CONTRACT #C000657

BETWEEN

THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES

AND

DELOITTE CONSULTING LLP

This Contract is between New York State by its designee, the NYS Office of Information Technology Services ("ITS" or "State"), with offices at the Swan Street Building, Empire State Plaza, Albany, New York, and Deloitte Consulting LLP ("DC" or "Contractor") with offices at 111 Washington Avenue, Suite 500, Albany, New York 12210, collectively referred to as the "Parties."

WHEREAS, on November 7, 2019, the State issued Request for Proposals ("RFP") RFP C000540 – IES System Integrator Master Services Agreement to obtain the services of several responsive, responsible, and qualified contractors to provide system integration services on a per lot basis, as more fully described in the RFP, for the benefit of the New York State's Integrated Eligibility System ("IES") Program initiative as part of a Master Service Agreement ("MSA"); and

WHEREAS, the RFP created a two-tiered process where the first tier established the MSA, otherwise known as this contract, and in the second tier, the State would issue a competitive Tier II Assignment ("Assignment") to the awarded contractors for system integration services such Assignment awards to be based on best value; and

WHEREAS, in response to the RFP, Contractor submitted a Proposal received on February 10, 2020 ("Contractor's Proposal"); and

WHEREAS, Contractor's Proposal was evaluated by the State and selected as a winning proposal for Lot 1, Lot 2, Lot 3, and Lot 4.

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. CONTRACT

The Contract between the Parties consists of the following documents listed below in the following order of precedence:

(i) Appendix A – Standard Clauses for All New York State Contracts;
(ii) This contract document setting forth the final agreement between the Parties;
(iii) ITS's Responses to Submitted Questions dated December 31, 2019;
(iv) Appendix C – ITS Terms and Conditions, including Appendix C-1 – Contractor's Insurance Requirements;
(v) ITS Request for Proposals Number C000540, including all appendices, attachments, exhibits, and any and all modifications or clarifications thereto;
(vi) The Statement of Work resulting from the award of the Tier II Assignment;
(vii) Tier II Assignments issued by ITS pursuant to this Contract;
(viii) Contractor's responses to the Tier II Assignments;
(ix) Contractor's clarification(s) received on February 18, 2020 and March 23, 2020; and
(x) Contractor's Proposal received on February 10, 2020.
(xi) Vend Rep

The State rejects all other Extraneous Terms submitted by Contractor not expressly accepted herein.

ITS FOIL 2022-37 000021

2. CONTRACT TERM

The term of the Contract shall be five (5) years with three (3) one (1) year optional extension periods. The Contract shall take effect and commence upon the approval of the Contract by the New York State Office of the State Comptroller ("OSC").

3. NOT-TO-EXCEED HOURLY RATES

Contractor's not-to-exceed hourly rates must adhere to those submitted in Contractor's Proposal subject to the provisions of Section 14 of Appendix C – ITS Terms and Conditions. Contractor's not-to-exceed hourly rates may only be modified as set forth in Section 14 of Appendix C.

4. CONTRACT PAYMENTS AND INVOICING

Project Services will be billable upon the completion and the State's acceptance of the Deliverable(s)/Milestone(s), defined in a Tier II Assignment. The State will withhold fifteen percent (15%) of each invoice submitted upon acceptance of a Deliverable/Milestone. The State will release the withheld payments along the following schedule:

1) Release of thirty percent (30%) of the withheld payment for resolution of all critical defects prior to Go-Live and, if applicable, Food and Nutrition Services (FNS) Go Decision and any other required federal approval or certification for system go-live;
2) Release of twenty percent (20%) of the withheld payment for resolution of all new critical defects within a timeframe established in the Tier II Assignment, but up to within six (6) months, of Go-Live;
3) Release of twenty-five percent (25%) of the withheld payment for State approval and, if applicable, any required federal approvals or certifications for federal financial participation in the funding of system operations and maintenance based on a federal assessment of system performance or stability post-go-live;
4) Release of fifteen percent (15%) of the withheld payment for resolution of all new critical defects within a timeframe established in the Tier II Assignment, but up to within twelve (12) months, of Go-Live; and
5) Release of ten percent (10%) of the withheld payment for resolution of all new critical defects within a timeframe established in the Tier II Assignment, but up to within eighteen (18) months, of Go-Live.

All invoices must reference the contract number. Contractor agrees to submit all invoices via email to the Office of General Services – Business Services Center at: accountspayable@ogs.ny.gov. Invoices must include the invoice number and the name of the agency being billed in the subject field.

All invoices must contain: (1) Contractor's Statewide Financial System (SFS) vendor number; (2) invoice number; (3) invoice date; (4) NYS Office of Information Technology Services as the agency being billed; (5) NYS purchase order number. Additionally, invoices for Project Deliverables must be for actual hours worked and also include each consultant's name, title, hourly rate, and number of hours worked in support of deliverables being invoiced for. ITS will provide the Contractor with a sample invoice for guidance in preparing the Contractor's invoice for Project Deliverables.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, this Contract has been duly executed on the date and year set out below.

NYS OFFICE OF INFORMATION TECHNOLOGY SERVICES

By: Dennis J. Quinn

Name: Dennis J. Quinn

Title: Director of Contracts

Date: August 5, 2020

DELOITTE CONSULTING LLP

By: DAB

Name: David A. Buck

Title: Principal

Date: July 10, 2020

CORPORATE ACKNOWLEDGMENT

STATE OF Connecticut }
COUNTY OF Fairfield } **ss.:** Town

On the 10th day of July in the year 2020, before me personally appeared: David A. Buck, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that his/her place of business is at 111 Washington Ave. Suite 500, Town/City of Albany, County of Albany, State of New York; and further that he is a Principal of Deloitte Consulting LLP, the corporation described in said instrument; that, by authority of the Board of Directors of Deloitte Consulting LLP, he is authorized to execute the foregoing instrument on behalf of Deloitte Consulting LLP for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

Notary Public John P. Vitucci
My Commission Expires May 31, 2021

APPROVED AS TO FORM:	**APPROVED:**
NYS OFFICE OF THE ATTORNEY GENERAL	NYS OFFICE OF THE STATE COMPTROLLER
By: ___ Title: ___ Date: ___	By: ___ Title: ___ Date: ___

APPROVED
DEPT. OF AUDIT & CONTROL
Oct 07 2020
Melissa Taub
FOR THE STATE COMPTROLLER

ITS FOIL 2022-37 000023

AMENDMENT NO. 1

TO

CONTRACT #C000657

BETWEEN

THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES

AND

DELOITTE CONSULTING LLP

This Amendment No. 1 to State Contract No. C000657 is between New York State by its designee, the NYS Office of Information Technology Services ("ITS" or "State"), with offices at the Swan Street Building, Empire State Plaza, Albany, New York, and Deloitte Consulting LLP ("Deloitte" or "Contractor") with offices at 111 Washington Avenue, Suite 500, Albany, New York 12210, collectively referred to as the "Parties."

WHEREAS, on October 1, 2020, the State entered into State Contract No. C000657 (Contract) with Deloitte as a result of Deloitte being awarded a contract pursuant to ITS Request for Proposals No. C000540 - IES System Integrator Master Services Agreement (RFP) which was to obtain the services of several responsive, responsible, and qualified contractors to provide system integration services on a per lot basis, as more fully described in the RFP, for the benefit of the New York State's Integrated Eligibility System ("IES") Program initiative as part of a Master Service Agreement ("MSA"); and

WHEREAS, Section 4 of the Contract clarified certain language in Section 14 of Appendix C to the RFP regarding the withholding of fifteen percent (15%) of all invoices and how such withheld monies would be released following a certain schedule; and

WHEREAS, the Parties have agreed to amend Section 4 of the Contract to permit the State to make determinations as to the schedule of release of withheld monies in the Tier II Assignment.

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. CONTRACT PAYMENTS AND INVOICING

Section 4 of the Contract, entitled *Contract Payment and Invoicing*, is hereby deleted in its entirety and replaced with the following:

> Project Services will be billable upon the completion and the State's acceptance of the Deliverable(s)/Milestone(s), defined in a Tier II Assignment. The State will withhold fifteen percent (15%) of each invoice submitted upon acceptance of a Deliverable/Milestone. The State will release the withheld payments along a schedule to be specified in the Tier II Assignment.
>
> All invoices must reference the contract number. Contractor agrees to submit all invoices via email to the Office of General Services – Business Services Center at: accountspayable@ogs.ny.gov. Invoices must include the invoice number and the name of the agency being billed in the subject field.
>
> All invoices must contain: (1) Contractor's Statewide Financial System (SFS) vendor number; (2) invoice number; (3) invoice date; (4) NYS Office of Information Technology Services as the agency being billed; (5) NYS purchase order number. Additionally, invoices for Project Deliverables must be for actual hours worked and also include each consultant's name, title, hourly rate, and number of hours worked in support of deliverables being invoiced for. ITS will provide the Contractor with a sample invoice for guidance in preparing the Contractor's invoice for Project Deliverables.

ITS FOIL 2022-37 000024

2. CONTRACT

All other terms and conditions of the Contract not specifically amended by this Amendment No. 1 remain unchanged and shall continue in full force and effect. Except as specifically provided herein, this Contract may not be changed, altered or modified except by a written agreement signed by both Parties and approved by both the New York State Office of the Attorney General and the New York State Office of the State Comptroller.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, this Amendment No. 1 has been duly executed on the date and year set out below.

NYS OFFICE OF INFORMATION TECHNOLOGY SERVICES

By: Elaine K Blanchet

Name: Elaine K Blanchet

Title: CMS III

Date: Oct. 14, 2021

DELOITTE CONSULTING LLP

By: DBuck

Name: David A. Buck

Title: Principal

Date: July 28, 2021

CORPORATE ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF Saratoga) **ss.:**

On the 28 day of July in the year 2021 before me personally appeared: David A. Buck, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that his place of business is at 111 Washington Ave., Suite 500, Town/City of Albany, County of Albany, State of New York; and further that s/he is the Principal of Deloitte Consulting LLP, the corporation described in said instrument; that, by authority of the Board of Directors of Deloitte Consulting LLP, he is authorized to execute the foregoing instrument on behalf of Deloitte Consulting LLP for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said limited liability partnership as the act and deed of said corporation.

Nancy Sullivan
Notary Public

NANCY SULLIVAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SU6205357
Qualified in Saratoga County
Commission Expires May 11, 2025

APPROVED AS TO FORM:	**APPROVED:**
NYS OFFICE OF THE ATTORNEY GENERAL	NYS OFFICE OF THE STATE COMPTROLLER
By:	By:
Title:	Title:
Date:	Date:

APPROVED
DEPT. OF AUDIT & CONTROL
Oct 28 2021
Hannah Czyzewski
FOR THE STATE COMPTROLLER

ITS FOIL 2022-37 000026

AMENDMENT NO. 2

TO

CONTRACT #C000657

BETWEEN

THE NEW YORK STATE OFFICE OF INFORMATION TECHNOLOGY SERVICES

AND

DELOITTE CONSULTING LLP

This Amendment No. 2 to State Contract No. C000657 is between New York State by its designee, the NYS Office of Information Technology Services ("ITS" or "State"), with offices at the Swan Street Building, Empire State Plaza, Albany, New York, and Deloitte Consulting LLP ("Deloitte" or "Contractor") with offices at 111 Washington Avenue, Suite 500, Albany, New York 12210, collectively referred to as the "Parties."

WHEREAS, on October 1, 2020, the State entered into State Contract No. C000657 ("Contract") with Contractor as a result of Contractor being awarded a contract pursuant to ITS Request for Proposals No. C000540 - IES System Integrator Master Services Agreement (RFP) which was to obtain the services of several responsive, responsible, and qualified contractors to provide system integration services on a per lot basis, as more fully described in the RFP, for the benefit of the New York State's Integrated Eligibility System ("IES") Program initiative as part of a Master Service Agreement ("MSA"); and

WHEREAS, Contractor, as a result of potentially providing system integration services under the MSA, may have access to Federal Tax Information ("FTI"), it is necessary to add language from Exhibit 7 to the U.S. Internal Revenue Service's ("IRS") Publication 1075, which was revised in December 2021, to the Contract; and

WHEREAS, the Parties have agreed to add a Section 5 to the Contract incorporating the IRS's Publication 1075's Exhibit 7 regarding the safeguarding of FTI to which the Contractor may have access.

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. SAFEGUARDING FEDERAL TAX INFORMATION

The Parties hereby agree to add Section 5 of the Contract, entitled *Safeguarding Federal Tax Information*, to be read as follows:

5. SAFEGUARDING FEDERAL TAX INFORMATION

I. PERFORMANCE

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by Contractor Staff with the following requirements:

(1) All work will be performed under the supervision of the Contractor.

(2) The Contractor and Contractor Staff to be authorized access to Federal Tax Information (FTI) must meet the background check requirements defined in IRS Publication 1075. The Contractor will maintain a list of Contractor Staff authorized access to FTI. Such list will be provided to ITS and, upon request, to the IRS.

(3) FTI made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure of FTI to anyone other than the Contractor or Contractor Staff authorized is prohibited.

ITS FOIL 2022-37 000027

(4) All FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products will be given the same level of protection as required for the source material.

(5) The Contractor will certify that the FTI processed during the performance of this Contract will be completely purged from all physical and electronic data storage with no output to be retained by the Contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the Contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to ITS. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide ITS with a statement containing the date of destruction, description of material destroyed, and the destruction method.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this Contract will be subcontracted without prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this Contract apply to performing services with FTI, the Contractor shall assume toward the subcontractor all obligations, duties and responsibilities that ITS under this Contract assumes toward the Contractor, and the subcontractor shall assume toward the Contractor all the same obligations, duties and responsibilities which the Contractor assumes toward ITS under this Contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this Contract apply to the subcontractor, and the subcontractor is bound and obligated to the Contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to ITS under this Contract.

(13) ITS will have the right to void the Contract if the Contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each Contractor Staff of a Contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such Contractor Staff can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each Contractor Staff of a Contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such Contractor Staff may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(3) Each Contractor Staff of a Contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the Contractor Staff in an amount equal to the sum of the greater of $1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized

access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(4) Additionally, it is incumbent upon the Contractor to inform its Contractor Staff of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of their employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(5) Granting a contractor access to FTI must be preceded by certifying that each Contractor Staff understands ITS's security policies and procedures for safeguarding FTI. The Contractor and Contractor Staff must maintain their authorization to access FTI through annual recertification of their understanding of ITS's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the ITS's files for review. As part of the certification and at least annually afterwards, the Contractor and each Contractor Staff must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training on ITS's security policies and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches (See Section 10). For the initial certification and the annual recertifications, the Contractor and each Contractor Staff must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and ITS, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process, or transmit FTI. Based on the inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with FTI safeguard requirements.

2. CONTRACT

All other terms and conditions of the Contract not specifically amended by this Amendment No. 2 remain unchanged and shall continue in full force and effect. Except as specifically provided herein, this Contract may not be changed, altered or modified except by a written agreement signed by both Parties and approved by both the New York State Office of the Attorney General and the New York State Office of the State Comptroller.

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IN WITNESS WHEREOF, this Amendment No. 2 has been duly executed on the date and year set out below.

NYS OFFICE OF INFORMATION TECHNOLOGY SERVICES

By: _____

Name: Shaun Katz

Title: Director, Vendor Sourcing and Management

Date: May 10, 2022

DELOITTE CONSULTING LLP

By: _____

Name: DAVID A. BUCK

Title: PRINCIPAL

Date: MAY 7, 2022

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK }
ss.:
COUNTY OF NEW YORK }

On the 7th day of May in the year 2022 before me personally appeared: DAVID A. BUCK, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that his/her place of business is at 111 WASHINGTON AVENUE, ALBANY Town/City of NEW YORK, County of ALBANY, State of NEW YORK; and further that s/he is the PRINCIPAL of DELOITTE CONSULTING, the corporation described in said instrument; that, by authority of the Board of Directors of DELOITTE, s/he is authorized to execute the foregoing instrument on behalf of DELOITTE CONSULTING for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

LESLIE ALWADISH
Notary Public, State of New York
NO. 01AL4852847
Qualified in New York County
Commission Expires Feb. 10, 2026

Leslie Alwadish

Notary Public

APPROVED AS TO FORM:	**APPROVED:**
NYS OFFICE OF THE ATTORNEY GENERAL	NYS OFFICE OF THE STATE COMPTROLLER
By: ___ Title: ___ Date: ___	By: ___ Title: ___ Date: ___

APPROVED
DEPT. OF AUDIT & CONTROL
May 13 2022
Hannah Czyzewski
FOR THE STATE COMPTROLLER

NEW YORK STATE OF OPPORTUNITY. | Office of Information Technology Services

ANDREW M. CUOMO
Governor

April 30, 2021

David A Buck
Deloitte Consulting LLP
111 Washington Avenue, Suite 500
Albany, NY 12210

Re: Letter Amendment to C000657 per Federal guidance

By execution of this letter amendment, the parties to State Contract No. C000657 (hereinafter the "Contract"), the New York State Office of Information Technology Services (hereinafter "ITS"), on behalf of the State of New York, and Deloitte Consulting LLP (hereinafter "Contractor") hereby agree to the following:

1. Section 18 of Appendix C to the Contract, entitled *Federal Funding and Operating Clauses*, is hereby deleted in its entirety and replaced with the following:

FEDERAL FUNDING AND OPERATING CLAUSES

18.1 Federal Funding

To the extent that any of the goods or services provided under this Agreement may be funded in whole or in part by Federal funds, Contractor agrees to comply with all applicable Federal laws, rules and regulations required for the receipt and/or expenditure of such funds, including, but not limited to 2 CFR Part 200, relating to procurements by States and any Federal laws, rules and regulations specifying Federal government intellectual property rights.

18.2 Governing Laws, Rules, and Regulations

The services render by the Contractor must comply with the applicable provisions of Title IV-D of the Social Security Act and Farm Bill, the implementing regulations at 42 CFR 433, 7 CFR 277.18(h), and those laws, rules, and regulations set forth in Table 53 of the FNS Handbook 901, dated January 2019, as amended from time to time by the applicable Federal Agency. The regulations, as amended, and guidelines to these regulations applicable to implementing and operating eligibility and enrollment systems are to be considered part of the Contract.

Systems and modules developed, installed, or improved with 90 percent match must include documentation of components and procedures such that the systems could be operated by a variety of contractors or other users.

18.3 Debarment and Suspension

The Contractor agrees to comply with the provisions of this section as set forth below:

As required by Executive Orders 12549 and 12689, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

The applicant (i.e., "Offeror") certifies that, as of the date of its Proposal submission, it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding the date of its Proposal submission been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

4. Have not within a three-year period preceding the date of its Proposal submission had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Offeror is unable to certify to any of the statements in this certification, he or she shall attach an explanation to its Proposal.

18.4 Byrd Anti-Lobbying Amendment

The Contractor agrees to comply with the provisions of this section as set forth below:

Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The Byrd Anti-Lobbying Amendment prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over $100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant (i.e., "Offeror") certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grantor o cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be include in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

18.5 Clean Air Act

The Contractor agrees to comply with the provisions of the Clean Air Act (42 U.S.C. 7401-7671q), as amended and the stipulations contained in the Clean Air Act, Section 7606, as set forth below:

1. No Federal agency may enter into any contract with any person who is convicted of any offense under section 7413(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 7413(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 7413(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

2. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

3. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

4. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

18.6 Clean Water Act

The Contractor agrees to comply with the provisions of the Federal Water Pollution Control Act (33 U.S.C. 1251-1387, as amended and the stipulations contained in The Clean Water Act, Section 1368, as set forth below:

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 1319(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

(1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

(2) In paragraph (1), the term "commercial item" has the meaning given such term in section 103 of title 41.

18.7 Americans with Disabilities Act and Rehabilitation Act

The Contractor agrees to comply with the provisions of this section as set forth below:

Regulations implementing Title II of the Americans with Disabilities Act (42 U.S.C. 12131 et seq) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services (28 CFR Part 35, Title II, Subtitle A).

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) mandates that no otherwise qualified individual with a disability shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (45 CFR Part 84). Federally funded programs and activities may not, in providing aids, benefits or services provide qualified handicapped individuals with an aid, benefit or service that is not as effective as that provided to others 45 CFR Part 84.4(b).

18.8 Access to Systems and Records

Pursuant to 45 CFR 75.364, the U.S. Department of Health and Human Services, U.S. Department of Agriculture, applicable inspector generals, the Comptroller General of the United States, and the federal pass-through entity, including any of their authorized representatives, reserve the right to access any documents, papers, or other records which are pertinent to any federal financial participation received as part of this Contract in order to make audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to the documents. This right of access shall last as long as the records are retained.

Pursuant to 45 CFR 95.615, the applicable federal agencies reserve the right to access any system supported by federal financial participation, including pertinent staff, design developments, operation, and cost records of the Contractor and any subcontractor at such intervals as deemed necessary by the applicable federal agency to determine whether the conditions for approval are being met and to determine the efficiency, economy, and effectiveness of the system.

18.9 Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

18.10 Davis-Bacon Act

Contractor shall, to the extent applicable, comply with the Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) which requires all construction contracts awarded by recipients of more than $2000 to comply with the Act as supplemented by USDOL Regulations 29 CFR Part 5 requiring all Contractors to pay wages to laborers and mechanics at a rate not less than the minimum wage specified by the Federal Secretary of Labor, which wages shall be paid not less than once a week. The recipient shall place a copy of the federally specified wage (the "prevailing wage") in each solicitation and the award of a contract shall be conditioned upon acceptance of such a determination. The recipient must report all suspected/reported violations to the Federal awarding agency.

18.11 Copeland "Anti-Kickback" Act

The Contractor shall, to the extent applicable, comply with the "Anti-Kickback Act" (40 USC 3145, as supplemented by 29 CFR Part 3) which provides that all contracts/sub-grants greater than $2,000 for construction or repair must have a provision requiring compliance with 18 USC 874 as supplemented by 29 CFR Part 3, which prohibit Contractors or sub-recipients from inducing by any means any person employed in construction, completion or repair of public work to give up any part of compensation to which they are otherwise entitled and that the recipient shall report all suspected/reported violations to the Federal awarding agency.

18.12 Rights to Inventions Made Under the Contract

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency."

18.13 Contract Work Hours and Safety Standards Act

Contractor shall, to the extent applicable, comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq.) which requires, where applicable, that all construction contracts and other contracts involving employment of mechanics and laborers require compliance with 40 U.S.C. 3701 et seq. as supplemented by USDOL Regulations 29 CFR 5 when said contracts exceed $100,000, which references require that work in excess of 40 hours/week be recompensed at a rate at least 50% greater than the basic pay rate and that no work be required in unsanitary, hazardous, or dangerous conditions. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

2. In addition to the requirements set forth in Section 30 of Appendix C to the Contract, entitled *Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority and Women Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women*, and Section 45, entitled *Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance*, Contractor agrees to comply with Federal affirmative action steps for subcontractor selection as required by 45 CFR 75.330(b)(6), and detailed by 45 CFR 75.330(b)(1-5).

3. Section 32 of Appendix C to the Contract, entitled *Conflicts of Interest*, is hereby deleted and replaced with the following:

   Contractor, by entering into the Contract, certifies that performance under the Contract does not and will not create a conflict of interest as defined under the Public Officers Law of the State of New York, including any implementing regulations, State or ITS policies, applicable court precedent, or applicable Federal laws, regulations, rules, and guidelines including 45 CFR parts 75.112 and 75.327(b)&(c). A conflict of interest may include any situation that may have or appear to impair Contractor's ability to provide objective and impartial information, advice, or counsel, or create an unfair competitive advantage for the Contractor or its subcontractors. Contractor further acknowledges that by entering into the Contract that it may be precluded from bidding on other ITS solicitations where Contractor prepares and furnishes specifications to be used in a competitive solicitation pursuant to SFL § 163-a and any applicable Federal laws, rules, and regulations.

All other terms and conditions of the Contract not specifically amended by this letter amendment remain unchanged and shall continue in full force and effect. Except as specifically provided herein, the Contract may not be changed, altered or modified except by a written agreement signed by both Parties and approved by both the New York State Offices of the Attorney General and State Comptroller.

This letter amendment, duly executed by the parties on the date and year set out below, shall take effect upon approval by the Office of the State Comptroller.

STATE OF NEW YORK
OFFICE OF INFORMATION TECHNOLOGY SERVICES

BY: Dennis J. Quinn

NAME: Dennis J. Quinn

TITLE: Director of Contracts

Date: 6/22/2021

DELOITTE CONSULTING LLP
Federal Identification No: 06-1454513

BY: DAB

NAME: David A. Buck

TITLE: Principal

Date: May 13, 2021

APPROVED AS TO FORM:	APPROVED:
NYS OFFICE OF THE ATTORNEY GENERAL	NYS OFFICE OF THE ~~STATE~~ COMPTROLLER
By:	By:
Title:	Title:
Date:	Date:

APPROVED
DEPT. OF AUDIT & CONTROL
Aug 05 2021
Melissa Taub
FOR THE STATE COMPTROLLER

CORPORATE ACKNOWLEDGMENT

STATE OF New York }

ss.:

COUNTY OF Saratoga }

On the 13 day of May in the year 2021 before me personally appeared: David A. Buck, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that his/her place of business is at Deloitte Consulting LLP, Town/City of Albany, County of Albany, State of New York; and further that he is the Principal of Deloitte Consulting LLP, the corporation described in said instrument; that, by authority of the Board of Directors of Deloitte Consulting LLP, he is authorized to execute the foregoing instrument on behalf of Deloitte Consulting LLP for purposes set forth therein; and that, pursuant to that authority, s/he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

Nancy Sullivan
Notary Public

NANCY SULLIVAN
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01SU6205357
Qualified In Saratoga County
Commission Expires May 11, 2025