical Success Factor	NTT DATA Approach
Senior Management Support Senior management involvement is required to remove obstacles and meet project objectives.	• Implement a governance process that defines senior management involvement • Form a Senior Management Board with representation for all stakeholders • Facilitate regularly scheduled briefings and updates
End User Support and Buy-in Significant changes to current processes may be met with resistance from end users.	• Implement formal Organizational Change Management (OCM) • Involve users throughout the development effort • Monitor OCM and knowledge transfer • Monitor executive support, acceptance and early adoption • Provide continuous feedback so corrections may be made mid-stream
Planned Implementation Strategy Effective project management and oversight.	• Develop and follow a master plan/schedule • Perform scope, schedule, cost, and quality management • Use an Integrated Master Schedule: a master schedule linking all project dependencies • Implement clear communication channels with all project stakeholders including vendors • Manage changes to assess project-wide impacts • Implement a Configuration Control Board (CCB) with representation by all stateholders and vendors • Plan and implement formal Risk and Issues management using a shared risk and issue management solution • Follow an integrated release strategy

Incorporating Work Products into State Deliverables and SDLC. For all the project references provided in the Bidder Experience section of this response, NTT DATA's teams are embedded within State agencies and are responsible for incorporating work products into State deliverables and within adherence to the State SDLC. As an example, in Rhode Island, the NTT DATA operations and maintenance team produces business requirements collaboratively with State business users for new initiatives and system enhancements. These business requirement documents form the foundation of technical specifications that the State reviews and approves per State standards. The business requirements are then used to develop use cases and test scripts for technical and business validation through the testing and acceptance processes. All NTT DATA work products are used to create documentation of State systems modules, features, data models, and architecture that are kept up-to-date and maintained per state processes and standards.

3.1 Work Plan Incorporation into the State's Master Plan

As part of our response to a Tier II Assignment, NTT DATA will evaluate the State's master plan and integrated schedule to determine the optimum resource mix by labor category and hours required to provide the quality deliverables at required checkpoints. Our response to a Tier II Assignment will include alignment of work products to the integrated schedule following the State's SDLC, and work breakdown structure (WBS). If necessary, we will develop and maintain a more detailed schedule to track our tasks, which can be provided to the State in detail form or summarized at a State-defined WBS level. On other engagements, we typically provide this as part of our weekly status report. This status report will also verify attainability of contract objectives, evaluate progress towards meeting deliverables, and evaluate progress against related components of the integrated schedule to identify possible risks.

We have worked under the State's overall direction using the NYS SDLC, processes, and tools on multiple public sector engagements. In Rhode Island, in support of RICHIST, we augment a team of State employees working directly under the State Project Manager. We participate in quarterly governance meetings, after which we provide an updated schedule that reflects the State's priorities. If a higher

priority is introduced during the quarter, we quickly adjust resources and notify the State PM of the impact on other priorities. We provide the State PM with weekly status reports that reflect actual versus planned work completion. We follow State provided configuration management processes and release schedules delivering quality products for integration into system releases.

In support of the Automated Client Eligibility System (ACES) contract in Maine, our team works with multiple vendors and state employees on all projects. With access to the integrated project schedule, we coordinate delivery of services with all team members to make sure all checkpoints and deliverable schedules are met. As system releases include work products from multiple vendors, we work closely with the State through integration testing, training, implementation, and operations.

3.2 Adhering to State Processes and Technologies

NTT DATA will strictly adhere to the State's SDLC guidance with no deviations. Having worked on other engagements with the State of New York, our team is familiar with the State's project management methodologies, system development lifecycles, and other standards and requirements related to systems integration and software development. We have managed projects for numerous NYS agencies including the:

- Office of Temporary and Disability Assistance
- Department of Health
- Office of Mental Health
- Division of Criminal Justice Services
- Department of Transportation
- Department of Motor Vehicles
- Office of the Attorney General
- Board of Elections

For these agencies, NTT DATA has managed critical NYS programs and projects including the development, implementation, and support of the Electronic Clinical Laboratory Reporting System, the transition of the NYS email system from an on-premise Microsoft Exchange environment to a cloud solution with Office 365, implementation of a Highway Traffic System, and implementation and roll-out of the NYS SAFE Act program, to name a few. NTT DATA also provided programming services for the state's welfare management and related systems. As a result, NTT DATA has an understanding and appreciation for the complexity of the NYS eligibility systems. In each of these engagements, our consultants adhered to the State's processes, procedures, SDLC, while using state tools. Projects were managed in collaboration with state resources as well as contractors from other vendors. NTT DATA will leverage the knowledge and experience gained from these projects to accelerate support on Tier II Assignments.

We have supported the SDLC, depicted in the RFP Section 2.1 figure, for several similar engagements including ACES in Maine, RICHIST in Rhode Island, and the eligibility data warehouse in Indiana. In all three examples, we follow the project priorities and master schedule defined by the client.

We are also committed to using State-defined tools, operating platforms, and technologies; and our team members will be qualified in the tools and technologies identified for each assignment. Similar to this engagement, our teams in Maine and Rhode Island utilize all State-owned equipment, network access, and tools for supporting all contractual services. NTT DATA takes responsibility for making sure all processes, tools, interfaces, platforms, and methodologies are being used to meet client expectations.

3.3 Ability to Work in a Multi-Vendor Environment

The critical success factors for a system integration effort, listed in the introduction of Part 3, include several areas that are directly related to a multi-vendor environment. Our solutions for addressing these critical factors include: open communication, clearly defined roles and responsibilities, a master schedule linking all project dependencies, current and accurate status reporting, a shared risk and issue

management register and process, strong change management procedures to assess project-wide impacts, and a joint focus on project success. These solutions have been critical to both our success and that of our clients on multiple projects including several for New York State and with other state projects, such as those detailed in our references in Part 5.

As an example, in Indiana, we coordinate with over a dozen vendors on our data warehousing engagement (referenced as Project 3). Effective methods we use include governance activities like executive steering committees and change control boards, facilitating meeting with meeting minutes used to manage risks and issues and active management of action item lists.

In addition to vendors, we are also responsible for coordinating the needs of multiple state business units and programs including the Office of Hearing and Appeals, Division of Family Resources (including Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance for Needy Families (TANF), and Medicaid), the Child Support Bureau, Impact Subsystems, the Department of Workforce Development, and support of metrics for Food and Nutrition Service (FNS) and Centers for Medicare and Medicaid Services (CMS). Similarly, in support of RICHIST (referenced as Project 2), NTT DATA coordinates system updates and interfaces with other vendors to provide support to multiple state, federal, and private entities including the Rhode Island Department of Health and Human Services' Integrated Eligibility System, the Department of Child Support, the Department of Corrections, and CMS.

Our support of ACES in Maine (referenced as Project 1) requires coordination of efforts between other contractors, vendors, and the state itself on every project. In support of the Higher Opportunity for Pathways to Employment (HOPE) project, implemented in 2019, the project required a coordinated schedule for electronic benefit transfer (EBT) processing, webservices deployment, security, and infrastructure support. This required our team to coordinate delivery of services with DHHS, Office of Information Technology (OIT), and vendors KPMG, Swampfox, Information Resource Network - Maine (InforME), and Conduent. Our Project Manager coordinated an initial meeting with the internal team, client team, all vendors, and additional State of Maine agencies that could be impacted or included in the overall project. Requirements, tasks, and resource expectations were discussed, and a project plan was created and distributed to all entities. Resources were identified along with an outline of the expectations for success, which are communicated through meetings, Scrums, emails, and the JIRA application. We worked closely with the client's rules-based development vendor to discuss risks, blockers, resource constraints, and personnel issues. Our close coordination during Scrums, PM updates, and face-to-face discussions ensured both teams understood and focused on the requirements to meet or exceed the service expectations of our shared client.

As outlined in the RFP, the State's project management approach includes many of the risk mitigation techniques for a multi-vendor environment that we use, including the development of a master schedule and the use of a shared risk register. We will cooperate fully with the State's staff, advisors, and vendors, and will report activity updates and identify risks or issues promptly to the ITS representative. Through close collaboration with other vendors, we will remove any obstacles and provide weekly status shared with the client and primary vendors. These reports are critical to the success of open and honest communications and help us make sure that all entities involved understand the current status, potential risks or roadblocks, and the expected deployment schedule.

3.4 Managing Risks

To manage risk in a fast paced, multi-vendor environment, our project managers are trained to assess risk continuously, not just weekly or monthly. As a standard, we conduct ongoing risk management activities to reduce the occurrence of uncertain events by identifying and documenting them early, thereby allowing time for discussion and mitigation activities as needed. We consider risk management to be a core project management discipline and have built our approach on industry standards and best practices that comply with the PMI PMBOK and other applicable standards.

NTT DATA employs a risk management strategy that proactively identifies potential risks and develops mitigation and contingency plans. For our work assignments, we will work in the integrated risk

environment used by the engagement to manage risks regardless of whether they are identified by the NYS stakeholders, our team, or other providers in the multi-vendor environment. We will perform risk assessments throughout the life cycle of each assignment to identify risks, assess the probability of each risk, qualify, and quantify the potential impact, and develop a mitigation plan and contingency activities to be used should a risk become an issue. NTT DATA's approach to risk management is based on systematically planning, anticipating, and mitigating risks to proactively minimize the impact of each risk on the project. By identifying potential failures before they occur, we mitigate risk before a downward trend can emerge.

This approach to risk management has been used on other engagements, including with the State of New York, and is adaptable to any project. We will integrate our process to the State's risk management process, including recording risks and issues on a shared register and escalating risks within the defined timeframe. Key activities include risk planning, identification, analysis, response, control, documentation, and communication. Our risk management process in Figure 6, is aligned with the PMI process flow.

Figure 6. NTT DATA's approach to risk management involves detailed analysis and mitigation of risks.

NTT DATA's success in risk management is due to the emphasis we place on early and aggressive detection of risk; and constant focus on controlling or eliminating the risk and its associated cost, time, or scope impact. We use a formal risk register to manage, track and escalate risks to assure that risks are effectively mitigated.

3.5 Bidder's approach to scope, schedule, cost, and quality management, including ability to maintain strict adherence to budget

The project successes and performance achievements shared in the bidder experience examples, listed in Part 5, are indicative of NTT DATA's ability to manage scope, schedule, and cost and deliver quality products on time and within budget. For each work assignment, we will identify specifically who from the integrated team will perform these activities. Our focus on project success and the use NTT DATA's SPMF provides accountability and allows us to replicate successes from other projects on new projects. As part of our corporate focus on successful project delivery, the budget, schedule, scope, and performance will be reviewed on a quarterly basis during a project review with our management team and NTT DATA's Delivery Excellence group.

Our approach to scope, schedule, cost, and quality management are detailed below.

Scope Management. We manage scope by:

- Integrating our cost, performance, and schedule data
- Requirements management and traceability
- Participating in the State's change management processes

Our scope and acceptance management processes consist of tasks to plan, baseline, and control the project scope throughout the project lifecycle.

When we respond to a Tier II request, we will make sure we understand the work elements and requirements under project control so that we lay the foundation for estimating project effort, staffing, schedule, and cost. In addition, we tie requirements, acceptance criteria, and the standards for evaluation to project deliverables.

At each State-defined SDLC phase, we will elaborate scope definition and baseline it as more visibility is obtained. As deliverables are completed, they will be verified by the client against the acceptance criteria. Our project manager will track the State's acceptance keeping in mind that the approval cycle must be done within the agreed upon dates.

The scope defined in the initial project documentation may change during the project. The change may be initiated as a result of change in requirements or other project parameters. All these types of changes will to be carefully tracked and managed by following the State-defined change management process.

Schedule Management. Our goal for schedule management is to meet all project milestones on time and within cost estimates. We will accomplish this by preparing accurate estimates of task duration and effort, closely monitoring task progress, and controlling variances through effort optimization techniques.

When preparing our response to a Tier II Assignment, we will review the State's master plan to make sure we have a clear understanding of the tasks and milestones included in the work assignment, and identify tasks that are out of scope and could impact our schedule. We will verify alignment of work products to the State WBS, integrated schedule, and SDLC, highlighting tasks that are part of a critical path. If necessary, we will maintain a more detailed schedule to track our tasks, which we can provide to the State either in detail form or summarized at the State-defined WBS level.

As the scope of the project is continuously elaborated in every phase of the project, we will refine the schedule details accordingly, while maintaining consistency with the State's master schedule. The schedule will be maintained and updated throughout the State-defined SDLC to track project execution. As we update the actual progress, we will compare it to the schedule baseline. Any differences between the baseline plan and actual progress will be analyzed and resolved. Schedule management in a multi-vendor environment can be challenging as dependencies between projects may occur; this is why we will be vigilant in identifying potential schedule or resource issues.

Our detailed schedule will align to the State's WBS elements and checkpoints to facilitate rollup status reporting weekly, or as required by the State. We will maintain constant awareness of project status and the State's master plan to identify any schedule variance or issues with schedule dependencies and immediately report any potential for disruption or risk to the State.

Cost Management. As part of our cost management approach, we report on cost trends, and identify differences between budgeted and actual cost and hours. Project costs will be developed when we receive a Tier II work assignment based on an analysis of the requirements and personnel resources required to perform the work. Our project estimation methods provide the initial effort estimation and resource loading which is used to determine the work assignment cost.

Once defined, the budget will be baselined and tracked. During the project lifecycle, the actual costs are compared to the baseline and client acceptance milestones to track and verify the project is completed within budget and project financial objectives are met. We will manage labor hours, cost, and work

assignments against an established baseline, manage changes to the baseline over time, and manage work performance against funds expended. Our project manager will use a resource loaded schedule aligned to the State's WBS to track planned effort versus actual, supporting close control over costs as they are incurred. This review is an important component of the overall cost management approach as it highlights schedule and cost variations significant enough to affect the overall attainment of project goals and objectives and provides a measurement of program performance.

Quality Management. The NTT DATA quality management approach is supports continual improvement to the quality of our deliverables while focusing on two types of activities:

- Quality Assurance (QA) is preventive and includes proactive measures to build quality through effective project management and engineering processes.
- Quality Control (QC) is corrective and includes project and product results, analysis of those results and identification of corrective, as well as quality assurance (preventive), actions to implement continuous improvement.

We will focus on prevention (through planning, designing, and building the quality in) to make the quality management process proactive and cost efficient. Our quality management is based on a repeatable cycle that involves planning, executing according to the plan (which may include implementing change), measuring the success, and reflecting on lessons learned (Figure 6). If further adjustments or new adaptations are created, the cycle will repeat. We will verify results and identify improvement opportunities through:

- Active metric analysis and program performance monitoring
- Inspections and audits to determine compliance issues and level of impact
- Management review meetings to expedite resolution and facilitate communication

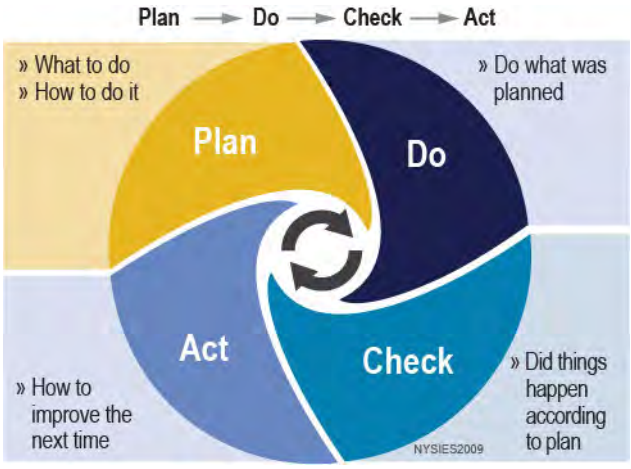

Figure 7. Our quality control processes are continually reviewed for areas of improvement.

The results obtained by product quality control checks will be used to confirm a variance in respect to original product quality goals. By performing root cause analysis, we will be able to identify the reasons behind any variances and determine the quality control/quality assurance to achieve the quality goals without variances. This will be done by changing the quality assurance approach based on the conclusion of root cause analysis. By performing quality control, quality is continuously improved throughout the project lifecycle. Our ultimate goal for quality management is to minimize the need for and dependency on quality management activities by maximizing the effectiveness of quality assurance activities.

As part of our quality management approach, we typically develop a Quality Management Plan (QMP) that identifies the specific processes, procedures, standards, and tools we will use to monitor work quality. The quality activities outlined in the QMP promote adherence to industry, NTT DATA, and the State's standards and processes, promoting a compliant program and delivering superior performance that will meet (or exceed) objectives and client expectations. Training is a key component to managing quality across all areas of performance, and training for NTT DATA team members will include training on standards, deliverable and reporting requirements, and quality processes. This training program will help employees develop a strong understanding of expectations for the overall program, as well as their specific service area, and establish a quality-driven culture for our team.

Quality management activities will be integrated into the overall quality approach being taken by the State, tailoring our assets to adhere to the State's defined processes, including those for testing and defect reporting.

4 Contractor's Engagement Executive (RFP 4.5.6, Attachment 16, Part 4)

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.

Table 6 – Contractor's Engagement Executive	
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. The Bidder should use the space below to identify the Engagement Executive and justify how this individual could aid in success of the project.	
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.	☒ **Yes** ☐ **No**
Individual's Name:	Scott Greer
Engagement(s) (Bidders should add more rows as necessary)	
Dates (month/year – month/year) Served in Title:	July 2015 to Present as **Sr. Director,** Client Executive for NTT DATA, Inc.
Client Name:	Rhode Island DCYF
Client Address:	101 Friendship Street, Providence, RI 02903
Client Phone Number:	401-528-3500
Dates (month/year – month/year) Served in Title:	June 2014 – March 2015, Senior Associate with PwC, Strategy&. Inc
Client Name:	Kaiser Permanente
Client Address:	1 Kaiser Plaza, Oakland, CA 04612
Client Phone Number:	510-271-94612
Dates (month/year – month/year) Served in Title:	June 2012 – May 2014, as Senior Manager with Deloitte Consulting, Inc.
Client Name:	Department of Unemployment Assistance
Client Address:	19 Staniford St. Boston, MA 02114
Client Phone Number:	617-626-6800
Dates (month/year – month/year) Served in Title:	April 2005 – June 2012, as Senior Manager with Deloitte Consulting, Inc.

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Client Name:	State of Maine, Office of Maine Care Services
Client Address:	242 State Street, Augusta, Maine 04333
Client Phone Number:	207-287-2674
Experience	
Bidder's proposed Engagement Executive will be scored based upon that individual's experience with the following: • **health and human services field;** • **development, design, and implementation (DDI) on large, complex projects; and** • **leadership of a complex IT project.**	Mr. Greer is a certified Project Management Professional (PMP) and Engagement Executive with more than 22 years of experience in IT program management with a focus on the healthcare industry. He is experienced in defining and delivering multimillion-dollar, multi-year projects on time and within budget for large organizations in the health and human services field. Mr. Greer is hands-on in the application of the development, design, and implementation (DDI) of large, complex projects, including product and deliverable development, business process reengineering, requirements definition, system design documentation, development, testing, operational readiness and deployment. Mr. Greer is a strong engagement executive with advanced management skills and deep commitment to delivering quality, managing scope and stakeholder expectations, identifying and mitigating risk. Mr. Greer has managed over 90 people on concurrent operational and IT initiatives focused on business process improvement, technology project planning, organizational transformation and operational readiness. Additional responsibilities included working with executives to define and implement analytics that helped identify and monitor key business drivers and management levers using business intelligence tools and dashboard reporting. On his current work at the State of Rhode Island UHIP, Mr. Greer leads the NTT DATA team in performing remote infrastructure management for the State's largest Health and Human Services application responsible for the Health Information Exchange and Integrated Eligibility functions within the Department of Human Services. The integrated eligibility system and the infrastructure that drives the application are complex in that they are responsible for administrating a series of critical human services programs such as SNAP and TANF accessed by nearly a million Rhode Island residents annually. The UHIP application is accessed daily by hundreds of State business users and thousands of benefit recipients. Additionally, the UHIP application interfaces with all major state agencies and the Federal government simultaneously. Responsibilities include executive relationship management, customer satisfaction, and delivery performance management. He also leads the NTT DATA team for application maintenance and enhancement for the State of Rhode Island's Child Welfare system managed by the Department of Children, Youth and Families (DCYF). Responsibilities include delivery oversights, executive relationship management and customer satisfaction for NTT DATA team of 13 resources providing day-to-day IT operations for one of the State's most critical services delivery systems that support the State of Rhode Island's most vulnerable citizens. Previously, at Kaiser Permanente, Mr. Greer led the Program Value Realization team advisory effort to Kaiser Permanente (KP) that re-baselined their concurrent regional claims system modernization project plans. He facilitated cross-functional planning meetings, created cross-implementation comparative effort analysis models, and presented results to Client Executives. Additional responsibilities included working directly with the KP Implementation Lead to revise the operating model for direct reports, focusing on strategic planning, dependency management, tactical planning and the development of integrated cross-regional implementation plans and roadmaps. Mr. Greer also has direct experience supporting state-level healthcare programs. At the State of Maine Department of Health and Human Services, Mr. Greer has been instrumental in successful oversight of various programs since 2005, including a large (7-year, $50,000,000) relationship that was complex in terms of the variety of professional services provided that included technology project management, strategic planning, operational process improvement, legislative communications and financial reporting. Extensive experience engaging and communicating with health care providers and other executive level stakeholders reporting project progress, challenges, risks and mitigation strategies related to the State's Medicaid

claims system implementation. The Medicaid programs serves hundreds of thousands of Maine's most needy citizens and is the critical human services system for critical medical and financial support in State sponsored healthcare. Finally, at the Commonwealth of Massachusetts Executive Office of Health and Human Services, Mr. Greer led the quality assurance and operational readiness responsibilities for the Commonwealth's Medicaid claims system implementation project. Areas of responsibility included operational assessment and monitoring, performance analysis and reporting, implementation planning and readiness. He managed both programs using the State's SDLC and methodologies and tools, experience that directly supports ITS' desire for our team to use its SDLC, methodologies and plans.

As part of his experience, Mr. Greer has extensive experience coordinating with multiple vendors, including technical and business implementation teams, client PMOs, and external project vendors. This included serving as a day-to-day liaison between teams, executives, and team leaders. He has also been instrumental in overseeing organizational change management on several projects, including his experience with PwC Strategy and NTT DATA.

Provided below is Mr. Greer's complete employment and education history. He will be onsite in Albany as needed.

Employment History

New England Client Executive
NTT DATA, Inc.
(July 2015 to present)

Responsible for NTT DATA's State and Local Government operations for the New England States. Accountable for NTT DATA's delivery excellence, operations, executive relationships, growth and financial and business performance within the region. His healthcare and large, complex IT programs oversight experience includes the programs NTT DATA cites in our experience section and his qualifications above showing his recent and relevant experience to successfully perform as the Client Executive on the NYS IES MSA.

Senior Associate
Health Strategy Practice, Program Value Realization
PwC Strategy& LLC *(formerly Booz and Co.)*
(June 2014 to June 2015)

Lead large value realization projects for major health payer organizations focused on business transformation, strategy development and execution, complex decision support and operating model refinement. Additional responsibilities include the development of integrated master plans for concurrent implementation efforts, assisting client PMO's with stand-up, operational improvement, best practice adoption and complex decision support for the delivery of strategic initiatives.

Senior Manager
Public Sector Practice, Deloitte Consulting LLP
(January 2001 – June 2014)

Led large multi-year, multimillion-dollar system implementation engagements with multiple concurrent work streams for Health and Human Services clients. Responsibilities included client relationships building, PMO start up and management, integrated project plan development, maintenance and reporting, analytics and executive presentation delivery. Day-to-day liaison between senior-level client executives and technical and business implementation teams, actively managing project progress, identify risks, developing mitigation or escalation strategies, controlling scope and monitoring delivery.

Education

Master of Business Administration, Strategy and Operations

Kenan-Flagler Business School

	University of North Carolina, Chapel Hill Chapel Hill, NC **Bachelor of Arts, Sociology** State University of New York at Potsdam Potsdam, NY **Certifications** **Certified Project Management Professional (PMP)**

STATE OF RHODE ISLAND

DIVISION OF INFORMATION TECHNOLOGY

To Whom it May Concern,

Scott Greer has been NTT DATA's Engagement Executive for the Rhode Island Department of Children, Youth and Families (DCYF) RICHIST project since he joined their company in July 2015. During that period, Scott provided regular oversight of the NTT DATA team's application maintenance and enhancement activities.

Scott has provided DCYF with excellent customer service and has been very responsive to our needs as our maintenance and enhancement engagement has evolved. Please feel free to contact me if there are any questions about this letter of reference.

Sincerely,

Michelle M. Lanciaux

Michelle Lanciaux, Assistant Director IT
Division of Administration/Division of Information Technology
Dept. of Corrections/Dept of Health/Dept for Children, Youth and Families/
Dept. of Behavioral Health
401-462-3905
Michelle.lanciaux@doit.ri.gov

5 Bidder Experience (RFP 4.5.7, Attachment 16, Part 5)

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 Lot, the Bidder should indicate which Lot the experience is related to while providing the Lot-specific information indicated below. Additionally, there should be experience/engagement details for each Lot the Bidder includes in its Proposal. Bidders should submit tables below organized by Lot with each Lot separated and labeled. Bidders deemed qualified to bid on a Lot will be evaluated and scored based on its/their collective experience (each engagement will not be scored separately). Evaluations will examine Lot 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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Project Engagement #:	1
Project Engagement Name:	Automated Client Eligibility System (ACES)
Client Name(s):	Maine Department of Health and Human Services
Dates (month/year) of Experience (including date the engagement started and ended or is scheduled to end):	Current contract 7/2015 thru 6/2020 Prior Contracts started December of 2000 multiple contracts for continuous services through 6/2015 to current contract
This project experience is related to Lot Number (s):	1 and 2
Client Contact Name and Title:	Karen Curtis, Deputy Director Office of Information Technology
Phone #:	(207) 624-9509
Email:	karen.curtis@maine.gov

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.

NTT DATA is the Prime Contractor for the State of Maine ACES application. ACES is the enrollment, eligibility determination, benefit issuance, and case management application for Maine's public assistance programs including (SNAP, TANF, medical programs, childcare, welfare to work, transitional programs and others) for a total of 89 distinct programs. NTT DATA supports Dev Ops functions in addition to project/enhancement work.

Our work is based on the full SDLC from requirements gathering, system design, development, testing to include unit, integration, automation, and regression testing, and postproduction support. Modifications to existing programs or the addition of new programs often requires NTT DATA to work with multiple state agencies and multiple vendors. For example, the new HOPE project implemented in 2019 required our team to coordinate delivery of services with the following: Department of Health and Human Services, Office of Information Technology CORE services, and vendors KPMG, Swampfox, InforME, and Conduent. Each vendor or state agency needed to be coordinated with for scheduling and specific functional areas such as EBT processing, webservices deployment, security, and infrastructure support.

The ACES team uses multiple methodologies for delivery; the operations team uses a KANBAN methodology, while the projects/enhancement teams use a combination of agile and Waterfall depending upon the needs of the clients. Some groups are able to support an agile approach which others use waterfall, our team is able to support either methodology.

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.

ACES has 217 letters which are generated to clients, and also has over 50 active reports. We have generated over 200 distinct reports in total.

Our team of dedicated data analysts focused on analytics and reporting provides 125 automated reports including daily, weekly, monthly, quarterly, semi-yearly, and yearly reports in addition to supporting ongoing ad hoc requests for analysis on benefit data to support Legislative, Gubernatorial, and Commissioner requests for data. Ad hoc requests average over 250 per year and the requests range from simple reports and dashboards on existing benefits, to complex impact analysis

regarding programmatic changes and proposed legislative changes, and what if analysis. Our support is for the full SDLC from request intake, requirements, design, development, testing, and post production support.
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.
N/A
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.
N/A
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.
Description & Scope NTT DATA's relationship with Maine Department of Health and Human Services dates to the late 1990s, when we began supporting several different systems for the agency. In 2000, our consultants first began developing and implementing the Automated Client Eligibility System (ACES), an integrated healthcare eligibility support system that has automated business processes for more than 45 different human service programs. ACES went live in 2002, giving Maine a flexible, scalable system that can accommodate changes in state and federal regulations and that calculates benefits correctly and consistently across for all clients. Ever since ACES went live, NTT DATA's IT professionals have provided support, maintenance, and enhancements for the system, which is based on Java2 Enterprise Edition (J2EE), Enterprise JavaBeans (EJB), and XML/XSLT on an Oracle database, WebLogic application servers, and Tomcat web servers. In this role, NTT DATA personnel have continued to improve and modernize the system. Today, NTT DATA continues to support and enhance ACES with a team of about 45 IT professionals. Our enhancements are some of the most visible improvements to ACES. For example, when Congress enacted the Affordable Care Act in 2010, our IT professionals worked with state staff to make the changes necessary to comply with the requirements of the new law. These changes included preparing ACES to integrate ACES with the federally-facilitated marketplace for health care plans in Maine. **Schedule Performance** ACES has been delivered per the deployment schedule for enhancements, and operational bi-weekly deployments are scheduled and are being met. **Project Success/ Risk Mitigation** NTT DATA conducts an annual client satisfaction survey on this contract, and the representatives of the State of Maine who oversee NTT DATA's efforts usually give our team high scores. A score of 10 out of 10 is typical. We earn this customer satisfaction by delivering solutions that meets the department's needs in a timely matter. Our personnel work with IT staff and business staff from the State of Maine to elicit and define requirements for changes and enhancements to ACES in compliance with state policy. To make sure the work we produce is in line with client requirements, we make sure all changes and enhancements to ACES go through both a system integration test process and a user acceptance process.

This latter test includes Health and Human Services business users (including policy and compliance experts) who validate compliance with requirements and policy.

On this project, risks are the constant re-prioritization of tasks on behalf of the client. Due to the complexity of the system, ongoing issues arise that require immediate attention to minimize the impact to our client and the end recipient. Our team is dedicated and focused on those priorities as established by the client. In addition, federal and state mandates are ongoing and require immediate response to new services, adjustments to criteria or parameters, etc. We work closely with the client to quickly and efficiently respond to these requests. Our team develops proper documentation to gather requirements and expectations to minimize the risks during the development and deployment of projects and tasks. We identify proper resources with the skills and availability and develop a project plan to account for all tasks and the duration of those. By identifying early on the proper resources, requirements, skills and additional third-party vendors or other interfaces that may be impacted, we are able to provide the client the necessary information regarding a project deployment date. By using early identification, unambiguous documentation, and skilled resources, we can mitigate many issues that impact our client and recipients.

In addition, our developers perform specific unit testing of code to ensure accuracy prior to forward progression to SIT. Our SIT team works together to outline the necessary test scripts/plans to ensure both negative and positive testing and successful results prior to passing onto the client for their own final testing.

We have no change orders on this project.

Cost Performance and Achieving Deliverables

We have continued to adhere to the budget on this contract, as our contract is a flat monthly bill based on the resource capacity-based model. Our current contract is from 2015 through 2020, with a set budget of $35,307,180.00 which we have successfully followed. Prior to this contract, the State contracted for services on different contracts going back to 2000. We have a record of successful cost management on all work under this engagement. As such, we remain on budget and only increase based on state-mandated increases in project scope, initiated by the state. Our team is on schedule and meets project delivery dates by each deadline.

Staffing Resources

The current ACES Support team is composed of the following:

Operations team:

2 Software Configuration Managers

7 Developers

Projects Team:

1 Project Manager

4 Systems Analysts

7 Developers

8 System Integration Testers

Data Analytics:

2 Data Analysts

Oversight:

1 Project oversight at the account/executive level. (This is a part time position)

During the past 18 years of support on ACES the team size and skills fluctuates as needed based upon demands. During the ACA implementation the team peaked at 53 team members.

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.

The ACES Project Team is responsible for providing all enhancements to meet legislative and federal requirements as well as fixes that are over 40 hours in resource requirements. In most cases, due to the number of interfaces that ACES integrates with (approximately 62+) and the fact that all technology initiatives are supported through the Office of Information Technology, coordination of efforts between many other contractors, vendors, and the state itself is a constant. Vendors or other entities that are typically included with projects are: the Office of Information Technology as they own the core infrastructure, support all severs, SOA layers, security, and access; and FedCap which is a not-for-profit organization providing vocational training and employment resources to those who face barriers to employment. KPMG is the other prime contractor/vendor working simultaneously on the software development in ACES. Coordination is accomplished at multiple levels, including weekly client leadership meetings with NTT DATA and KPMG to confirm priorities, schedules, environment coordination, and risk identification and mitigation. Additionally, each team participates in design reviews, requirements gathering, and stand up or scrum meetings as needed.

Additional vendors and contractors that are commonly included in our projects include: Conduent, Informe (online web services), Swampfox, and Carousel just to name a few.

Once a system design has been approved by the client, our Project Manager coordinates an initial meeting with the internal team, client team, and all vendors and/or additional State of Maine agencies that may be impacted or included in the overall project. Overview of requirements, tasks, and resource expectations are discussed. A project plan is created and distributed to all entities. Resources are identified and an outline of the expectations for success are communicated through meetings, scrums, emails and the JIRA application.

Project Scrums are scheduled either weekly or multiple times per week dependent on the size and scope of the project. During these meetings updates are provided by the assigned individuals, blockers are discussed, and mitigation steps are taken. The Scrums include the immediate project resources as well as our SCM in order to ensure the team has the appropriate environment to work in. In addition, the SCM maintains relationship with the OIT Core team to schedule refreshes, performance testing, security testing, etc. Inclusion of the SCM has become an invaluable resource to mitigate risk and ensure that code developed by other vendors is maintained and available as needed in our shared environments. One of our client's primary vendors for rules-based development is KPMG. Our close coordination during Scrums, PM Core Updates, and face to face discussions ensure that both teams are working closely and accurately projecting needs to ensure our shared client is receiving the service that is expected. As needed, the PMs for both will meet and discuss risks, blockers, resource constraints or personnel issues. We work closely to remove any obstacles from impacting either of our teams.

Weekly status reports are created by the NTT DATA Project Manager and shared with the primary vendors, client and Office of Information Technology management team. These reports are critical to the success of open and honest communications and help us make sure that all entities involved understand the current status, potential risks or blockers, and the expected deployment schedule.

Due to the complexity and size of the ACES system; the project team typically has 3-8 project simultaneously in process. These projects may be at any phase of the process: requirements gathering, development, testing, or packaging for deployment. Our NTT DATA PM is responsible for ensuring that all individual projects are progressing as expected, as well as reallocating resources as needed based on priority shifts, resource constraints or impediments during a project. The continued coordination of all entities for each individual project is critical to our successes and those of the client.

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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Yes, NTT DATA was required to adhere to the client's SDLC using client-defined tools. Our team follows the Office of Information Technology and DHHS processes utilizing tools such as JIRA, MS Project, Business Requirements and Design templates, and follows the project prioritization set forth by the client. Additionally, we adhere to OIT and DHHS security access, PII, and specific regulations as requested. We follow all Office of Information Technology SDLC processes and have not deviated from the SDLC to include the approved development tools, unit testing criteria, and system implementation testing that is agreed upon for each project by the client, as well as final regression testing within a clean environment prior to deploying into a production environment. The Client SDLC for ACES includes process for identification of emergencies and deployment of emergency fixes. Our client has final approval to allow us to move any code to the ACES production environment. In addition, all code is documented and managed by the SCM team and a roll back plan is always developed in the event it is needed.

We have multiple environments to support the client and the number of projects. Our team is responsible for ensuring that these environments are always kept in sync, as well as working with OIT to ensure necessary patching and security updates are maintained. In addition, we have worked closely with our client and vendors to ensure appropriate interface connections are always available within specific environments to support all project requirements. In recent years, we have proposed enhancements to the client's process such as a formal Change Order process, project status reporting, requirements gathering processes, and scrums that include client and other vendors. All these enhancements were planned, documented, and proposed to our client, who approved the implementation of these enhancements and continues to support these today. We have found that with the increase in legislative changes, federal mandates, and continuous technology changes, it is our responsibility to assess the tools, methodologies, and processes provided to the client and provide valuable recommendations and solutions to improve services and satisfaction. We continually assess the importance of processes to ensure we are utilizing all available options that may not have been available previously. We do not make significant changes without discussing and formal approval by our client.

Additionally, not only do we meet the NTT DATA annual security and awareness training, our team completes and adheres to all State and OIT security training to included PII that covers our client's expectations. Our team utilizes all State of Maine owned equipment, network access and tools for supporting all contractual services. Any tools or applications that are needed are only acquired and loaded with consent by the State of Maine. Our NTT DATA team is responsible for ensuring all processes, tools, interfaces, platforms and methodologies are used based on client expectations.

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Project Engagement #:	2
Project Engagement Name:	Rhode Island Children's Information System (RICHIST) Maintenance and Support Renewal
Client Name(s):	Rhode Island Department of Children, Youth, and Families (DCYF)
Dates (month/year) of Experience (including date the engagement started and ended or is scheduled to end):	2/2009 thru 1/2021
This project experience is related to Lot Number (s):	Lot 1 and Lot 2
Client Contact Name and Title:	Leon Saunders, Agency IT Manager
Phone #:	(401) 528-3850
Email:	leon.saunders@doit.ri.gov

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.

RICHIST automates case management, financial management, provider enrollment management and staff management functionality and implements the federal guidance specified for the Comprehensive Child Welfare Information System (CCWIS). It also interfaces with other State and Federal human services systems and implements Federal and State reporting requirements.

NTT DATA began our relationship with RI DCYF in Feb 2009 providing RICHIST Application Maintenance and Modernization services. The team has completed hundreds of system and interface modifications, enhancements and modernization efforts becoming an integral part and an extension of the DCYF MIS department. The 12 person NTT DATA team members have become experts in DCYF's business processes and the systems that support them. We provide senior business analysts, senior programmers/analysts, reporting analysts/developers, database administration and systems administration providing a full range of IT software development and maintenance, infrastructure, and end user services. The NTT DATA team is responsible for all development/maintenance lifecycle activities including requirements analysis, design, development, testing, defect remediation, product deployment and production support.

Our software solution is used by the entire DCYF organization including the Office of the Director, Policy, Management and Budget, Child Protective Services, Case Monitoring, Field Services, Data and Evaluation, Intake, Legal, Licensing, Probation, Adoption and Guardianship, Children's Behavioral Healthcare, and the Rhode Island Training School.

Accomplishments and innovations:

- The NTT DATA team has worked on over 2,500 projects and assignments and been assigned over 4,000 help desk calls
- Responsible for most upgrades, changes and enhancements to RICHIST online and backend systems
- DBA maintains all database environments and upgrades
- NTT DATA team regularly assists in developing new business requirements for modernization initiatives
- Provided thought leadership from our Digital Practice to develop and rollout mobile Case Activity Notes (CANS) Prototype

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.

The 12 person NTT DATA team members have become experts in DCYF's business processes and the systems that support them by supporting all life cycle activities (requirements development, report design, development, testing, production deployment and support). We provide senior business analysts, senior programmers/analysts, reporting analysts/developers, database administration and systems administration providing a full range of reporting and analytics services. The NTT DATA team is responsible for advanced reporting and analytics activities primarily supporting the Office of the Director, Data and Evaluation, Policy, and, Management and Budget. Reporting and analytics support services for canned and ad-hoc reports are also developed for the other agency divisions (Child Protective Services, Case Monitoring, Field Services, Intake, Legal, Licensing, Probation, Adoption and Guardianship, Children's Behavioral Healthcare, and the Rhode Island Training School).

RICHIST reporting and analytics supports falls under three different process categories: Scheduled Production Reporting, On-Demand or "Canned" Reporting and Ad-hoc Reporting. These reports involve the use of data from the Production database.

Scheduled production reports are run on the UNIX server and produced directly from the RICHIST database. Reports are written using Python 3 and Sybase Infomaker 2017. Most reports are produced automatically in scheduled production cycles without any action required on the part of the user or operations staff. Reports are then automatically e-mailed to the user(s).

On-Demand reports must be submitted to the operations staff and added to the nightly batch schedule. On-demand Infomaker reports are available on users' desktops. Infomaker reports are developed by the report development team and distributed in a compiled format.

Batch process such as Linux scripts, batch programs and reports and Sybase command files are run within the automated scheduling tool, Workforce Automation from Computer Associates (Formally Autosys). Batch processes such as python programs, SQR reports and Sybase command files are run within the automated scheduling tool.

The NTT DATA team performs ad-hoc reporting and advanced analytics analysis on an as-needed basis when requested by the DCYF users.

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.

N/A

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.

N/A

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.

Description & Scope

The NTT DATA team has worked on over 2500 projects and assignments and been assigned over 4000 help desk calls. We are responsible for upgrades, changes and enhancements to RICHIST online and backend systems using PowerBuilder, SQL, Sybase and web technologies. Our team assists in developing business requirements for modernization initiatives.

Schedule Performance

Schedules are developed for major enhancements and new functionality required to meet DCYF business requirements based on state and federal policies and guidelines. These enhancements are scheduled based on business priorities, which change regularly. The enhancements work must be balanced with other production support since the same resource pool is

used for all work. Given this dynamic environment, the NTT DATA team works with the executive project sponsors to understand business priorities and deliver functionality when it is needed. In 2019, two major enhancements were developed and delivered. A complete system update to web-enable the entire client-server project, scheduled for a total of 9 months, was put into production on schedule. This project involved three business analysts for requirements and testing, four programmers for development and defect remediation, the database analyst for data and production release support and the web system administrator for system configuration and production support. The client-server version was available only while workers were in a DCYF office. This update allowed field workers to access RICHIST from anywhere using their state-provided laptops and the web browser. A second major project was to implement a new Family Functioning Assessment (FFA) system reflecting updated business requirements. This was a large project involving three business analysts, five developers and the support of the database analyst for production release and support. This project was delivered on time to allow the DCYF workers to perform their work with enhanced functionality. The team continued with immediate additional enhancements based on system usage that identified more business capability that could be provided through the FFA system.

Project Success/Risk Mitigation

The NTT DATA staff has completed more than 2,300 projects and assignments, resolved over 3,400 help desk calls and was responsible for most upgrades, changes, and enhancements to the RICHIST online and back-end systems. The NTT DATA team members are considered experts, both in terms of the system and in terms of understanding DCYF's business practices. Our staff in this engagement is often invited to meetings to assist the agency in developing new business practices.

We use proactive and prioritized methods to mitigate risk. Ongoing production support and defect remediation is given priority treatment based on DCYF prioritization. Critical items are addressed and implemented as quickly as practical.

There have been no change orders on this contract.

Cost Performance and Achieving Deliverables

The DCYF support is delivered via a time and materials contract. NTT DATA has always performed within the cost constraints of the contract while achieving all business required functionality provided through a variety of deliverables (major system upgrades, minor enhancements, defect repairs, help desk support and general production system configuration and support. The contract started with an annual budget of $1.9M in 2009 and has grown to $2.4M currently. We have always provided all required services within the budget allocated to the project without the need for change orders. In some years, our efficiency has allowed us to return funds to the RI general budget. Other times, we have provided additional special projects or supplemental resources to perform additional services – always within the overall budget allocated for the project. One example of this was a project in 2017 to develop and deliver a Case Activity Note mobility pilot whereby DCYF was able to evaluate the usage of mobile devices by field services workers. The budget performance for the current contract is as follows:

Contract Year	Budget	Actual	Comments
1: 2/14-1/15	$2,177,000.00	$1,632,732.25	All requirements delivered while supporting cost reduction efforts
2: 2/15-1/16	$1,932,617.00	$1,587,933.81	All requirements delivered while supporting cost reduction efforts
3: 2/16-1/17	$2,055,217.00	$2,014,322.43	All requirements delivered
4: 2/17-1/18	$2,178,032.00	$1,837,027.77	All requirements delivered while supporting cost reduction efforts
5: 2/18-1/19	$2,257,982.00	$2,197,689.15	All requirements delivered
6: 2/19-1/20	$2,415,762.00	$2,368,919.86	All requirements delivered
7: 2/20-1/21	$2,250,717.00		Estimated budget based on full staffing
Totals:	$13,016,610.00	$11,638,625.27	Years 1 – 6; all contract requirements met within allocated budget

Staffing Resources

Currently we have a 12 person NTT DATA team whose members have become experts in DCYF's business processes and the systems that support them. Over time, the team has been as large as 15 people providing ongoing support. Additionally, NTT DATA has provided surge support through teams of four to six people to perform special short-term projects that allowed the core team to continue uninterrupted. We provide four senior business analysts (requirements and testing), three senior programmers/analysts (development, testing, defect remediation), three reporting analysts/developers (development, testing, reporting, analytics), one database administrator (administration, reporting and analytics support) and one systems administrator providing a full range of IT software requirements and product development and maintenance, production and infrastructure support and help desk/end user services. NTT DATA is responsible for development/maintenance life cycle

activities including requirements analysis, design, development, testing, defect remediation, product deployment and production support.

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.

Interfaces link RICHIST to external organizations' information systems such as RIFANS, SNAP, TANF and Medicaid Management Information System (MMIS). The transfer of data is crucial in keeping RICHIST information current and factual. Several financial and person maintenance features rely on the interfaces to function properly. The table below shows major interfaces and the prime contractor/vendor or client team that NTT DATA interacts with regularly to develop and maintain the RICHIST system.

System/Function	Agency/Business Unit	Vendor
RI Data Warehouse/Weekly File Transfer (FTP)	DOIT	DXC Technology
RIBridges (UHIP) - Web interface and nightly batch job File Transfers (FTP), includes SNAP and TANF data interchange	DHS	Deloitte
RI Court System (Odyssey formally Banner) - Direct Connection into the database to pull information	Court	Stonewall/Tyler Technologies
Medicare Management Information Systems (MMIS)/ File Transfer (FTP) of Medicare Claim information	DHS	DXC Technology
Rhode Island Financial Accounting System (RIFANS)/ File Transfer (FTP) of Payroll information	Accounts and Control	RI DOIT
Credit Bureaus – Data File (Manual Upload using web portal)	Equifax, Trans Union and Experian	proprietary

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).

NTT DATA was required to and has strictly adhered to the DCYF SDLC guidance with no deviations. Generally, projects follow the waterfall lifecycle as defined by DCYF processes. For a Case Activity Note prototype project, an agile lifecycle was used to efficiently define user requirements and rapidly develop a system for use in an agency pilot project. The client defined tools and technologies used by the NTT DATA team to support RICHIST include:

1. Microsoft Office Suite: Requirements Development, Documentation, Project Management
2. MIcroPowerBuilder 2017 and Powerserver 2017 (Web): system development and maintenance.
3. Python, Hyperion SQR and ISQL Scripts: development and maintenance of batch programs.
4. Python and Appeon Infomaker 2017: reporting and analytics.

In addition to the SDLC guidelines, NTT DATA provided project management services in accordance with the DCYF guidelines. These services included project activity planning, scheduling, resourcing and status reporting. Also, we performed risks and issues management and reporting on a regular basis for both IT and executive management. In all cases, although we followed DCYF guidelines, we applied tools and techniques available to us from SPMF to support these services.

RFP# C000540 IES System Integrator Master Service Agreement

Project Engagement #:	3
Project Engagement Name:	Enterprise Data Warehouse
Client Name(s):	State of Indiana Family and Social Services Administration
Dates (month/year) of Experience (including date the engagement started and ended or is scheduled to end):	4/2001 thru 12/2022
This project experience is related to Lot Number (s):	Lot 1 and Lot 2
Client Contact Name and Title:	Joseph (Brad) Ross, Contract Manager
Phone #:	(317) 234-1248
Email:	Joseph.Ross@fssa.in.gov

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.

For more than 16 years, NTT DATA has reliably managed, operated, maintained, and enhanced the Family and Social Services Administration (FSSA) Social Services Data Warehouse (SSDW) by providing services across the SDLC. FSSA originally developed the SSDW to comply with requirements of the federal Temporary Assistance to Needy Families (TANF) program. As part of TANF, states are required to submit data-intensive mandatory reports to the federal government on all clients who are receiving TANF benefits or services. Over time, through enhancements, the SSDW has grown into a broader management tool for FSSA, generating reports and dashboards and serving as a platform for ad hoc queries that support informed management decisions for a variety of social service programs. This has now been expanded to support reporting for several agencies and programs, including SNAP and Medicaid.

The SSDW is populated from legacy systems based on requirements from the business user to produce a report, dashboard or ad-hoc deliverable. Using a team of about 18 IT professionals, NTT DATA performs all design, development, and implementation activities for the SSDW using a standard set of processes. Our IT professionals extract data from source systems, profile and clean data, standardize data, match data, and load data. Our team members also performs the design, development and implementation for Business Intelligence deliverables (Cognos, Tableau) and develop or modify data structures as necessary, help construct ad hoc queries, and develop enhancements at the direction of the FSSA.

The Division of Family Resources (DFR), one of the largest agencies within FSSA, it manages the eligibility program for FSSA's three largest programs those being TANF, SNAP and Medicaid. As 45% of the data received by SSDW is from DFR as they modernized the Indiana Client Eligibility System (ICES) to the now Indiana Eligibility Determination Services System (IEDSS), it drove a huge change to the reports and other deliverables produced by the SSDW.

NTT DATA was an integral interface partner in the development and implementation effort for the IEDSS application. NTT DATA has full access to the IEDSS database and was responsible for reproducing SNAP, TANF, Medicaid and Office of Hearing and Appeals reports and dashboards from the new IEDSS source. This required a crystal-clear understanding of the operations of the system, how it stored data, in what locations and the timing of various batch and online functions. The IEDSS application is still being rolled out in the State and we work closely with IEDSS in monitoring deliverables and adjust and report any anomalies in the data.

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.

Our team performs database design for business/intelligence reporting, using incoming source data and design for the reporting structure (Fact/Dimensional) modeling. These structures are then developed using data warehouse software (ETL) to extract, transform, and load the data. In addition, Cognos is used to develop either report, dashboard, or other analytics. This process has its own DDI phase in producing the result. Through validation of the data, we are required to do various types of testing (Unit, System, Regression, and support end user testing). A quality assurance team is also involved to validate deliverables from a quality perspective. We resolve most defects through testing and root cause analysis.

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.

N/A

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.

N/A

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.

Description & Scope

NTT DATA has operated and maintained a data warehouse for the Indiana Family and Social Services Administration (FSSA), the health care and social services funding agency for the State of Indiana. Our work at the Indiana FSSA dates back to April 2001, when the agency selected NTT DATA to begin supporting and maintaining the Social Services Data Warehouse, developed in order to support the state's reporting needs in connection with the federal cash assistance program known as Temporary Assistance for Needy Families (TANF). This has now been expanded to support reporting for a number of agencies and programs, including SNAP and Medicaid.

As part of TANF, which is a $250 million-per-year program in Indiana, states are required to submit data-intensive mandatory reports to the federal government on all clients who are receiving TANF benefits or services. In the FSSA's Social Services Data Warehouse, data is populated from legacy systems based on the information needed by business users to produce a report, a dashboard, or an ad-hoc deliverable.

In this engagement, NTT DATA's project team supports all design, development and implementation activities to produce required deliverables and has a standard set of processes to retrieve the data necessary to meet each specific need. As part of these processes, our consultants extract data from source systems, profile and clean data, standardize data, match data, and load data, our consultants also develop and modify data structures as necessary. The Indiana FSSA uses a client–server environment for the Social Services Data Warehouse that includes three layers: an application server, a database server supporting an Oracle 11g platform, and a group of presentation servers supporting the Cognos 10 toolset. The system also includes three additional servers: two support SQL Server 2008 processes and a third used as a file server. In this data warehouse, Cognos Business Intelligence software enables users to access the data organized in the Social Services Data Warehouse. This software enables business users to support their decisions through multidimensional analysis, reporting, and monitoring capabilities.

Schedule Performance

During our 18 years on the project, we have remained on schedule and on budget for every aspect of the project. We have also remained on budget for this project through careful coordination with the client.

Project Success/Risk Mitigation

As a result of NTT DATA's efforts, the Indiana FSSA has access to information that helps agency leaders proactively manage operations and avoid penalties imposed by the federal government for reporting that falls short of federal standards. The Social Services Data Warehouse has become a critical tool to help the FSSA improve service delivery, determine which programs are most effective, detect fraud, reduce overall costs to taxpayers, and to predict the State's needs and priorities in the years to come. Through our support of this data warehouse:

- FSSA executives, managers, and staff have gained access to dramatically improved data and the ability to quicker, more accurate answers to questions
- The agency has found it easier to do general financial analysis Agency staff spend less time resolving problems and reconciling data
- Staff can perform multi-dimensional analysis at different levels of detail, according to users' needs.
- Analysts can ask questions that span several different sources of data.
- Enterprises can exchange business information
- A single view of members of the public is now possible.

We remain aware of possible risks and mitigate them through regular employee cross-training, ensuring that we can remain on schedule in the rare case of staff turnover.

There have been no change orders on this contract.

Cost Performance and Achieving Deliverables

Our maintenance and operations contract for FSSA from 2019 to 2023 is set at $18,588,648, which we have successfully met and are on track to continue meeting for the rest of the contract term. Prior to this contract, we have worked at FSSA on earlier contracts for 18 years and have remained on budget on earlier contracts.

Staffing Resources

When the scope is expanded by the State, we have had a budget increase to support the few additional staff members needed to accomplish the new scope. This has only occurred 3-4 times in our 18 years on the project and is always completed through a special amendment that is signed by the State. As an example, on our Maintenance and Support project, we started with 14 FTEs and now have 18, which was approved by the State to support additional tasks. We also have several time and materials project that come and go as needed. Currently, we have 3 such projects, which has necessitated 18 FTEs, also approved by the State. Once the request is approved and staff are added, NTT DATA has always remained on budget according to the specific budget assigned to the project, whether it is Maintenance and Support or special time and materials projects.

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.

As there are multiple vendors working on different aspects of the program, we often coordinate with other vendors as needed, usually to resolve data issues from the IEDSS application. The list of prime vendors we work with is provided below:

1. Athem
2. Brite Systems
3. CareSource
4. Conduent

5. Deloitte
6. DXC / Optum
7. eimagine
8. MAXIMUS
9. MDWISE
10. MHS
11. Moser Consulting
12. Optum
13. RCR
14. Roeing
15. VTCC

NTT DATA also coordinates with multiple business units and programs as part of our work with eligibility and reporting. The list of business units and programs we coordinate with is as follows: the Office of Hearing and Appeals, Division of Family Resources (including SNAP, TANF, and Medicaid), the Child Support Bureau, Impact subsystems, the Department of Workforce Development, and support of metrics for FNS and CMS.

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).

Currently, a core team of 16 NTT DATA consultants provide application, maintenance, and customer service support in this engagement. Over the years, our team has modernized the environment that supports the data warehouse and expanded it through integration. During the past six years, for example, use of this warehouse has expanded to also include federal reporting on the State of Indiana's child support enforcement efforts and reporting on First Steps, an early intervention program for children at risk of developmental delays.

On this project, NTT DATA can use either client tools or our own tools, as long as we provide training to State employees on the tools we introduce into the environment. Examples of client tools we use include Informatica and Cognos. We do not have to adhere to a client-prescribed SDLC and are free to decide when to use agile development and when to use Waterfall. This decision is normally made based on priority, resource use, and development deadline.

Our SSDW project team includes knowledgeable business analysts who work with end-users to define requirements; a development team that includes skilled programmers; a database administrator responsible for database maintenance, security, capacity planning, and back-up and recovery activities; a systems operator responsible for scheduling and executing jobs; and a project manager and a technical lead to keep everything on track. When users seek help desk support, these requests are funneled through a support email box monitored by members of our project team. Members of our team distribute requests for support to the appropriate team member for review and for resolution.

NTT DATA has provided significant development and implementation services in the past five years that has produced significant benefits for the State of Indiana. We have, for example:

- Helped re-platform the SSDW environment from one based on DataStage and Oracle to one based on Teradata and Informatica.
- Helped implement security changes based on the standards of the Centers for Medicare and Medicaid (CMS) to support a three-tier architecture.
- Helped with the phased implementation of the Indiana Eligibility Determination Services System (IEDSS).

6 Project Staffing (RFP 4.5.8, Attachment 16, Part 6)

PART 6: PROJECT STAFFING

ITS expects that Contractors will identify and propose staff with skill sets and experience specific to each Assignment. The names and qualifications of proposed staff members will be submitted and evaluated as part of any Response. Within its response to this RFP, the Bidder, at this part of its Technical Proposal, must address the following, not to exceed twenty (20) pages:

1. The Bidder's overall organizational capacity and skills development processes for ensuring success in general;
2. The Bidder's ability to manage appropriate levels of staffing on a project, including the removal and replacement of specific staff;
3. The Bidder's organizational capacity and skills development processes specifically regarding the job titles listed in Appendix L to fill, and as necessary replace, individuals on projects; and
4. An explanation of the how the Bidder handles knowledge transfer and transition continuously on a long-term project and indicate whether or not its proposed approach to handle knowledge transfer and/or transition will differ from how it currently handles those factors should the Bidder be awarded a contract resulting from this RFP.

The Bidder will be scored based upon its responses to the above criteria.

At NTT DATA, we know that project success is based on the people assigned. We are committed to rapidly staffing all projects awarded under this master contract and will provide resumes for key personnel proposed on Tier II Assignments as requested by the State. Our Engagement Executive, Scott Greer, will verify that our proposed staff has the skills and qualifications required for each assignment and will meet with the IES Program Office representative on a regular basis to verify that project objectives are being met. Mr. Greer will be supported by our global resource management team for recruitment and placement and our talent management group, focused on employee skill development.

Staff management is built into our project management approach. We manage labor hours, cost, and work assignments against an established baseline. We also manage changes to the baseline over time and manage work performance against funds expended. We focus on hiring efficiency, hiring qualified personnel, comparing current and baseline staffing plans, training staff to keep skills current, and reducing turnover.

Our goal is to provide our team members with skills and competencies that enable them to exceed the expectations of our clients. Therefore, we prioritize training and skill-building programs and cultivate an environment of continuous learning. To ensure our team members are prepared to face the demands of today's changing technology environment, we offer a variety of innovative programs that include competency-building certification programs that enhance our employees' technical, management, and leadership capabilities.

NTT DATA's investment in global resource management and talent development ensures we have a highly trained staff versed in a variety of technologies and domain knowledge areas. This provides us with the ability to rapidly staff, or replace, personnel on IT projects. All personnel assigned to projects awarded under this contract will be managed from our office in Albany, which is within close proximity to state offices and has been providing IT services to the State of New York since 1993.

6.1 Overall Organizational Capacity and Skills Development Processes

Overall Organizational Capacity. NTT DATA has more than 50,000 employees worldwide and 20,000 supporting our North American clients. This includes over 400 employees on various projects in the State of New York; over 100 of which are in Albany providing support for NYS agencies.

For nearly three decades, NTT DATA has provided IT services to the State of New York. Based on this experience, NTT DATA offers a strong understanding of the State's objectives and strategy including the specific requirements outlined in this RFP. We also have extensive, relevant experience with eligibility and enrollment (E&E) systems, including previous experience with the NYS Department of Health:

- Business Consulting for the Procurement of the Fiscal Agent of the Electronic Medicaid System (eMedNY)
- Uniform Data Set Initiative for the Division of Long-Term Care Resources
- Quality Assurance (QA) Services for the New York State Medicaid Management Information System (MMIS) Including Medicaid Data Warehouse (MDW)
- New York Women, Infants and Children (NYWIC) Independent Verification & Validation (IV&V) Services
- Quality Assurance (QA) Services for the New York State Health Benefit Exchange, overseeing the work of the primary contractor selected to provide design, development, implementation and operational services for the NY HIX, and providing an ongoing critical review and assessment of the performance of the primary contractor for the NY HIX

In addition to our experience outlined in our past performance references, NTT DATA (Cognosante) has provided E&E support services in 10 states and Puerto Rico. We have provided IV&V services on E&E projects in Delaware, New Hampshire, New Mexico, Oklahoma, and we are currently providing this support in Tennessee and Puerto Rico. We provided E&E system planning support for Alabama, Arkansas, Iowa and Washington and PMO services for Arkansas and Oklahoma. The State of NY will benefit from having a partner who has significant planning and implementation experience on multi-year

E&E projects. Additionally, through our social learning platform, our teams can share ideas, lessons learned, and best practices for similar solutions in other States or engagements.

As a global company, NTT DATA has the overall organizational capacity to quickly mobilize resources and reach back to our various practice and subject matter experts. This reach back is a significant benefit to our clients as we are able to draw upon the expertise and availability of personnel from a broad variety of program and technical disciplines, and as needed they can augment our on-site teams to address specialized needs, should they arise.

For example, in support of Lot 2 requirements, Mr. Greer can request assistance from our 150-member Business Intelligence (BI) & Analytics Practice that focusses specifically on big data applications including data mining, data warehousing and enterprise data modeling. This practice offers comprehensive BI & analytics services to support informed decisions faster and optimize business performance across the entire enterprise, and has key partnerships with IBM, Informatica, Microsoft, Oracle, SAP, MicroStrategy, AWS, and others.

NTT DATA offers a rare combination to support the requirements outlined in the RFP: New York State-specific knowledge; experience with eligibility systems in a number of different states; experience with all of the technical areas described in Section 2.1 of the RFP; and, as outlined in Section 6.3, Organizational Capability Skills Development for Specific Job Titles, we have thousands of employees qualified in the positions outlined in the RFP.

Although NTT DATA has the capability and capacity to support all of the requirements in the RFP, we will partner with New York small disadvantaged businesses to meet the participation goals of 15% Women-Owned Business Enterprise (WBE) and 15% Minority Business Enterprise (MBE or as specified in the work assignments. Our subcontractors, and the capabilities they will add to our team in support of the State's requirements include:

- **Technology Professionals Group Inc. DBA Cloud and Things** — a Minority and Women-Owned Business Enterprise (MWBE) and Small Business Enterprise (SBE) certified company will augment our enterprise architecture and software development capabilities. Cloud and Things supported NTT DATA on our current project with the New York Department of Health Medicaid Management Information System (MMIS) Quality Assurance contract by performing an assessment of the technical architecture.
- **Abrahams Consulting, LLC** — certified as a MWBE and Small Business (SBA), strengthens our public sector capabilities in security services.
- **V Group, Inc.** — certified as an SBE, Disadvantaged Business Enterprise (DBE), and MWBE brings experience with several NYS projects relevant to this RFP including current work on IES. V Group, Inc. will augment our team by providing functional expertise through business analyst and application testing support.
- **Command and Control Solutions Corporation Service** — a Disabled Veteran Owned Business will provide knowledge management and information security services, if required on a Tier II Assignment.
- **Vistrada, LLC** — an MBE certified business, will augment our Lot 2 capabilities by providing BI, analytics, and reporting services.

Skills Development Processes. The quality of services we provide is dependent on employing skilled and experiences personnel. Because of this, we invest in our team members by providing highly specialized skills training in digital technologies that are essential to serving our clients. NTT DATA's process and approach for staff development examines the skills required to meet the current needs of our clients, including anticipated needs to accommodate changes in the future. To meet this goal, we evaluate skills development at the organizational, project, and individual staff level.

- **Organizational.** At the organizational level, we monitor and research market trends to formulate training programs and courseware for emerging technologies and practices. We then identify the specific skills required to master the knowledge area and develop a training approach, enabling NTT DATA staff to acquire the necessary skills. For example, realizing the benefits provided to our clients with agile software development, we developed course offerings for project managers, business

analysts, developers and testers in agile processes, leading to certifications such as SAFe Agilist, Certified ScrumMaster, and Agile Certified Practitioner.

- **Project level.** At the project level, we examine the current needs of our clients and verify that our team has the skills required to excel at tasks assigned, as well as anticipate needs to provide seamless support in the future. We provide engagement-level training aimed at equipping our delivery personnel with the technical and domain skills and knowledge they need to perform efficiently. If our client adopts new technology or processes, we perform a skills-gap analysis and identify related training required for our team members so they can acquire the necessary skills. This may include augmenting the team with an expert from a practice area to provide coaching.
- **Staff Member.** During the recruiting and staffing process, we verify that a potential candidate has the knowledge and skills required for the intended position. Once onboard, all staff members are expected to participate in continuous learning to improve their skills; this includes mandatory training hours that our team members must complete each year. We require individualized training plans that address the skills, knowledge, and attitude-related career needs of our personnel and the need of our clients. Courses taken must align with client and career goals.

At the center of our commitment to talent development is NTT DATA's centralized learning management system known as CATALYS. As illustrated in Figure 8, CATALYS is built on a variety of learning platforms that support our capability building programs. This online portal offers over 2,000 courses via instructor-led training, webinars, electronic learning, and blended solutions aimed at keeping our employees updated with the latest technologies and industry best practices, leading to industry certifications. These courses are used by both newly hired and experienced team members for skills required to perform their job. We also use CATALYS for client-specific training.

Our internal course offerings are augmented with vendor learning solutions including: Skillsoft, a vendor-managed learning management system that offers more than 5,000 different courses and books; SkillPort providing our employees immediate access to more than 600 courses and subject matter expertise in technology, business, process, and management; and Books 24x7, a library of just-in-time training books in thousands of disciplines and technologies.

Based on business and project-specific needs, NTT DATA also sponsors employee enrollment in training programs, conferences, and workshops offered by external training providers. NTT DATA maintains a number of partnerships and alliances with other technology companies, enabling us to frequently make discounted training available to our staff. Also, as part of our commitment to knowledge management and sharing, we provide access to internal SharePoint sites (communities of practice) and online forums for easy access to information and resources related to the specific domains in which we supply services.