TO: DOB01

☐ Enclosed is an approved contract. Refer to this contract number and Department ID in all correspondence.

☐ Enclosed is an approved Amendment No./Change Order No. __________________________ in the amount of $__________________.

☐ Extension is approved to __________________________ Amount if applicable $__________________.

☐ Enclosed is an approved purchase order. Refer to this purchase order number and Department ID in all correspondence.

☐ Enclosed is an approved purchase order change notice in the amount of $__________________

________________________
This is primary contract

________________________
Secondary US CO00461
### Single Transaction Summary

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| Contract ID: 000000000000000000083741 | Version #: 1 |

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**Supplier ID**: 1100008390  
**Supplier Name**: THE BOSTON CONSULTING GROUP INC  
**OFFICE OF THE STATE COMPTROLLER RECEIVED**: AUG 2 2 2019  
**BUREAU OF CONTRACTS**

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**Reporting Code**  
**Method of Award**  
DEPT. OF AUDIT & CONTROL  
**Number of Bids**  
**Special Code**  
**Date Received**  
**Date Approved**  
**Date Rejected**  
**Auditor's Initials**
CONTRACT NO.: C000460

NEW YORK STATE DIVISION OF THE BUDGET
AND
THE BOSTON CONSULTING GROUP, INC.
FOR STRATEGY AND IMPLEMENTATION ADVISORY SERVICES
FOR THE PERIOD
AUGUST 15, 2019 THROUGH AUGUST 14, 2024

THIS IS AN AGREEMENT (the “AGREEMENT”) by and between the NEW YORK STATE
DIVISION OF THE BUDGET (hereinafter referred to as the “DIVISION”), and THE
BOSTON CONSULTING GROUP, INC. (hereinafter referred to as “BCG” or
“CONTRACTOR”), with offices located at 10 Hudson Yards, New York, NY 10001.

WITNESSETH

WHEREAS, the DIVISION works to promote the best use of New York State
(“STATE”) resources, to ensure the financial integrity of the STATE, and to assist the
Governor in managing STATE fiscal matters; and

WHEREAS, to assist the DIVISION, a Request for Proposals (“RFP”) for Strategy
and Implementation Advisory Services was issued on May 7, 2019, a copy of which is
incorporated hereto as Appendix B; and

WHEREAS, after an evaluation of the proposals submitted for the performance of
such work, the DIVISION has determined that BCG is a responsible and qualified firm to
perform Primary Strategy and Implementation Advisory Services based upon its Proposal
dated June 11, 2019, a copy of which is incorporated hereto as Appendix C; and

WHEREAS, the CONTRACTOR is willing to serve as Primary Strategy and
Implementation Advisory Service consultant to the DIVISION, as outlined in the RFP and
herein;

NOW, THEREFORE, in consideration of the terms and conditions of this
AGREEMENT, it is hereby mutually agreed upon by and between the DIVISION and the
CONTRACTOR (each individually a “PARTY” and collectively “PARTIES”), as follows:

I. SERVICES

A. The DIVISION does hereby engage the services of BCG to provide Strategy and
Implementation Advisory Services consistent with Section 1 of the RFP. Upon
request, the CONTRACTOR will be asked to provide advice, assistance, guidance
or analysis on, but not be limited to, the following:

- Transforming or reengineering government business models and operations.
- Designing and evaluating STATE strategy and policy.
- Supporting effective large-scale transformation and change management initiatives.
- Cross-functional application of project management methodologies (e.g., agile) to shape government business processes and management.
- Redesigning public sector organizational and operational models.
- Supporting service delivery methods to enhance customer experience.

**Vision**

The CONTRACTOR may be asked to clearly define the course of action needed to meet the objectives of the STATE. This may include, but not be limited to:

- Advising the STATE on the use of strategic tools, data analytics and other processes that will support identifying and assessing the major current/future and internal/external issues facing the STATE.
- Examining current strategic initiatives to evaluate their success and determine if any adjustments could better achieve desired outcomes.
- Working with Executives to review and prioritize the STATE's objectives.
- Facilitating discussions to identify areas of opportunities/challenges and address emerging concerns within the STATE.
- Reviewing disparate STATE objectives to identify opportunities for alignment that would result in efficiencies and better results.

**Design**

The CONTRACTOR may be asked to create policy and action plans for achieving long-term strategic objectives and the desired outcomes of the STATE. This may include, but not be limited to:

- Providing expertise and guidance with respect to change management initiatives that are necessary to achieve desired outcomes.
- Coordinating the involvement of key stakeholders throughout the STATE necessary to make informed decisions on a project.
- Establishing and supporting a framework of analysis to support decision-making and advise on policy direction for major issues facing the STATE.
- Informing strategic planning processes to ensure delivery of strategies and initiatives are relevant and aligned with STATE priorities.
- Providing detailed analytics and/or data on best practices/trends to support possible course of action and make an informed decision.
- Providing specific, clear and concise recommendations to the STATE to implement strategic plans, mitigate risks and ensure sustainable results after implementation.
- Identifying any internal or external risks that would prevent the STATE from achieving its strategic objectives.
• Analyzing the potential consequences of strategic alternatives.

Deliver

The CONTRACTOR may be asked to develop and support the actions required before and during the implementation of a solution to obtain sustainable results. This includes identifying any areas that may require assistance from internal/external resources, tools needed to implement the solution, assessing a timeline, identifying key performance indicators, establishing a schedule for progress reviews, setting up a process for feedback/challenges faced and measuring actual results versus the actual plan and expected outcomes. This may include, but not be limited to:

• Working with key stakeholders to develop their roles and responsibilities to achieve the STATE’s objectives.
• Outlining a process to ensure a successful implementation and evaluation of the strategic plan with measurable key performance-based indicators.
• Defining implementable goals to assess effectiveness and ensure the successful delivery of the STATE’s priorities.
• Monitoring implementation processes to ensure recommendations are followed.
• Re-examining strategic plan to ensure alignment with STATE priority initiatives.
• Establishing mechanism for feedback, challenges faced and actions necessary to move forward.
• Identifying any performance gaps that can prevent a successful strategic plan.
• Recommending modifications and potential derivatives to the STATE, as needed.
• Supporting the implementation of strategies, innovation models, change management initiatives and other priority areas to improve the performance of the STATE and ensure sustainability beyond the project end date.

Statement of Work

In all cases, and at the onset of each project, the CONTRACTOR and DIVISION will document in a Statement of Work (SOW) the required services to complete the project, deliverables to be developed and outcomes to be achieved, project costs and payment structures, and any MWBE/SDVOB subcontracting goals. The CONTRACTOR will also be expected to maintain adequate documentation of its work, work under the direction of the DIVISION, and satisfy all of its obligations under the SOW.

B. The CONTRACTOR agrees to perform and furnish the services and/or deliverables required in connection herewith in accordance with all conditions, covenants and representations contained in this AGREEMENT.
C. Deliverable Acceptance: The DIVISION will be responsible for review and acceptance of the Services and/or Deliverables. Acceptance of the Services and/or Deliverables shall be in accordance with the following:

1. Notification: The CONTRACTOR will submit to the DIVISION written notification indicating the Services and/or Deliverables that were completed, a summary of each of the completed Services and/or Deliverables, and a copy of the completed Deliverable(s) ("Notification"), if necessary.

2. Acceptance Criteria: The acceptance criteria for the Services and/or Deliverables shall be its substantial conformance to the requirements and descriptions set forth in any SOW ("Acceptance Criteria").

3. Acceptance: The DIVISION shall have a twenty (20) business day acceptance period, unless otherwise mutually agreed to by the DIVISION and CONTRACTOR, to approve Services and/or Deliverables that conform in all material respects to the Acceptance Criteria. The acceptance period shall begin upon transmittal by CONTRACTOR to the DIVISION of a written Notification that the Services and/or Deliverables have been completed and are ready for approval, and shall be counted from and include the first working day following the delivery of the Notification to the DIVISION. The DIVISION shall provide CONTRACTOR (i) with written approval of the Services and/or Deliverables or (ii) with a written statement which identifies in reasonable detail, with references to the applicable Acceptance Criteria, all of the deficiencies preventing approval ("Deficiencies"). All Services and/or Deliverables shall require the written approval by the DIVISION that such Services and/or Deliverables conform in all material respects with the Acceptance Criteria.

CONTRACTOR shall have ten (10) business days (or such other period mutually agreed to by the DIVISION and CONTRACTOR) to complete all such corrective actions or changes in order for such Services and/or Deliverables to conform in all material respects with the Acceptance Criteria. The count of such business days shall begin on the first business day following CONTRACTOR's receipt of the written statement of Deficiencies and/or required corrective actions identified by the DIVISION.

The DIVISION shall have twenty (20) business days to review the revised Services and/or Deliverables (or such other period mutually agreed to by the DIVISION and CONTRACTOR) and to notify CONTRACTOR in writing of acceptance or rejection in accordance with the foregoing provisions of this Section. If the DIVISION has not approved the Services and/or Deliverables after correction by CONTRACTOR, the CONTRACTOR and the DIVISION may mutually agree to further steps to correct outstanding material deficiencies. However, in no event shall the total time allocated for review, correction and re-review of material Deficiencies in Services and/or Deliverables, exceed ninety (90) days.
The DIVISION shall have final sign-off responsibility on all Services and/or Deliverables. Services and/or Deliverables may be provided concurrently to the DIVISION for review and acceptance in accordance with this Section.

D. Utilization of the Primary and Secondary consultant: The Primary consultant shall be given first opportunity to accept an assignment, unless in the case of a condition noted below. There is no commitment by the DIVISION that the Secondary consultant will be requested to provide any services. The DIVISION will award assignments to the Secondary consultant if one or more of the following conditions exist:

1. The Primary consultant has an actual or potential conflict of interest that, in the sole determination of the DIVISION, could prevent the consultant from satisfactorily or ethically performing the assignment;

2. The Secondary consultant has a demonstrated expertise that, in the sole determination of the DIVISION, is superior to that of the Primary consultant for purposes of a particular assignment;

3. The DIVISION determines that the Primary consultant cannot undertake or complete an assignment or make appropriate staff available within the timeframes and costs established by the DIVISION for the assignment;

4. The DIVISION and the Primary consultant are unable to come to agreement on the requirements and/or cost to complete an assignment;

5. The Primary consultant and the DIVISION mutually agree that work on a specific project be performed by the Secondary consultant.

II. TERM

BCG agrees to perform the aforesaid services for a five-year period beginning August 15, 2019 and ending August 14, 2024.

Notwithstanding the expiration of this AGREEMENT, a SOW may require the CONTRACTOR to work beyond that date through the completion of a specific project, in which event the terms and conditions of this AGREEMENT shall survive expiration of the AGREEMENT term and apply through completion of project and acceptance by the STATE.

III. COMPENSATION

A. BCG’s rates for services rendered under this AGREEMENT shall not exceed the hourly rates as shown below:
<table>
<thead>
<tr>
<th>Title</th>
<th>Hourly Rate</th>
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<tr>
<td></td>
<td>Contract Year 1</td>
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<td>2019-20</td>
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</table>

The above rates shall apply to all hourly compensation paid under this AGREEMENT. The hourly rates are inclusive of personnel, travel, postage, reproduction and all other expenses related to the engagement.

B. Payment under this AGREEMENT shall not exceed $32,000,000 for the contract term.

C. CONTRACTOR will be compensated only for services that are performed in accordance with a mutually agreed upon SOW as described in Section I of this AGREEMENT.

D. Billings for services rendered shall be submitted to the DIVISION as specified in the SOW.

E. The CONTRACTOR acknowledges that it will not receive payment on any invoices submitted under this AGREEMENT unless or until it complies with the State Comptroller’s electronic payment procedures.

F. Fees shall become payable by the STATE upon receipt of an invoice in accordance with this section. Properly invoiced fees not paid within 30 days of receipt of the invoice and services will be paid with interest in accordance with Article 11-A of New York State Finance Law. Any and all such invoices shall contain a detailed itemization of requested compensation which shall, at the minimum include:

1. The number assigned to this AGREEMENT (C000460), the CONTRACTOR’s New York State Vendor Identification Number, an invoice number, and invoice date;
2. Name(s) and title(s) (as identified in this section) of the CONTRACTOR staff providing services;
3. Name(s) of DIVISION employees, or their designee(s), requesting the services and directly involved;
4. Specific identification of the services provided;
5. Amounts to be compensated as defined in the SOW; and
6. Dates upon which the services were performed.

All invoices should be submitted electronically to the DIVISION at contracts@budget.ny.gov.
G. The CONTRACTOR shall not be reimbursed for the preparation of invoices or billing statements or for the time spent correcting any error in previously submitted invoices or billing statements.

IV. RELATIONSHIP OF PARTIES

The relationship of the CONTRACTOR to the DIVISION shall be that of an independent contractor. In accordance with such status as an independent contractor, the CONTRACTOR covenants and agrees to act consistent with such status: to neither hold itself out as, nor claim to be, an officer or employee of the DIVISION or the STATE by reason hereof; and not to, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DIVISION or the STATE, including but not limited to Workers’ Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership credit.

V. STAFF

A. The CONTRACTOR shall assign Rich Davey as the Engagement Partner, Jake Luce as the Project Manager, and the other personnel referenced in its proposal, but is not limited in its utilization of other personnel for its duties hereunder, subject to the approval of the DIVISION.

B. CONTRACTOR staff assigned to work on this project shall be subject to approval by the DIVISION. It is highly desirable that staff assigned to work on a project continue to work on the project until completion. The DIVISION reserves the right to require security clearance and criminal history checks of the CONTRACTOR and/or staff.

C. The CONTRACTOR specifically represents and agrees that its members, officers, employees, agents, consultants, shareholders, and subcontractors have and shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties performed hereunder. All employees of the CONTRACTOR, or of its subcontractors, who shall perform the services under this AGREEMENT, shall possess the necessary qualifications, training, licenses, and permits as may be required within the jurisdiction where the services specified are to be provided or performed, and shall be legally entitled to work in such jurisdiction. All persons, corporations, or other legal entities that perform services under this AGREEMENT on behalf of CONTRACTOR shall, in performing the services, comply with all applicable Federal and STATE laws concerning employment in the United States.

D. This AGREEMENT is intended to secure the professional services of the CONTRACTOR because of its ability and shall not be assigned, conveyed, transferred, or disposed of by the CONTRACTOR.
E. The CONTRACTOR shall be fully responsible for performance of work by and conduct of its staff and subcontractor’s staff. The DIVISION reserves the right to request removal of any CONTRACTOR staff or subcontractor staff if, in the DIVISION’s sole discretion, such staff is not performing in accordance with the AGREEMENT.

F. The CONTRACTOR shall notify the DIVISION immediately of any proposed changes in staff. The DIVISION has an absolute right and discretion to approve or disapprove any proposed changes in staff. The DIVISION, in each instance, will be provided with a summary of experience of the proposed substitute and an opportunity to interview that person, prior to giving its approval or disapproval; approval shall not be unreasonably withheld. The replacement staff must have the skills, experience and expertise that is comparable to or better than that of the person they will replace, and will be provided at the same or lower hourly rate.

G. The CONTRACTOR and its staff must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other STATE codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with the STATE. Failure to comply with these requirements may result in termination of the AGREEMENT and/or other civil or criminal proceedings as required by law.

VI. SUBCONTRACTING

The CONTRACTOR agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of the DIVISION. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The CONTRACTOR may arrange for a portion/s of its responsibilities under this AGREEMENT to be subcontracted to qualified, responsible subcontractors, subject to approval of the DIVISION. If the CONTRACTOR determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this AGREEMENT must be fully explained by the CONTRACTOR to the DIVISION. The CONTRACTOR retains ultimate responsibility for all services performed under the AGREEMENT.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this AGREEMENT including, but not limited to, the body of this AGREEMENT, Appendix A – Standard Clauses for New York State Contracts dated January 2014, and Appendix B – Request for Proposals dated May 7, 2019. Unless waived in writing by the DIVISION, all subcontracts between the CONTRACTOR and subcontractors shall expressly name the STATE, through the DIVISION, as the sole intended third party beneficiary of such subcontract. The DIVISION reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the DIVISION or the STATE a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the DIVISION.
The DIVISION reserves the right, at any time during the term of the AGREEMENT, to verify that the written subcontract between the CONTRACTOR and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this AGREEMENT.

The CONTRACTOR shall give the DIVISION immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the CONTRACTOR's duties under the AGREEMENT. Any subcontract shall not relieve the CONTRACTOR in any way of any responsibility, duty and/or obligation of the AGREEMENT.

VII. RESERVATIONS

The DIVISION reserves the right to employ other consultants and contractors in connection with its responsibilities and functions. In that event, the CONTRACTOR will, as directed by the DIVISION, cooperate and work in harmony with such consultants and contractors.

VIII. DIVISION REPRESENTATIVES

A. The DIVISION, with the commencement of this AGREEMENT, designates as its representative, Jason DiGianni, or his designee(s).

B. Such representatives shall request, oversee, supervise and accept performance of services performed by the CONTRACTOR and shall receive any required submissions. Whenever an agreement action is to be taken or approval for services is to be given by the DIVISION such action or approval may be given only by such representative(s) designated pursuant to this Section.

C. All Notices under this AGREEMENT shall be directed to the representatives identified in this Section, or their designee(s).

D. The DIVISION may, on written notice, designate other individuals as its representatives.

IX. CONFLICTS OF INTEREST

A. The CONTRACTOR has provided a form (Firm Assurance of No Conflict of Interest or Detrimental Effect), signed by an authorized executive or legal representative attesting that the CONTRACTOR's performance of the services does not and will not create a conflict of interest with, nor position the CONTRACTOR to breach any other contract currently in force with the STATE, that the CONTRACTOR will not act in any manner that is detrimental to any STATE project on which the CONTRACTOR is rendering services.
B. The CONTRACTOR hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the CONTRACTOR’s satisfactory or ethical performance of duties required to be performed pursuant to the terms of this AGREEMENT. The CONTRACTOR shall have a duty to notify the DIVISION immediately of any such actual or potential conflicts of interest.

C. In conjunction with any subcontract under this AGREEMENT, the CONTRACTOR shall obtain and deliver to the DIVISION, prior to entering into a subcontract, a Firm Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. The CONTRACTOR shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the DIVISION a signed and completed Firm Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.

D. The DIVISION and the CONTRACTOR recognize that conflicts may occur in the future because the CONTRACTOR may have existing, or establish new, relationships. The DIVISION will review the nature of any relationships and reserves the right to terminate this AGREEMENT for any reason, or for cause, if, in the judgment of the DIVISION, a real or potential conflict of interest cannot be cured.

X. PUBLIC OFFICERS LAW

Contractors, consultants, vendors, and subcontractors may hire former STATE Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the STATE Agency or Authority may neither appear nor practice before the STATE Agency or Authority, nor receive compensation for services rendered on a matter before the STATE Agency or Authority, for a period of two years following their separation from STATE Agency or Authority service. In addition, former STATE Agency or Authority employees are subject to a “lifetime bar” from appearing before the STATE Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated, or which was under their active consideration during their tenure with the STATE Agency or Authority.

XI. ETHICS REQUIREMENTS

The CONTRACTOR and its subcontractors shall not engage any person who is, or has been at any time, in the employ of the STATE to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of STATE employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The CONTRACTOR certifies that all of its employees and those of its subcontractors who are former employees of the STATE and who are assigned to perform services under this AGREEMENT shall
be assigned in accordance with all Ethics Requirements. During the term, no person who is employed by the CONTRACTOR or its subcontractors and who is disqualified from providing services under this AGREEMENT pursuant to any Ethics Requirements may share in any net revenues of the CONTRACTOR or its subcontractors derived from this AGREEMENT. The CONTRACTOR shall identify and provide the STATE with notice of those employees of the CONTRACTOR and its subcontractors who are former employees of the STATE that will be assigned to perform services under this AGREEMENT, and make sure that such employees comply with all applicable laws and prohibitions. The STATE may request that the CONTRACTOR provide it with whatever information the STATE deems appropriate about each such person's engagement, work cooperatively with the STATE to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the STATE, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The STATE shall have the right to withdraw or withhold approval of any subcontractor if utilizing such subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The STATE shall have the right to terminate this AGREEMENT at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

XII. WARRANTIES

The CONTRACTOR warrants that it will perform services in good faith and in a professional manner and that the services will conform in all material respects to the description of such services set forth herein. The warranties expressly set forth in this AGREEMENT are in lieu of all other warranties, expressed or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

The CONTRACTOR warrants that its services shall be performed in accordance with applicable professional standards and that the CONTRACTOR shall correct, at no charge to the DIVISION or the STATE, services which fail to meet applicable professional standards, and which result in obvious or patent errors in the progression of its work.

XIII. PERFORMANCE MONITORING

The CONTRACTOR's performance will be assessed by the DIVISION according to the achievement of CONTRACTOR's contractual obligations in a timely and professional manner, as set forth herein. The DIVISION will utilize progress reports and periodic meetings to ensure that the project is carried out on a timely basis and results in effective recommendations and work products.
XIV. INDEMNIFICATION AND LIABILITY

A. The CONTRACTOR shall be fully liable without monetary limitation for any act or omission of the CONTRACTOR, its employees, subcontractors and agents, and shall fully indemnify and hold harmless the STATE from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or tangible personal property or intellectual property caused by fault or negligence of CONTRACTOR, its employees, subcontractors or agents arising from the CONTRACTOR’s performance of the AGREEMENT, provided, however, that the CONTRACTOR shall not be obligated to indemnify the STATE for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act by the STATE or the acts of third parties, other than those provided by the CONTRACTOR to perform under the AGREEMENT. In connection with the foregoing, the STATE shall give the CONTRACTOR: (i) prompt written notice of any action, claim or threat of suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the CONTRACTOR’s sole expense, and (iii) assistance in the defense of any such action at the expense of the CONTRACTOR.

B. Except as otherwise set forth as being without monetary limitation in the indemnification paragraph above, the limit of liability shall be as follows: CONTRACTOR liability for any damages arising out of, or related to the AGREEMENT, whether in contract, tort or otherwise, shall in no case exceed: (i) an amount equal to two (2) times the amount paid to the CONTRACTOR for work performed under this AGREEMENT, or (ii) one million dollars ($1,000,000), whichever is greater.

C. Notwithstanding the above, the CONTRACTOR and the DIVISION/STATE shall not be liable for any consequential, indirect or special damages of any kind which may result from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the DIVISION/STATE, the CONTRACTOR, or by others. CONTRACTOR shall not be liable for any missed or lost revenue associated with, or related to, the services provided pursuant to this contract.

XV. REPORTS AND FINDINGS

Any and all reports and findings rendered to the DIVISION by the CONTRACTOR shall be the exclusive property of the DIVISION and subject to its exclusive use and control. The CONTRACTOR hereby waives any and all rights to such reports and findings and the control thereof.

XVI. OWNERSHIP

CONTRACTOR will retain all rights, title and interest in and to all materials developed by it prior to the effective date of this AGREEMENT and/or developed outside of CONTRACTOR’s obligations hereunder.
XVII. CONFIDENTIALITY

A. CONTRACTOR agrees that it will not use confidential or proprietary information disclosed to CONTRACTOR in connection with the services ("Confidential Information") for any purpose other than in connection with the services. The CONTRACTOR is fully responsible for its staff, its subcontractor(s) and any subcontractor's staff with regard to Confidential Information.

B. Information which falls into any of the following categories shall not be considered Confidential Information:

1. information that is previously rightfully known to the CONTRACTOR without restriction on disclosure;
2. information that becomes, from no breach of this AGREEMENT on the part of the CONTRACTOR, generally known in the relevant industry, or is otherwise publicly available; and
3. information that is independently developed by CONTRACTOR without use of the confidential information.

C. Except as specifically permitted in this AGREEMENT, CONTRACTOR shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

D. CONTRACTOR may disclose Confidential Information if such information is required to be disclosed by CONTRACTOR by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the CONTRACTOR notifies the DIVISION prior to any such required disclosure.

E. CONTRACTOR agrees not to issue any press releases, give or make any presentations, or give to any print, electronic or other news media information regarding the services without the express advance written approval of DIVISION.

F. CONTRACTOR agrees that, as between the PARTIES, all Confidential Information in its possession is at all times the sole property of the STATE.

G. Notwithstanding anything herein to the contrary, CONTRACTOR shall have the right to retain one copy of the Confidential Information and any summaries, analyses, notes or extracts prepared by CONTRACTOR which are based on or contain portions of the Confidential Information evidencing its services for the STATE as required by law, regulation, professional standards or reasonable business practice.

H. CONTRACTOR shall retain all Confidential Information in confidence, exercising the same standard of care used by CONTRACTOR to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any
third party. CONTRACTOR shall not use Confidential Information for any purpose other than in furtherance of its professional services for the DIVISION.

I. CONTRACTOR understands that if it breaches, or threatens to breach this AGREEMENT, the DIVISION shall have the right to seek all equitable and legal rights (including the right to seek injunctive relief) to prevent such breach and/or to be fully compensated (including reasonable legal fees) for losses or damages resulting from such breach. CONTRACTOR acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the confidential or proprietary information identified in this AGREEMENT.

XVIII. RECORDS ACCESS

DIVISION staff, others authorized by the DIVISION such as representatives of the Federal government, or other STATE agencies authorized by STATE law, shall have access to and the right to examine the books, documents, work papers, documentation of charges, or other records of the CONTRACTOR, including any and all subcontractors, involved in transactions relating to this AGREEMENT during the contract period and for a period of six years after final payment for said services.

XIX. WORK PAPER RETENTION AND AVAILABILITY

A. The work papers to be prepared by the CONTRACTOR during the AGREEMENT will be retained by the CONTRACTOR although copies thereof and access to them will be made available, upon request, to the DIVISION, representatives of the Federal government and STATE agencies when authorized by the DIVISION, and other STATE agencies authorized by existing law, for a period of six (6) years following the date of the final payment under the contract. All such requests, and their disposition, shall be authorized by the DIVISION.

B. The CONTRACTOR agrees to make personnel available to explain fully all data, materials, and work papers developed during the engagement for a period of six (6) years following the date of the final payment under the AGREEMENT.

XX. DISPUTES AND DISSATISFACTION/CONFLICT RESOLUTION

A. In the event the DIVISION is dissatisfied with the CONTRACTOR's performance of the services provided under the AGREEMENT, including but not limited to a breach of the AGREEMENT on the part of the CONTRACTOR, the DIVISION shall notify the CONTRACTOR of the dispute in writing. In the event the CONTRACTOR has any disputes with the DIVISION, the CONTRACTOR shall notify the DIVISION in writing. Such notification in both cases shall hereinafter be referred to as "Notice of Conflict", or in the case of contract breach, "Notice of Default".
B. If either the DIVISION or the CONTRACTOR notifies the other of such dispute or dissatisfaction, the PARTY receiving the notification shall then make good faith efforts to amicably resolve the problem or settle the dispute, including meeting with the notifying PARTY's representatives to diligently attempt to reach a mutually satisfactory result.

C. In the event of a dispute, both PARTIES will continue to fulfill their performance obligations under the AGREEMENT.

D. Nothing shall limit either PARTY's ability to pursue all legal remedies. If the PARTIES are unable to amicably resolve the dispute after the steps described above, then either PARTY may seek legal or equitable relief in a court of competent jurisdiction in the State of New York.

XXI. TERMINATION

A. The DIVISION reserves the right to terminate the services of the CONTRACTOR, in whole or in part, upon thirty (30) days written notice for any reason, or immediately for cause. Upon notice of termination, the CONTRACTOR shall stop work immediately and complete only those specific assignments, if any, subsequently approved by the DIVISION. In the event of termination other than for cause, the CONTRACTOR shall be entitled to compensation for services performed through the date of termination that are accepted by the DIVISION, and for any subsequent services that are accepted by the DIVISION, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the DIVISION. The CONTRACTOR agrees to cooperate to the fullest respect with any successor consultants and contractors.

B. After receipt of the notice of termination, the CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation or diversion of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice.

C. The CONTRACTOR shall submit its termination claim to the DIVISION promptly after receipt of a notice of termination, but in no event later than 30 days from the effective date thereof, unless one or more extensions in writing are granted by the DIVISION upon written request of the CONTRACTOR within such 30-day period or authorized extension thereof. Upon failure of the CONTRACTOR to submit a termination claim within the time allowed, the DIVISION may determine, on the basis of available information, the amount, if any, due to the CONTRACTOR by reason of termination, and shall thereupon pay to the CONTRACTOR the amount so determined.

D. If the termination for cause results from unsatisfactory performance by the CONTRACTOR, the value of the work performed by the CONTRACTOR prior to termination shall be established by the DIVISION.
E. The CONTRACTOR agrees to transfer title to the DIVISION, and to deliver in the manner, at the time, and to the extent, if any, directed by the DIVISION, such information and work products for which the CONTRACTOR produced and received compensation by the DIVISION.

F. In addition, non-compliance with the procurement laws as noted in Section XXIII of this AGREEMENT will lead to contract termination.

XXII. FORCE MAJEURE

Neither PARTY will be liable for losses, defaults, or damages under this AGREEMENT which result from delays in performing, or an inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this AGREEMENT, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, civil strife, fire or any other cause beyond the reasonable control of the PARTY that was so delayed or so unable to perform, provided that such PARTY was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such PARTY will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

XXIII. COMPLIANCE WITH PROCUREMENT LAWS

A. By execution of this AGREEMENT, the CONTRACTOR certifies that information provided to the STATE with respect to the Vendor Responsibility Questionnaire, Procurement Lobbying Certifications, Contractor Disclosure Form A and Section 5-a of the Tax Law (Forms ST-220-TD and ST-220-CA) is complete, true and accurate.

B. The CONTRACTOR hereby acknowledges that the Vendor Responsibility Questionnaire and certification are made part of its proposal and thereby this AGREEMENT and that any misrepresentation of fact in the Questionnaire and attachments, or in any CONTRACTOR responsibility information that may be requested by the DIVISION, may result in termination of this AGREEMENT.

The CONTRACTOR shall at all times during the contract term remain responsible. During the term of this AGREEMENT, any changes in the provided Questionnaire shall be disclosed to the DIVISION, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this AGREEMENT. Furthermore, the CONTRACTOR agrees, if requested by the DIVISION, to present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The DIVISION, in its sole discretion, reserves the right to suspend any or all activities under this AGREEMENT, at any time, when it discovers information that calls into question the responsibility of the CONTRACTOR. In the event of such suspension, the CONTRACTOR will be given written notice outlining the particulars of such
suspension. Upon issuance of such notice, the CONTRACTOR must comply with the terms of the suspension order. Contract activity may resume at such time as the DIVISION issues a written notice authorizing a resumption of performance under this AGREEMENT.

Upon written notice to the CONTRACTOR, and a reasonable opportunity to be heard by the appropriate DIVISION officials or staff, this AGREEMENT may be terminated by the DIVISION at the CONTRACTOR’s expense where the CONTRACTOR is determined by the DIVISION to be non-responsible. In such event, the DIVISION may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

C. CONTRACTOR hereby acknowledges that State Finance Law Section 163(4)(g) imposes certain reporting requirements on the contractor doing business with the STATE. In furtherance of these reporting requirements, the CONTRACTOR agrees to complete and submit an initial planned employment data report and an annual employment report (Forms A and B respectively). Complete instructions and forms may also be accessed at: http://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/18/C.htm.

XXIV. REQUIREMENTS AND PROCEDURES FOR MWBE PARTICIPATION

A. General Provisions

1. The DIVISION is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all STATE contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

2. The CONTRACTOR agrees, in addition to any other nondiscrimination provision of the AGREEMENT and at no additional cost to the DIVISION, to fully comply and cooperate with the DIVISION in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority- and women-owned business enterprises ("MWBE"). The CONTRACTOR's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

3. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section XXIV.G of this
AGREEMENT and such other remedies are available to the DIVISION pursuant to this AGREEMENT and applicable law.

B. Contract Goals

1. For purposes of this AGREEMENT, the goals for Minority- and Women-Owned Business Enterprises ("MWBE") participation shall be as designated in each Statement of Work (SOW) based on the current availability of qualified MBEs and WBEs.

2. For purposes of providing meaningful participation by MWBEs in this AGREEMENT and achieving the MWBE Contract Goals, the CONTRACTOR should reference the directory of New York State certified MBWEs found at the following internet address: https://ny.newnycontracts.com.

Additionally, the CONTRACTOR is encouraged to contact the Division of Minority and Women Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on this AGREEMENT.

3. The CONTRACTOR understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.

4. Where MWBE Contract Goals have been established in each SOW, the CONTRACTOR must document "good faith efforts", to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the AGREEMENT. Such documentation shall include, but not necessarily be limited to:

   a. Evidence of outreach to MWBEs;
   b. Any responses by MWBEs to the CONTRACTOR's outreach;
   c. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
   d. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the DIVISION with MWBEs; and
   e. Information describing specific steps undertaken by the CONTRACTOR to reasonably structure the contract scope of work to maximize opportunities for MWBE participation.

C. Equal Employment Opportunity (EEO)

1. The CONTRACTOR agrees to be bound by the provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to
equal employment opportunities for minority group members and women shall apply to the AGREEMENT.

2. In performing the AGREEMENT, the CONTRACTOR shall:

   a. Ensure that each CONTRACTOR and each subcontractor performing work on this AGREEMENT shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

   b. The CONTRACTOR shall submit an EEO policy statement to the DIVISION within seventy-two (72) hours after the date of the notice by the DIVISION to award the AGREEMENT to the CONTRACTOR.

   c. If the CONTRACTOR, or any of its subcontractors, does not have an existing EEO policy statement, the DIVISION may require the CONTRACTOR or subcontractor to adopt a model statement (see Form 5.4 Equal Employment Opportunity Policy Statement).

   d. The CONTRACTOR's EEO policy statement shall include the following language:

      1) The CONTRACTOR 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 EEO programs to ensure that minority group members and women 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.

      2) The CONTRACTOR shall state in all solicitations or advertisements for employees that, in the performance of the AGREEMENT, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

      3) The CONTRACTOR shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or 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 the CONTRACTOR's obligations herein.

4) The CONTRACTOR will include the provisions of Subdivisions (1) through (3) of this Subsection d and Paragraph "5" of this Section C, which provides for relevant provisions of the Human Rights Law, 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 AGREEMENT.

3. Staffing Plan

To ensure compliance with this section, the CONTRACTOR shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the AGREEMENT by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The CONTRACTOR shall complete the staffing plan form and submit it within a reasonable time, as directed by the DIVISION.


a. The CONTRACTOR shall submit a Workforce Report, and shall require each of its subcontractors to submit a Workforce Report, in such form as shall be required by the DIVISION on a QUARTERLY basis during the term of the AGREEMENT.

b. Separate forms shall be completed by the CONTRACTOR and any subcontractors.

c. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.

5. The CONTRACTOR shall comply with the provisions of the Human Rights Law, and all other STATE and Federal statutory and constitutional non-discrimination provisions. The CONTRACTOR and its 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.

D. MWBE Utilization Plan

1. The CONTRACTOR represents and warrants that the CONTRACTOR has submitted an MWBE Utilization Plan, through the New York State Contract System ("NYSCS"), which can be viewed at https://ny.newnycontracts.com, provided,
however, that the CONTRACTOR may arrange to provide such evidence via a non-electronic method to the DIVISION, either prior to, or at the time of, the execution of the AGREEMENT.

2. The CONTRACTOR agrees to use such MWBE Utilization Plan for the performance of MWBEs on this AGREEMENT pursuant to the prescribed MWBE goals set forth in Section XXIV.B.1.

3. The CONTRACTOR further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of this AGREEMENT. Upon the occurrence of such a material breach, the DIVISION shall be entitled to any remedy provided herein, including but not limited to, a finding that the CONTRACTOR is non-responsive.

E. Waivers

1. For waiver requests, the CONTRACTOR should use the NYSCS, provided, however, that CONTRACTOR may arrange to provide such evidence via a non-electronic method to the DIVISION.

2. If the CONTRACTOR, after making good faith efforts, is unable to comply with MWBE goals, the CONTRACTOR may submit a Request for Waiver documenting good faith efforts by the CONTRACTOR to meet such goals. If the documentation included with the waiver request is complete, the DIVISION shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

3. If the DIVISION, upon review of the MWBE Utilization Plan and updated QUARTERLY MWBE Contractor Compliance Reports determines that the CONTRACTOR is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the DIVISION may issue a notice of deficiency to the CONTRACTOR. The CONTRACTOR must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

F. Quarterly MWBE Contractor Compliance Report

The CONTRACTOR is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the CONTRACTOR may arrange to provide such report via a non-electronic method to the DIVISION by the 10th day following the end of each quarter during the term of this AGREEMENT documenting the progress made towards achievement of the MWBE goals of this AGREEMENT.
G. Liquidated Damages - MWBE Participation

1. Where the DIVISION determines that the CONTRACTOR is not in compliance with the requirements of this AGREEMENT and the CONTRACTOR refuses to comply with such requirements, or if the CONTRACTOR is found to have willfully and intentionally failed to comply with the MWBE participation goals, the CONTRACTOR shall be obligated to pay to the DIVISION liquidated damages.

2. Such liquidated damages shall be calculated as an amount equaling the difference between:

   a. All sums identified for payment to MWBEs had the CONTRACTOR achieved the contractual MWBE goals; and
   b. All sums actually paid to MWBEs for work performed or materials supplied under the AGREEMENT.

3. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DIVISION, the CONTRACTOR shall pay such liquidated damages to the DIVISION within sixty (60) days after they are assessed. Provided, however, that if the CONTRACTOR has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the CONTRACTOR following the complaint process.

XXV. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

A. General Provisions

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State’s economy. The DIVISION recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DIVISION contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, CONTRACTORS are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the AGREEMENT. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.
B. Contract Goals

SDVOB participation goals shall be established in each SOW based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the CONTRACTOR should reference the directory of New York State Certified SDVOBs found at: https://ogs.ny.gov/Veterans/default.asp. Questions regarding compliance with SDVOB participation goals should be directed to the DIVISION's Contracts Office at contracts@budget.ny.gov.

Additionally, the CONTRACTOR is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the AGREEMENT.

Where contract goals have been established in the SOW, the CONTRACTOR must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of any SOW under the AGREEMENT (see Required Good Faith Efforts clause below).

SDVOB Utilization Plan

A. For each SOW where SDVOB contract goals have been established and in accordance with 9 NYCRR § 252.2(i), CONTRACTOR will be required to submit a completed SDVOB Utilization Plan on Form SDVOB 100.

B. The Utilization Plan shall list the SDVOBs that the CONTRACTOR intends to use to perform the services in the SOW, a description of the work that the CONTRACTOR intends the SDVOB to perform to meet the goals in the SOW, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the CONTRACTOR acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs for each SOW during the term of the AGREEMENT must be reported on a revised SDVOB Utilization Plan and submitted to the DIVISION.

C. The DIVISION will review the submitted SDVOB Utilization Plan and advise the CONTRACTOR of DIVISION acceptance or issue a notice of deficiency within 20 days of receipt.

D. If a notice of deficiency is issued, CONTRACTOR agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the DIVISION a written remedy in response to the notice of deficiency. If the written
remedy that is submitted is not timely or is found by the DIVISION to be inadequate, the DIVISION shall notify the CONTRACTOR and direct the CONTRACTOR to submit, within five business days of notification by the DIVISION, a request for a partial or total waiver of SDVOB participation goals on Form SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

E. For each SOW under the AGREEMENT, CONTRACTOR certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the SOW pursuant to the prescribed SDVOB contract goals set forth in the SOW.

F. CONTRACTOR further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the AGREEMENT. Upon the occurrence of such a material breach, the DIVISION shall be entitled to any remedy provided herein, including but not limited to, a finding of CONTRACTOR non-responsibility.

Request for Waiver

A. Prior to submission of a request for a partial or total waiver, the CONTRACTOR shall contact the DIVISION's Contracts Office (contracts@budget.ny.gov) for guidance.

B. In accordance with 9 NYCRR § 252.2(m), a CONTRACTOR that is able to document good faith efforts to meet the goal requirements, as set forth in the Required Good Faith Efforts clause below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A CONTRACTOR may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the DIVISION at that time, the provisions of Paragraphs (C), (D) & (E) of the SDVOB Utilization Plan clause will apply. If the documentation included with the CONTRACTOR's waiver request is complete, the DIVISION shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

C. CONTRACTOR shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the SOW. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the AGREEMENT to the DIVISION, but must be made no later than prior to the submission of a request for final payment on the AGREEMENT.

D. If the DIVISION, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that CONTRACTOR is failing or refusing to comply with the contract goals established in the SOW, and no waiver has been issued in regard to such non-compliance, the DIVISION may issue a notice of deficiency to the CONTRACTOR. The CONTRACTOR must respond to the notice of
deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

E. Waiver requests should be sent to the DIVISION.

Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), CONTRACTOR must document their good faith efforts toward utilizing SDVOBs on any SOW under the AGREEMENT. Evidence of required good faith efforts shall include, but not be limited to, the following:

1. Copies of solicitations to SDVOBs and any responses thereto.

2. Explanation of the specific reasons each SDVOB that responded to CONTRACTOR's solicitation was not selected.

3. Dates of any pre-bid, pre-award or other meetings attended by CONTRACTOR, if any, scheduled by the DIVISION with certified SDVOBs whom the DIVISION determined were capable of fulfilling the SDVOB goals set in the SOW under the AGREEMENT.

4. Information describing the specific steps undertaken to reasonably structure the SOW under the AGREEMENT for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.

5. Other information deemed relevant to the waiver request.

Monthly SDVOB CONTRACTOR Compliance Report

In accordance with 9 NYCRR § 252.2(q), CONTRACTOR is required to report Monthly SDVOB Contractor Compliance to the DIVISION during the term of the AGREEMENT for the preceding month's activity, documenting progress made towards achieving the SDVOB goals established under each SOW. This information must be submitted using form SDVOB 101 and should be completed by the CONTRACTOR and submitted to the DIVISION by the 10th day of the month during the term of the AGREEMENT for the preceding month's activity to the DIVISION's Contracts Office at contracts@budget.ny.gov.

Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any CONTRACTOR found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the SOW under the AGREEMENT, shall be found to have breached the AGREEMENT and CONTRACTOR shall pay damages as set forth therein.
XXVI. **WAIVER, MODIFICATION, EXECUTION, OR SEVERABILITY**

No waiver or modification of the AGREEMENT or any covenant, condition, or limitation herein contained shall be valid unless in writing and executed by the PARTIES hereto, and no evidence of any waiver or modification shall be offered or received in evidence in any action between the PARTIES hereto arising out of or affecting the AGREEMENT, or the rights or obligations of any PARTY hereunder, unless such waiver of modification is in writing, duly executed as aforesaid, and the PARTIES further agree that the provisions of the paragraph may not be waived except as herein set forth.

In the event that any provision of the AGREEMENT shall be declared void, voidable, illegal or invalid for any reason, such provision shall be of no force and effect only to the extent that it is so declared void, voidable, illegal or invalid. All of the provisions of the AGREEMENT not specifically found to be so deficient shall remain in full force and effect.

XXVII. **CONDITIONS PRECEDENT**

This AGREEMENT and any subsequent amendments to this AGREEMENT shall not be deemed executed, valid or binding unless and until approved in writing by the Offices of the Attorney General and State Comptroller.

XXVIII. **USE BY OTHER STATE AGENCIES, PUBLIC AUTHORITIES OR ENTITIES**

The DIVISION shall have the option to extend the terms and conditions related to the scope of services covered by this AGREEMENT to any other STATE agency, public authority or entities in New York.

XXIX. **ADDITIONAL SERVICES**

The DIVISION may, at any time, by written notice, request changes or additions to work or services within the general scope of this AGREEMENT (not to include professional services requiring licenses or specialized expertise such as engineering, architectural, and environmental consulting, abatement, treatment, and testing work) for unanticipated needs. If any such change or addition causes an increase or decrease in the cost of, or in the time required for, performance of this AGREEMENT, an equitable adjustment shall be agreed upon by the PARTIES and made in the price using the billing rates set forth in the AGREEMENT, and the CONTRACTOR shall be notified in writing accordingly. A change to the scope of the AGREEMENT would be subject to the approval of the Office of the State Comptroller and Office of the Attorney General.

XXX. **ENTIRE AGREEMENT**

This AGREEMENT and the Appendices identified in this section ("Appendices") constitute the entire AGREEMENT between the PARTIES hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This AGREEMENT shall
not be changed, modified or altered in any manner except by an instrument in writing executed by the PARTIES hereto. The Appendices are hereby made a part of this AGREEMENT as if fully set forth at length herein. In the event of any discrepancy, disagreement or ambiguity among the following documents, they shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

A. Appendix A – Standard Clauses for New York State Contracts dated January 2014;
B. This AGREEMENT as it appears prior to the signature page incorporated herein;
C. Appendix B – Request for Proposals dated May 7, 2019 including any amendments thereto; and
D. Appendix C – CONTRACTOR’s Proposal in response to the RFP and any clarifications thereto.

XXXI. EXECUTORY CLAUSE

This AGREEMENT shall be deemed executory only to the extent of moneys annually appropriated and available for this purpose, and no liability on account thereof shall be incurred by the DIVISION beyond the amount appropriated. It is understood that neither this assignment nor any representation by any public employee or officer creates any legal or moral obligation to request to appropriate, or make available, moneys for the purpose of the AGREEMENT.
IN WITNESS WHEREOF, each of the PARTIES hereto has caused this AGREEMENT to be executed by its duly authorized officers on the day and year stated below.

Agency Certification

In addition to the acceptance of this AGREEMENT, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Approved by:

THE BOSTON CONSULTING GROUP, INC.

By: [Redacted]

Name: JOHN ROSE

Title: VICE PRESIDENT & DIRECTOR

Date: AUGUST 9, 2019

NEW YORK STATE DIVISION OF THE BUDGET

By: [Signature]

Name: JASON DEBIANINI

Title: DIRECTOR OF PROVEMENT

Date: 8/16/2019

Attorney General:

LETITIA JAMES

By: [Signature]

Date: APPROVED AS TO FORM
NYS ATTORNEY GENERAL

AUG 19 2019

LORRAINE W. KINS
SECTION CHIEF

State Comptroller:

THOMAS P. DINAPOLI

By: [Signature]

Date: APPROVED
DEPT. OF AUDIT & CONTROL

SEP 27 2019

FOR THE STATE COMPTROLLER
CORPORATE ACKNOWLEDGMENT FORM

The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and that all information provided is complete, true and accurate.

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF NEW YORK

On the 9TH day of AUGUST in the year 2019, before me personally appeared

JOHN DOE, 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

[Address]

and

further that:

[Check One]

☐ 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 & DIRECTOR of THE BOSTON CONSULTING GROUP, 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 the ________________ 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. 01WO609058

State of: NEW YORK

ARSON S. WONG
Notary Public, State of New York
No. 01WO609058
Commission Expires April 14, 2023

29
APPENDIX A: STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS
January 2014

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired
for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-c or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity
authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion,
upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or 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 the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations 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, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor,
the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under Proposer certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as Proposers, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development Division for Small Business Albany, New York 12245 Telephone: 518-292-5100 Fax: 518-292-5884 email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development Division of Minority and Women’s Business Development 633 Third Avenue New York, NY 10017 212-803-2414

e-mail: mwbecertification@esd.ny.gov
https://ny.newyorkcontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPIRICITY AND SANCTIONS PROVISIONS. Proposers are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of
Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Proposers/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: http://www.ogs.ny.gov/about/reps/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.
MEMORANDUM

TO: Sandra Beattie
FROM: Amy Ottaviano
       Jason DiGianni

SUBJECT: Strategy and Implementation Advisory Services Award Recommendation

July 29, 2019

Attached for your review and approval is the Strategy and Implementation Advisory Services RFP award recommendation. Six firms submitted responsive proposals to the Division’s solicitation for Primary and Secondary consultants. The selected consultants shall advise and perform assignments that focus on strategic planning, policy advice, and high-level implementation assistance. The evaluation panel recommends the following two firms:

The Boston Consulting Group, Inc. (Primary)
Deloitte Consulting LLP (Secondary)

After a thorough review of the bids submitted, the two selected firms were identified as the “best value” awardees. They earned the highest composite scores, which included a technical score, cost score, and MWBE diversity practices score.

We ask that you review the attached details of the evaluation process and let us know if you need further information to render a decision. If you concur with the recommendation, please send us an email indicating your agreement. Upon your approval, the Division’s Contracts Office will work to finalize contracts with the selected firms.

Attachment
Hi Priscilla,

Please find the responses to your questions below.

1. How the contract amounts were arrived at?

   Using the weighted average hourly rate for each firm, the Division arrived at the values based on the following assumptions:

   1. Each project will require a team of ten (10) consultants
   2. The consultants would work 40 hours per week
   3. Each project would last ten (10) months
   4. An average of 1 project per year of the contract (5 projects total)

<table>
<thead>
<tr>
<th>Weighted Average Hourly Rate</th>
<th>BCG</th>
<th>Deloitte</th>
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<tbody>
<tr>
<td>10 Consultant Team</td>
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<tr>
<td>40 Hours per Week</td>
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<td>10 Months per Project (4 Weeks/Month)</td>
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<td>1 Project per Year</td>
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<td>5 Year Term</td>
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</table>

   The Division rounded the total for the BCG contract down to $32 million and rounded the total for the Deloitte contract up to $27.5 million.

2. Do you really anticipate the secondary receiving a significant amount of work?

   The Division anticipates using the Secondary Consultant based on their demonstrated expertise in specific subject areas noted in their proposal. Based on the Division’s experience, there is a need to maintain maximum flexibility due to the potential assignments focusing on a wide variety of subject areas that may arise. Also, in cases where one or more of the conditions listed in Section 1.3, Utilization of the Primary and Secondary Consultant, of the RFP exists, the Division must be able to access the Secondary Consultant as quickly as possible.

3. I haven't delved into my files yet, but didn't we recently approve new Business Transformation contracts? I know you will know. Assuming my memory is correct, how do these differ from those?

   Based on the Division’s experience on the previous Business Transformation (BT) contracts, the projects under the BT contracts are intended to be longer term (typically a year or more) with focus on the more in-depth transformation analysis, assessments and tactical planning for specific projects, and hands-on assistance with the implementation and change management. BT projects will be more fully developed by
the time a consultant is brought in with a prepared scope of work to be bid out among the eight firms under contract.

The projects under the Strategy and Implementation Advisory contracts are more likely to be short-term with limited high-level planning, advice and implementation oversight of projects. These contracts are more nimble to accommodate projects that require a consultant to be engaged quickly or early on as a project is being developed.

4. Which firm was debriefed?

Guidehouse LLP requested a debriefing, which took place on 8/21/19.

5. Will DOB encumber as each SOW is assigned?

Yes, the Division will encumber as each SOW is assigned.

Thank you for your patience.

Roxanne

From: Priscilla Cassidy <pcassidy@osc.ny.gov>
Sent: Friday, September 06, 2019 10:35 AM
To: Heaslip, Michelle (BUDGET) <Michelle.Heaslip@budget.ny.gov>
Cc: Priscilla Cassidy <pcassidy@osc.ny.gov>
Subject: BCG and Deloitte

**ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.**

HI Michelle

I'm almost done going through the two contracts. My only questions at this point are:

1. How the contract amounts were arrived at?
2. Do you really anticipate the secondary receiving a significant amount of work?
3. I haven't delved into my files yet, but didn't we recently approve new Business Transformation contracts? I know you will know. Assuming my memory is correct, how do these differ from those?
4. Which firm was debriefed?
5. Will DOB encumber as each SOW is assigned?

Priscilla

Priscilla Cassidy
pcassidy@osc.ny.gov
Office of the State Comptroller
Contracts Bureau / RFP team
110 State Street, 11th Floor
Albany, NY 12236
Phone: 518-402-2969 Fax: 518-474-8030

For access to state and local government spending, public authority financial data and information on over 160,000 state contracts, visit Open Book New York. The easy-to-use website was created to promote transparency in government and provide taxpayers with better access to financial data.

www.openbooknewyork.com
Hi Priscilla,

Guidehouse LLP was debriefed on 8/21/19 and there have been no protests.

Thanks,

Roxanne

Hi Roxanne
The BCG and Deloitte contracts are with the final approver. Just one question to confirm who has been debriefed and on what dates and have there been any protests?

Thank you,
Priscilla
## New York State Consultant Services
### Contractor's Planned Employment
From Contract Start Date Through the End of the Contract Term

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<th>Employment Category</th>
<th>Number of Employees</th>
<th>Number of Hours to be Worked</th>
<th>Amount Payable Under the Contract</th>
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**Total this Page**: $32,000,000.00

**Grand Total**: $32,000,000.00

Name of person who prepared this report: Roxanne West
Title: Senior Fiscal Analyst
Preparer's Signature: [Signature]
Date Prepared: 09/13/2019

(Use additional pages, if necessary)
New York State Consultant Services
Contractor's Planned Employment
From Contract Start Date Through the End of the Contract Term

State Agency Name: Division of the Budget
State Agency Department ID: 1050000
Contractor Name: The Boson Consulting Group, Inc.
Contract Start Date: 8/15/2019

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Name of person who prepared this report: Jacob Luce
Title: Principal
Preparer's Signature: [Signature]
Date Prepared: 08/19/2024

(Use additional pages, if necessary)
August 21, 2019

Ms. Jenny Reyes  
Bureau of Contracts  
Office of the State Comptroller  
110 State Street  
Albany, NY 12236

Re: Strategy and Implementation Advisory Services  
The Boston Consulting Group, Inc. – C000460 (Primary)  
Deloitte Consulting LLP – C000461 (Secondary)  
August 15, 2019 – August 14, 2024

Dear Ms. Reyes:

Enclosed for your Office’s review/approval are copies of the above referenced contracts. The Boston Consulting Group, Inc. will provide the Division with Primary Strategy and Implementation Advisory Services, and Deloitte Consulting LLP will provide the Division with Secondary Strategy and Implementation Advisory Services. An AC340-S is also enclosed for each firm.

Your approval is respectfully requested. If you have any questions or concerns, please call me (518-474-4421) or Roxanne West (518-474-1501).

Sincerely,

Michelle Heaslip

Enclosures
OFFICE OF THE STATE COMPTROLLER
BUREAU OF CONTRACTS
THE PROCUREMENT RECORD CHECKLIST

Business Unit ID: DOB01          Business Unit Name: NYS Division of the Budget
Department ID: 1050000            Department Name: ____________________________
Contact: Jason DiGianni          Telephone: 518-402-2587           E-Mail: jason.digianni@budget.ny.gov
Contract No. or Purchase Order No.: C000460 and C000461

Contractor Name: The Boston Consulting Group, Inc. (C000460) 1100008390
                  Deloitte Consulting LLP (C000461) 1000011249

Contract Period: 8/15/19 through 8/14/24  Renewal Period: N/A

1. Description of the Commodity/Service Being Procured: Strategy and Implementation Advisory Services

2. Need Statement:
   These services are necessary to support the Division’s responsibility to assist the Governor in establishing and monitoring financial and budgetary policies/programs for New York State. The selected firms will advise and perform assignments for the Division that will focus on strategic planning, policy advice, and high-level implementation advice.

   This item (product/service) is an approved Preferred Source Offering □ Yes ☑ No

3. Procurement Method:
   ☑ RFP - Evaluation of Technical and Cost (Best-Value Specified)
   □ Single Source
   □ Sole Source
   □ Preferred Source (If selected skip to #9)

   □ IFB - Lowest Bid Meeting Specifications
   □ Emergency
   □ Mini Bid
   □ Discretionary
   □ Piggyback
   □ Other

4. Summary of Competitive Procurement:
   a. Number of Bids Solicited: 126
   b. Number of Bids Received: 7
   c. Number of Rejections: 1
   d. Number of Protests/Disputes*: 0
   *Protest/Dispute Related Documents Must be Included in the Record Submitted to OSC.

5. Debriefings Requested? ☑ Yes □ No
   If yes, number of debriefings requested and status/dates of debriefings held: One firm requested a debriefing, which was held on August 21, 2019.

6. Procurement Opportunities Newsletter (New York State Contract Reporter, also known as NYSCR)
   ☑ Advertisement Notice/Agency Certification Attached
   □ Copy of OSC Exemption Attached (include Contract Reporter Exemption Request number)
   □ Exempted Per Statute (if the exemption is not provided under Article 4-C of the Economic...
7. **THE FOLLOWING INFORMATION (§ a-e) MUST ALSO BE PROVIDED ONLY WHEN AN RFP IS USED.** (A separate document may be used, or an agency may reference specific documents and/or sections of the RFP.)

   a. Explain the process used to ensure a competitive field:
      RFP was distributed to 126 firms, published in the Contract Reporter, and posted to the Division’s website.

   b. Explain the scope of work to be performed under the contract:
      See RFP.

   c. List the evaluation criteria and relative weights used to evaluate the proposals:
      Technical Weight: 76%
      MWBE Diversity: 4%
      Cost Weight: 20%

   d. Identify where in the RFP detailed evaluation criteria is set forth:
      Page 14, Section 3 - Evaluation Process.

   e. Explain the methodology used for evaluating the proposals:
      See Evaluation Instrument.

   f. Provide a summary of the evaluation results, and the basis for the selection of the successful offeror:
      See Recommendation Memo.

8. Submit all documentation required by the OSC Bureau of Contracts. Specific requirements can be obtained by calling the OSC Bureau of Contracts at 518-474-6494.

9. Required Signatures (check those which apply):

   - [x] Agency
   - [x] Contractor
   - [x] Contractor’s Acknowledgment

Approvals (check those which apply):

   - [x] Division of the Budget
   - [x] Office of State Operations Approval of the B-1184
   - [ ] Civil Service
   - [x] Attorney General
   - [ ] Office for Technology PTP Approval
   - [ ] OGS Approval of the Price for Preferred Source Service Acquisitions
   - [ ] OGS Piggyback Approval

Agency Signature: [Signature]
Date: 8/21/19

OSC Auditor: [Signature]
Date: 8/13/17
Contracting Opportunity

*** This ad is closed and is in the archives ***

Title: Strategy and Implementation Advisory Services
Agency: Budget, NYS Division of the
Division: Finance Office
Contract Number: TBD
Contract Term: Five Years
Date of Issue: 05/07/2019
Due Date/Time: 06/11/2019 12:00 PM
County(ies): All NYS counties
Location: Albany, NY
Classification: Miscellaneous - Consulting & Other Services
Opportunity Type: General
Entered By: Roxanne West
Description: The New York State Division of the Budget (Division) is seeking two qualified firms to provide strategy and implementation advisory services to the Division: one to serve as Primary consultant and one to serve as Secondary consultant.

The firms shall advise and perform assignments focused on strategic planning, policy advice, and high-level implementation support and oversight. Projects will generally be large in scale, often involve multiple agencies, and focus on initiatives critical to implementing the Administration’s policy priorities. The length of the assignments will vary based on the needs of each particular project.

The Request for Proposal (RFP) outlines the terms and conditions, and all applicable information required for submission of a proposal. To prevent possible disqualification and to ensure compliance with the requirements of the RFP, Bidders should pay strict attention to the proposal submission deadline and follow the format and instructions contained in the RFP.

For Bidders' convenience, the RFP and its related attachments have been made available in electronic format at the Division of the Budget's Procurement website:

BID CERTIFICATION

June 11, 2019

Sealed bids for the purpose of performing **Strategy and Implementation Advisory Services** were received from the following firms:

- Accenture LLP, 41 State Street, Albany, NY 12204
- Boston Consulting Group, 10 Hudson Yards, New York, NY 10001
- Deloitte Consulting LLP, 111 Washington Avenue, Suite 500, Albany, NY 12210
- Grant Thornton LLP, 66 South Pearl Street, Suite 1200, Albany, NY 12207
- Guidehouse LLP, 1800 Tysons Blvd., 7th Floor, McLean, VA 22102
- KPMG LLP, 515 Broadway, Albany, NY 12207

CERTIFICATION OF BID OPENING

This is to certify that I, Roxanne West, have been duly authorized to open bids for materials, equipment, supplies, and services, and that competitive bids for the **Strategy and Implementation Advisory Services RFP** were received and opened on June 11, 2019, on the 7th floor of Agency Building 1 and all bids received before noon on June 11, 2019 appear above. The bids were opened in the presence of Michelle Heaslip.

Roxanne West  
Authorized Individual (Signature)

Michelle Heaslip  
Witness (Signature)
DOB/Office of the Director of State Operations Approved Request

Agency Code: 1050000.  
Agency: Budget, Division of the

Request #: 1050000-18-2019
Request Type: Contracts - New
NPS Type: N/A

Agency Contact: Jason DiGianni - 518-402-2587
Date Submitted to DOB: 07/31/2019

Request Title: Strategy and Implementation Advisory Services

Description: This request is to contract with a primary (The Boston Consulting Group, Inc.) and a secondary firm (Deloitte Consulting LLP) to provide strategy and implementation advisory services to the Division. The Boston Consulting Group, Inc. and Deloitte Consulting LLP shall advise and perform assignments that focus on strategic planning, policy advice, and high-level implementation assistance.

Justification: This contract will allow the Division to carry out necessary projects to assist the Governor in establishing and monitoring financial and budgetary policies/programs for New York State. The ceiling of the contract with The Boston Consulting Group, Inc. shall be $32,000,000, and the ceiling of the contract with Deloitte Consulting LLP shall be $27,500,000.

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<td>Agency Head / Designee:</td>
<td>Sandra Beattie</td>
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Certified as Reviewed by Agency Head/Designee: Yes
DOB Approver: Kate Sheils
Unit: Administrative Services Unit

Validated by the Office of the Director of State Operations

Estimated Value
This Request: $59,500,000.00
Dear Potential Bidder:

The New York State Division of the Budget (Division) is seeking two qualified firms to provide strategy and implementation advisory services to the Division: one to serve as Primary consultant and one to serve as Secondary consultant.

The firms shall advise and perform assignments focused on strategic planning, policy advice, and high-level implementation support and oversight. Projects will generally be large in scale, often involve multiple agencies, and focus on initiatives critical to implementing the Administration’s policy priorities. The length of the assignments will vary based on the needs of each particular project.

The Request for Proposal (RFP) outlines the terms and conditions, and all applicable information required for submission of a proposal. To prevent possible disqualification and to ensure compliance with the requirements of the RFP, Bidders should pay strict attention to the proposal submission deadline and follow the format and instructions contained in the RFP.

For Bidders’ convenience, the RFP and its related attachments have been made available in electronic format at the Division of the Budget’s Procurement website: http://www.budget.ny.gov/contract/index.html.

All questions regarding this RFP should be submitted via email, citing the RFP page and section, no later than 12:00 PM ET on May 14, 2019 to Contracts@budget.ny.gov. Questions will not be accepted orally and any question received after the deadline may not be answered. The comprehensive list of questions/requests for clarifications and the official responses will be posted to the Division's website and notice of such posting will be sent to all potential Bidders who have been furnished the RFP by the Division.

Interested Bidders must submit a proposal for this RFP before 12:00 PM ET on June 11, 2019.

All documentation should be completed and returned in accordance with the guidelines provided in the RFP.

Please be advised that this procurement is within a period of restricted communication. Vendors/lobbyists are restricted from making contacts related to this procurement with any New York State employee or any representative of a New York State board or commission. Please limit any communications related to this procurement to the designated contacts shown below during this Restricted Period (beginning with the announcement of this RFP in the NYS Contract Reporter and ending with the contract approval by OSC). The term “Contact” is defined by statute and refers to those oral, written, or electronic communications that a reasonable person would infer are attempts to influence the outcome of the procurement. Contact initiated between your firm and any other agent of the Division/State is not permissible and can result in disqualification from this procurement.
All questions regarding this solicitation should be addressed via e-mail to: Contracts@budget.ny.gov

The designated permissible contacts for this procurement are:
Interested Bidders should email their contact information to contracts@budget.ny.gov to ensure receipt of future correspondence regarding this procurement.

Contract Officer: Jason DiGianni
Contract Administrator: Michelle Heaslip
Additional Contacts: Roxanne West

Any expenses incurred in the preparation and submission of the proposal will not be reimbursed by the State.
REQUEST FOR PROPOSALS

Strategy and Implementation Advisory Services

The purpose of this Request for Proposals (RFP) is to solicit proposals and award two contracts to qualified Firms to provide strategy and implementation advisory services to the New York State Division of the Budget (DOB or Division). The selected Primary and Secondary consultants shall advise and perform assignments that focus on strategic planning, policy advice, and high-level implementation assistance.

This RFP also outlines the terms and conditions, and all applicable information required for submission of a proposal. To prevent possible disqualification and to ensure compliance with the requirements of the RFP, Firms should pay strict attention to the proposal submission deadline and follow the format and instructions contained in this document.

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<td>May 14, 2019 by 12:00 PM ET</td>
<td>Firm Inquiries Due</td>
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<td>May 21, 2019</td>
<td>Division’s Response to Firm Inquiries</td>
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<td>June 11, 2019 by 12:00 PM ET</td>
<td>Proposal Submission Deadline</td>
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<td>On or about July 17, 2019</td>
<td>Finalist Presentations</td>
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<tr>
<td>July 2019</td>
<td>Proposal Evaluation and Selection</td>
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<td>August 2019</td>
<td>Anticipated Contract Start Date</td>
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The Division reserves the right to change any of the dates stated in this RFP.

MWBE Goal: Established in each Statement of Work

SDVOB Goal: Established in each Statement of Work

Anticipated Contract Term: 5 Years

The procurement is in a restricted period from the date this RFP is issued until the contract has been approved. All contacts/inquiries shall be made by email to the following address: Contracts@budget.ny.gov. Designated Contacts for this Procurement:

Contracts Officer: Jason DiGianni
Contract Administrator: Michelle Heaslip
Additional Contacts: Roxanne West
# TABLE OF CONTENTS

1. **Scope** .................................................................................................................. 3  
   1.1 Background ........................................................................................................ 3  
   1.2 Services Required .............................................................................................. 4  
   1.3 Utilization of the Primary and Secondary Consultant ...................................... 6  
   1.4 Minimum Qualifications Requirements ............................................................. 7  
2. **Proposal Requirements** ......................................................................................... 7  
   2.1 Technical Proposal .............................................................................................. 7  
   2.2 Cost Proposal ..................................................................................................... 10  
   2.3 Administrative Proposal ..................................................................................... 11  
   2.4 Firm Inquiries/Revisions to this RFP .................................................................... 12  
   2.5 Submission of a Complete Three-Part Proposal ............................................... 13  
   2.6 Proposal Ownership .......................................................................................... 14  
3. **Evaluation Process** ............................................................................................. 14  
   3.1 General Information ........................................................................................... 14  
   3.2 Submission Review ............................................................................................. 14  
   3.3 Evaluation and Scoring ....................................................................................... 14  
4. **Award of Contract/Debriefing** ............................................................................ 16  
   4.1 Contract Award .................................................................................................. 16  
   4.2 Debriefings .......................................................................................................... 17  
5. **Contractual Requirements** .................................................................................. 17  
6. **Reservation of Rights** ......................................................................................... 17  
7. **Freedom of Information Law** .............................................................................. 18  
8. **Ethics** .................................................................................................................. 19  
   8.1 Ethics Requirements ............................................................................................ 19  
   8.2 Vendor Responsibility Determination .................................................................. 19  
   8.3 Public Officers Law ............................................................................................. 20  
9. **Minority- and Women-Owned Businesses (MWBE)** .......................................... 21  
10. **Service-Disabled Veteran-Owned Business Enterprises (SDVOB)** .................... 23  

**APPENDICES/FORMS** .............................................................................................. 27  

APPENDIX A: STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS ............ 27  
APPENDIX B: SAMPLE CONTRACT / POST AWARD FORMS .................................... 33  
APPENDIX C: PROPOSAL CHECKLIST ...................................................................... 65  
FORM 1: COST PROPOSAL ....................................................................................... 67  
FORM 2: FIRM INFORMATION AND ATTESTATION .............................................. 70  
FORM 3: NON-COLLUSIVE BIDDING CERTIFICATION ........................................ 72  
FORM 4: FIRM ASSURANCES OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT .................................................................................................................. 73  
FORM 5: MWBE AND EQUAL EMPLOYMENT OPPORTUNITIES REQUIREMENTS .... 75  
FORM 6: MWBE DIVERSITY PRACTICES .................................................................. 79  
FORM 7: VENDOR RESPONSIBILITY QUESTIONNAIRE INSTRUCTIONS ............ 83  
FORM 8: PROCUREMENT LOBBYING RESTRICTIONS ......................................... 84  
FORM 9: DISCLOSURE OF PENDING OR PRIOR LAWSUITS, CONFLICTS OF INTEREST, OR INVESTIGATIONS OR DISCIPLINARY ACTIONS .................... 86  
FORM 10: FREEDOM OF INFORMATION LAW REDACTION REQUEST ................... 87  
FORM 11: EXECUTIVE ORDER NO. 177 CERTIFICATION ...................................... 88  
FORM 12: SEXUAL HARASSMENT PREVENTION CERTIFICATION ....................... 89
1 Scope

1.1 Background

State of New York

New York State (State) was one of the original 13 states, ratifying the Unites States Constitution and entering the Union on July 26, 1788. The State has a total area (land and water) of 54,555 square miles and a park system that is among the largest in the nation (Adirondack Park). Geographically, the State is divided into 62 counties (five of which are boroughs of New York City). Within these counties are 62 cities (including New York City), 932 towns, 535 villages and 692 school districts.

The duties and responsibilities of the State government are amongst the most complex in the world. With an all funds annual budget of over $170 billion (including approximately $14 billion in capital) and $100 billion in assets, the State services the needs of almost 20 million residents. The overall gross product produced by the State is over $1.5 trillion earned annually. The output of the State and the needs of its population dwarf those of many countries worldwide. The State includes the most populous city, the largest public university system and largest public transit system in the country.

In addition to its size, the State is unique in its diversity with its people and cultures coming from all over the world, its geography from major metropolitan centers to farm lands to preserved mountainous regions, and its industries from finance to entertainment to technology to agriculture. The State’s government has the responsibility to meet the needs of the many varied citizen groups. This includes numerous social services, educational and health care programs and the providers who deliver those services. The State is tasked with regulating and at the same time promoting and growing the vast number of industries that operate in the State with smart investments.

The size and diversity of the State comes with many challenges and opportunities for its leaders. As the State seeks to meet these challenges, it requires services from world class strategic planning advisors to increase efficiencies, improve productivity and better serve the needs of its citizens. The advisors will be called upon on an as-needed basis to advise the State on any one of its many responsibilities, including but not limited to, engaging in problem-solving with top leaders, helping define and execute visions, assisting in the translation of vision into real change, and implementing strategic plans.

Division of the Budget

The Division is responsible for assisting the Governor in the development of the Executive Budget and serves as the Governor’s primary advisor on fiscal and policy matters for the State, local governments and public authority finances. The budget represents hundreds of separate decisions on how to raise and spend tens of billions of dollars. DOB manages program and policy delivery outcomes and has oversight of agency performance, with an enhanced emphasis on governance. The synthesis of management and budget functions within DOB ensures policies, programs and projects contained in the Budget are delivered
in a timely, cost effective manner. At the same time, Division fiscal staff assesses the state of the economy and forecasts revenue levels the State is likely to collect under existing tax laws and any contemplated changes.

The Division on behalf of the State is seeking a Primary and Secondary consultant to provide strategy and implementation advisory services. Working with senior State executives, the selected Firms shall advise and perform assignments focused on strategic planning, policy advice, and high-level implementation support and oversight. Projects under the resultant contract will generally be large in scale, often involve multiple agencies, and focus on initiatives critical to implementing the Administration’s policy priorities. The consultants will provide strategic assistance in defining problems, developing effective solutions, and supporting the achievement of outcomes. The length of the assignments will vary based on the needs of each particular project. There may be assignments that are limited to review, analysis and comments on a specific issue lasting only a few weeks. Other assignments may be long-term involving advice and high-level support from project inception through implementation and ongoing monitoring.

1.2 Services Required

The Division is seeking two qualified Firms to provide strategy and implementation advisory services: one to serve as the Primary consultant (the highest composite scorer) and one to serve as the Secondary consultant (the next highest composite scorer).

Upon request, the Firms will be assigned projects to provide advice, assistance, guidance or analysis that may involve some or all of the following services:

- Transforming or reengineering government business models and operations
- Designing and evaluating State strategy and policy
- Supporting effective large-scale transformation and change management initiatives
- Cross-functional application of project management methodologies (e.g., agile) to shape government business processes and management
- Redesigning public sector organizational and operational models
- Supporting service delivery methods to enhance customer experience

Policy areas of interest for the Division, may include, but are not limited to:

- Agriculture
- Criminal Justice
- Economic Development
- Education
- Energy
- Environment
- Health Care
- Human Services
- Information Technology
- Local Government
- Mental Hygiene
- Not-for-Profit Sector
- Public Finance
- Public Safety
- Transportation

The selected Firms will work with Executive Chamber and Division staff, along with leaders from other involved agencies and authorities, on projects that may entail clearly defining and prioritizing the vision of the State, designing the necessary steps to achieve
the vision and instituting the means to sustain the results. Each project assigned under the resulting contracts will involve some or all of the following components:

Vision

Clearly define the course of action needed to meet the objectives of the State. This may include, but not be limited to:

- Advising the State on the use of strategic tools, data analytics and other processes that will support identifying and assessing the major current/future and internal/external issues facing the State.
- Examining current strategic initiatives to evaluate their success and determine if any adjustments could better achieve desired outcomes.
- Working with Executives to review and prioritize the State’s objectives.
- Facilitating discussions to identify areas of opportunities/challenges and address emerging concerns within the State.
- Reviewing disparate State objectives to identify opportunities for alignment that would result in efficiencies and better results.

Design

Create policy and action plans for achieving long-term strategic objectives and the desired outcomes of the State. This may include, but not be limited to:

- Providing expertise and guidance with respect to change management initiatives that are necessary to achieve desired outcomes.
- Coordinating the involvement of key stakeholders throughout the State necessary to make informed decisions on a project.
- Establishing and supporting a framework of analysis to support decision-making and advise on policy direction for major issues facing the State.
- Informing strategic planning processes to ensure delivery of strategies and initiatives are relevant and aligned with State priorities.
- Providing detailed analytics and/or data on best practices/trends to support possible course of action and make an informed decision.
- Providing specific, clear and concise recommendations to the State to implement strategic plans, mitigate risks and ensure sustainable results after implementation.
- Identifying any internal or external risks that would prevent the State from achieving its strategic objectives.
- Analyzing the potential consequences of strategic alternatives.

Deliver

Develop and support the actions required before and during the implementation of a solution to obtain sustainable results. This includes identifying any areas that may require assistance from internal/external resources, tools needed to implement the solution,
assessing a timeline, identifying key performance indicators, establishing a schedule for progress reviews, setting up a process for feedback/challenges faced and measuring actual results versus the plan and expected outcomes. This may include, but not be limited to:

- Working with key stakeholders to develop their roles and responsibilities to achieve the State's objectives.
- Outlining a process to ensure a successful implementation and evaluation of the strategic plan with measurable key performance-based indicators.
- Defining implementable goals to assess effectiveness and ensure the successful delivery of the State's priorities.
- Monitoring implementation processes to ensure recommendations are followed.
- Re-examining strategic plan to ensure alignment with State priority initiatives.
- Establishing mechanism for feedback, challenges faced and actions necessary to move forward.
- Identifying any performance gaps that can prevent a successful strategic plan.
- Recommending modifications and potential derivatives to the State, as needed.
- Supporting the implementation of strategies, innovation models, change management initiatives and other priority areas to improve the performance of the State and ensure sustainability beyond the project end date.

**Statement of Work**

In all cases, and at the onset of each project, the selected Firm and Division will document in a Statement of Work (SOW) the required services to complete the project, deliverables to be developed and outcomes to be achieved, project costs and payment structures, and any MWBE/SDVOB subcontracting goals. The selected Firm will also be expected to maintain adequate documentation of its work, work under the direction of the Division, and satisfy all of its obligations under the SOW.

**1.3 Utilization of the Primary and Secondary Consultant**

The Primary consultant shall be given first opportunity to accept an assignment, unless in the case of a condition noted below. There is no commitment by the Division that the Secondary consultant will be requested to provide any services. The Division will award assignments to the Secondary consultant if one or more of the following conditions exist:

A. The Primary consultant has an actual or potential conflict of interest that, in the sole determination of the Division, could prevent the consultant from satisfactorily or ethically performing the assignment;

B. The Secondary consultant has a demonstrated expertise that, in the sole determination of the Division, is superior to that of the Primary consultant for purposes of a particular assignment;
C. The Division determines that the Primary consultant cannot undertake or complete an assignment or make appropriate staff available within the timeframes and costs established by the Division for the assignment;

D. The Division and the Primary consultant are unable to come to agreement on the requirements and/or cost to complete an assignment;

E. The Primary consultant and the Division mutually agree that work on a specific project be performed by the Secondary consultant.

1.4 Minimum Qualifications Requirements

In order to be considered for contract award, Firms must demonstrate that they meet the minimum qualifications set forth below. Satisfaction of this minimum qualification shall be documented as part of the Technical Proposal, as described in Section 2.1.C of this RFP. **Inability to meet the minimum qualifications set forth below will result in the rejection of a proposal as non-responsive.**

Minimum Firm Qualifications:

The Firm shall have completed a major project involving the services described in Section 1.2 of this RFP for a state comparable in spending as New York State. For this purpose, the Division considers states comparable to NYS to include California, Texas, Florida, Pennsylvania, Illinois, Ohio, Michigan, New Jersey, and Massachusetts.

2 Proposal Requirements

The Firm should submit a proposal which clearly and concisely provides all of the information requested. A complete proposal for this RFP comprises three (3) separate proposals: Technical, Cost, and Administrative.

- **Technical Proposal** – The purpose of the Technical Proposal is for the Firm to demonstrate their qualifications, competence and capacity to undertake the engagement described herein.

- **Cost Proposal** – The Cost Proposal is the fee the Firm will charge the Division for the services described in this RFP.

- **Administrative Proposal** – The Administrative Proposal contains standard requirements by which the Firm must agree to abide, information requested by the Division in connection with these requirements, and additional forms to be completed by the Firm.

2.1 Technical Proposal

The Technical Proposal shall specifically detail the Firm's experience and qualifications in providing the services sought by the Division. **Please note, in the Technical Proposal, Firms should not include any information related to their cost or the amount proposed for this RFP.**
Below is a listing of the technical information to be provided by the Firm. Firms must keep the Technical Proposal to a maximum of 40 pages (not including table of contents, resumes, and letters of reference). Material in excess of the page limit will not be considered. The State does not require nor desire any promotional material, which does not specifically address the response requirements of this RFP.

A. Table of Contents

The table of contents should clearly identify the location of all material within the proposal by section and page number.

B. Executive Summary

An Executive Summary should highlight significant aspects of the Technical Proposal.

C. Documentation Demonstrating Satisfaction of Minimum Qualifications:

In this section, the Firm should describe the project they are putting forward to satisfy the Minimum Firm Qualifications defined in Section 1.4 of this RFP. To satisfy this requirement, Firms should briefly describe:

1) The scope and specific deliverables of the project
2) The state(s) for which the project was implemented
3) The total cost of the project
4) The outcome of the project

D. Firm Experience and Qualifications

In this section of the Technical Proposal, Firms should demonstrate relevant experience to enable the State to fully understand their capabilities and breadth of experience. Firms should provide as much detail as possible on past performance and demonstrate familiarity and proficiency in successfully performing the work stated in this RFP.

1. Provide an overview of the Firm's experience related to the Scope of Services that demonstrates the Firm's capabilities and expertise. As part of this overview, Firms should also briefly demonstrate their ability to apply their expertise in strategy, operations, organization, and customer experience in each of the fifteen (15) Policy Areas identified in Section 1.2.

2. Provide two detailed case studies of notable projects handled by your Firm for a Fortune 100 company, a state comparable to NYS as described in Section 1.4 of this RFP and/or a country or providence within that is equally comparable to NYS. The projects selected for the two case studies should be as follows:

- One case study focused on either a major health care or transportation project.
• One case study focused on a major project in one of the remaining 14 Policy Areas identified in Section 1.2, at the Firm's choosing.

Each case study must be limited to 10 pages, provide sufficient detail to demonstrate the nature and extent of your Firm's expertise, and include the following:

• The problem that was presented to your Firm
• The approach taken by your Firm to solve the problem
• The strategic, operational, organizational, and customer experience impacts of the project
• Measurable key performance indicators used to demonstrate the project's success
• Names of the key staff assigned to each project, including their role, level of responsibility, and relevant experience
• A section describing lessons learned, including what went well, what did not go well and why, and what you would do differently.

E. Staff Experience and Qualifications

In this section of the Technical Proposal, please identify the core staff that you anticipate will be assigned to this contract. Firms should provide in depth detail and examples to support the knowledge and experience of their staff. It is the expectation of the Division that the core team assigned to the State will have limited turnover.

1. Core Staff

State the names of the staff members who would be assigned to the State's core team for this contract and include resumes for all core team members. Identify each team member using the titles described in Form 1 (Cost Proposal), even if these titles are not consistent with the Firm's existing titles. Describe each team member's functional area of responsibility as it relates to the scope of services and the fifteen (15) Policy Areas identified in Section 1.2. Firms should describe each team member's qualifications and experience in supporting Senior Executives of Fortune 100 companies, states comparable to NYS as described in Section 1.4 of this RFP and/or countries or providence within that is equally comparable to NYS.

2. Other Proposed Staff

As specific projects are assigned under the resulting contracts, Firm's will be required to access talent with the breadth of experience required to successfully support the State's needs. In this section, Firm's should demonstrate their ability to attract and assign well-qualified staff to the State's projects. In particular, Firm's should provide illustrative examples of the types of staff they can access throughout the contract term. Firm's should ensure these examples clearly indicate their ability to provide high-caliber staff with the requisite qualifications
and policy area expertise to provide the services outlined in Section 1.2 of this RFP as projects arise.

F. Reference Letters

Firms are asked to supply the Division with letters of reference for the following:

1. At least two (2) of the Firm's engagements described above;
2. One (1) letter of reference for the proposed Engagement Partner; and
3. One (1) letter of reference for the proposed Project Manager.

Reference letters should include the name, address and contact information of the client. The client should include a brief description of the type and scope of services of the engagement, as well as the term and quality of work performed during the engagement.

The Division may seek additional information from references regarding subjects that may include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFP, and the responsiveness of the Firm to the client during the project.

Considering the criteria, any missing letters of reference or the inability to contact a Firm or staff reference provided by a Firm will not be looked upon favorably and may result in a reduction of points.

2.2 Cost Proposal

Among the selection criteria is the fee the Firm will charge the Division for the services described in this RFP. The Cost Proposal is an integral component of a Firm's three-part submission. The Cost Proposal Form (Form 1) must be completed in its entirety according to the instructions included in Form 1. Proposals with a fee format different from the format indicated in Form 1 will be deemed non-responsive and the entire proposal will not be considered for evaluation or award.

Compensation

The compensation structure for services under any resultant contract will be defined and described in a mutually agreed-upon SOW according to the needs of the individual project. Firms will be asked to provide a detailed breakdown of the proposed project costs related to the scope for each individual project performed under the resulting contract. The rates included in the selected Firm's cost proposal and established in any resulting contract shall be used to determine individual project compensation amounts. When determining the compensation, rates in excess of the contract hourly rates are not allowed. Selected Firms shall submit invoices according to the terms of the resulting contract and SOW.
Manner of Payment
Payment of the successful Firm will be based upon the fees stipulated in the SOW. The Division will compensate the successful Firm following submission of an approvable invoice according to the contract.

The State of New York is not liable for any costs incurred by a Firm in the preparation and/or production of any proposal, or for any work performed prior to the execution of a formal contract.

2.3 Administrative Proposal
The Administrative Proposal contains standard requirements by which the Firm must agree to abide, information requested by the Division in connection with these requirements, and additional forms to be completed by the Firm. Firms should complete and submit the administrative forms listed below:

- **Form 2**: The Firm Information and Attestation, which will be considered an integral part of the Proposal, should be signed and submitted with the Administrative Proposal. The Firm Information and Attestation should be signed by an individual authorized to contractually bind the Firm. A proposal with an unsigned Firm Information and Attestation page may be rejected. **Modified forms will not be accepted.**

- **Form 3**: Non-Collusive Bidding Certification. This form should be signed and submitted with the Administrative Proposal.

- **Form 4**: Firm Assurances of No Conflict of Interest or Detrimental Effect. This form must be signed by an authorized executive or legal representative and should be submitted with the Administrative Proposal. **Modified forms will not be accepted.**

- **Form 5**: Article 15-A Requirements. Complete and submit the following with the Administrative Proposal:
  - Form 5.1 – Workforce Composition Form.
  - Form 5.2 – Minority and Women-Owned Business Enterprise Equal Employment Opportunity Policy Statement – If Firm, or any of its subcontractors, does not have an existing EEO policy statement, the Division may require the Firm or subcontractor to adopt the attached model statement.

- **Form 6**: MWBE Diversity Practices. Complete and submit the following with the Administrative Proposal:
  - Form 6.1 – Responses to Diversity Practices Questionnaire, including documentation.

- **Form 7**: A Vendor Responsibility Questionnaire should be certified and filed by the proposal submission deadline. The Vendor Responsibility determination is required for review and approval of the contract by the State Comptroller’s Office. Firms should file online with the New York State VendRep System, or submit a paper Questionnaire.
For any subcontract in excess of $100,000, a Vendor Responsibility Questionnaire should be completed by the subcontractor and certified and filed by the proposal submission deadline. Subcontractor Firms should file online with the New York State VendRep System, or submit a paper Questionnaire with the Firm's proposal.

- **Form 8**: Procurement Lobbying Form should be completed and submitted with the Administrative Proposal confirming and certifying compliance with the Procurement Lobbying Law, including disclosure of any findings of non-responsibility. **Modified forms will not be accepted.**

- **Form 9**: Disclosure of Pending or Prior Lawsuits, Conflicts of Interest, or Investigations or Disciplinary Actions Form should be completed and submitted with the Administrative Proposal.

- **Form 10**: Freedom of Information Law Redaction Request form should be submitted with the Administrative Proposal. If there is specific information in a Firm's proposal that a Firm claims to be proprietary and/or trade secret information that meets the definition set forth in Section 87(2)(d), the Firm 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).

- **Form 11**: Executive Order No. 177 should be completed and submitted with the Administrative Proposal.

- **Form 12**: Sexual Harassment Prevention Certification. This form should be signed and submitted with the Administrative Proposal.

### 2.4 Firm Inquiries/Revisions to this RFP

Questions or requests for clarification regarding this RFP should be submitted via email, citing the RFP page and section, by 12:00 P.M. ET on Tuesday, May 14, 2019 to contracts@budget.ny.gov. Questions will not be accepted orally and any question received after the deadline may not be answered. The comprehensive list of questions/requests for clarifications and the official responses will be posted to the Division’s website and notice of such posting will be sent to all Firms who have been furnished this RFP by the Division.

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be made by addendum. Any addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

Further, if a Firm discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP, immediately notify the contacts listed on the cover page of such error and request clarification or modification to the document. The Division shall make RFP modifications by addendum, provided that any such modifications would not materially benefit or disadvantage any particular Firm. Such clarification will be given by written notice to all parties who have been furnished an RFP by the Division.
If a Firm fails to notify the Division of a known error, or an error that reasonably should have been known, prior to the proposal submission deadline, the Firm shall assume the risk. If awarded the contract, the Firm shall not be entitled to additional compensation or time by reason of the error or its late correction.

There are no designated dates for the release of addenda. Therefore, interested Firms should check the Division’s website on a daily basis from time of RFP issuance through bid opening. It is the sole responsibility of the Firm to be knowledgeable of all addenda related to this procurement.

All RFP addenda will be issued on the Division’s website at the following address: www.budget.ny.gov_contract/index.html.

2.5 Submission of a Complete Three-Part Proposal

Firms must submit hardcopy and electronic versions of their proposals in accordance with the following (A Proposal Checklist is located in Appendix C to assist Firms in compilation of proposals.):

**Hardcopy Submission**

1. Technical Proposal, Cost Proposal, and Administrative Proposal must be bound individually, but may be mailed in one package.

2. Clearly mark the original and each copy as “RFP – STRATEGY AND IMPLEMENTATION ADVISORY SERVICES Proposal submitted by [Firm’s name]”, and indicate if they are original or copies.

3. Each Firm must submit the following hardcopies:
   - Six (6) copies of the *Technical Proposal*
   - Two (2) sets of the *Cost Proposal* with original signature
   - Two (2) sets of the *Administrative Proposal* with original signature

4. Hardcopy proposals should be sent to the following address:

   Jason DiGianni  
   New York State Division of the Budget  
   State Capitol, Room 129  
   Albany, NY 12224

A complete package (Technical, Cost, and Administrative Proposals) must be received by 12:00 P.M. ET on Tuesday, June 11, 2019.

**Electronic Submission**

In addition to hardcopies, Firms should send via email an identical, searchable, electronic version of each of the three hardcopy proposals submitted. The email subject line should
identify the RFP and be sent to contracts@budget.ny.gov by the deadline outlined above. In case of a discrepancy, the hardcopy proposal shall prevail.

Submission of proposals in a manner other than as described in these instructions will not be accepted. Late hardcopy proposals will not be considered for award, even if electronic copies of the proposal arrive before the due date.

2.6 Proposal Ownership

All proposals and accompanying documentation become the property of the State of New York and will not be returned. The Division reserves the right to use any portions of the Firm’s proposal not specifically noted as proprietary.

3 Evaluation Process

3.1 General Information

The Division will evaluate each proposal based on the “Best Value” concept. This means that the proposal that “optimizes quality, cost, and efficiency among responsive and responsible Firms”, shall be selected for award (State Finance Law, Article 11, § 163).

During the evaluation process, the Division may require clarifying information from a Firm. If specific sections of the written proposal require clarification, the Division will identify the section(s) and information requested in writing. The Firm should respond by the deadline stated in the correspondence. In addition, the Division may use the proposal, information obtained through any presentations, and the Division’s own investigation of a Firm’s qualifications, experience, ability or financial standing, and any other material or information submitted by the Firm in the course of evaluation and selection under this RFP. The State reserves the right to contact other sources not necessarily identified in the proposal to obtain information.

3.2 Submission Review

The Division’s Contracts Office will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in Section 2 of this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of the Division, may be rejected. All proposals passing the submission review will be evaluated.

3.3 Evaluation and Scoring

Technical Proposal Evaluation (61 Points)

An Evaluation Panel will independently score each Technical Proposal that meets the submission requirements of this RFP. Evaluation Panel members will score Technical Proposals to identify Firms with the highest probability of satisfactorily providing the services described in Section 1.2 of this RFP. Evaluations will be based on the Firm’s demonstration of its ability to provide the services required through its Technical Proposal.
Individual Panel member scores will be averaged to calculate a technical score for each responsive Firm.

**MWBE Diversity Practices (4 Points)**

MWBE Diversity Practices will be evaluated based upon the Firm’s responses to the Questionnaire developed by the New York State Division of Minority and Women’s Business Development, and found in Form 6.1. This Questionnaire consists of seven (7) questions for Firms to answer. Some questions request supporting documentation to support certain answers. Additional scoring information for diversity practices can be found in Form 6.2.

**Cost Evaluation (20 Points)**

The Division’s Contracts Office will examine the Cost Proposal (Form 1), and review it for responsiveness to cost requirements. If a Cost Proposal is found to be non-responsive, that proposal will be eliminated from consideration. All complete, responsive proposals will receive a cost score.

Cost proposals will be evaluated on a pre-determined formula using the information provided in Form 1. The maximum score (20 points) will be allocated to the proposal with the lowest cost according to this formula. All other proposals will receive a proportionate score to the proposal with the lowest cost, according to the following formula:

\[
\text{Cost points awarded} = (20 \text{ potential points}) \times \left( \frac{\text{Low Bid}}{\text{Firm's Bid}} \right)
\]

**Finalists and Presentations (15 Points)**

An initial composite score for each responsive Firm will be calculated by adding the Technical Proposal points, MWBE Diversity Practices points, and Cost Proposal points. The Finalist Firms will be the Firms with the three highest initial composite scores and any Firms within 15 points of the second ranked Firm.

Finalists will be notified of the date, location, and time of their presentation. The presentation will be designed to allow finalists to demonstrate their ability to provide the required services. The proposed Engagement Partner and Project Manager, as well as other key personnel who would be responsible for providing the required services, should be present and participate in the presentation.

Presentations will be 45 minutes in length followed by 15 minutes for questions and answers. Firms will be asked to present a case study about New York State that identifies opportunities and challenges on the horizon and provides some insight and specific recommendations on how the State might approach them. Further information with regard to the format of this stage of the evaluation may be provided to the Firm prior to the scheduled presentation. The presentation should highlight the Firms’ ability to perform the services stated in this RFP and fulfill the needs of the State. The presentations will not be an opportunity to cure material omissions in Firms’ proposals and are not a
substitute for a well-written proposal. Evaluations will be based on the Firm’s demonstration of its ability to provide the services required through its Presentation. Individual Panel member scores will be averaged to calculate a Presentation score for each Finalist Firm.

In the event that there is only one Finalist Firm, the Division may choose to forego the presentation at its discretion.

**Final Composite Score**

The final composite score for each responsive Firm will be calculated by adding the final Technical Proposal points, MWBE Diversity Practices points, Cost Proposal points, and Presentation points for each Firm. The Firm with the highest final composite score will be selected as the Primary consultant. The Firm with the next highest final composite score will be selected as the Secondary consultant.

4 **Award of Contract/Debriefing**

4.1 **Contract Award**

The Division expects to award two contracts as a result of this RFP. However, the Division reserves the right to not award a contract, at its sole discretion.

1. Notification of selection/non-selection will be sent to Firms by email.

2. Contract award is subject to approval of the Office of the Attorney General and the Office of the State Comptroller.

3. Upon contract award, public announcements or news releases pertaining to the contract shall not be made without the prior written consent of the Division.

4. Upon notification of selection, the following administrative forms will be required:

- State Finance Law Section 163(4) (g) imposes certain reporting requirements on contractors doing business with New York State. Concerning these reporting requirements, the selected Firm agrees to complete and submit an initial planned employment data report. The selected Firm also agrees to submit an annual employment report by May 15 of each year of the contract.
- A Sales Tax Certification is required for review and approval of the contract by the Comptroller’s Office.
- Proof of Workers’ Compensation and Disability Insurance as required by Sections 57 and 220 of the New York State Workers’ Compensation Law (WCL).

These forms can be reviewed in Appendix B (Sample Contract/Post Award Forms) of the RFP.

16
4.2 Debriefings

Unsuccessful Firms shall be notified upon the Division’s selection of a Contractor. Consistent with New York State Finance Law §163, Firms may, within fifteen (15) calendar days of notification of selection/non-selection, request a debriefing to discuss the evaluation of their proposal.

5 Contractual Requirements

The written contract with the awarded Firm shall be a State contract that includes the “Standard Clauses for New York State Contracts”, attached to this RFP as Appendix A. The entire Agreement shall consist of the documents, appendices and forms listed below. Conflicts between these documents shall be resolved in the following order of precedence:

1. Appendix A: Standard Clauses for NYS Contracts;
2. The Contract, including all exhibits, appendices, forms and attachments;
3. The RFP and any and all modifications and clarifications thereto; and
4. The Contractor’s Proposal and any clarifications thereto.

The written contract will be modeled off of the attached sample contract presented in Appendix B. Firms offer their proposals accepting the terms and conditions of the sample contract.

6 Reservation of Rights

The Division reserves the right to:

- Reject any or all proposals received in response to the RFP;
- Withdraw the RFP at any time, at the Division’s sole discretion;
- Accept a proposal and any subsequent proposal for the contract from someone other than the lowest cost Firm consistent with the criteria for the evaluation of proposals;
- Make an award under the RFP in whole or in part;
- Disqualify any Firm whose conduct and/or proposal fails to conform to the requirements of the RFP;
- Seek clarifications and revisions of proposals;
- Use proposal information obtained through site visits, management interviews and the State’s investigation of a Firm’s qualifications, experience, ability or financial standing, and any material or information submitted by the Firm in response to the agency’s request for clarifying information in the course of evaluation and/or selection under the RFP;
- Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the bid opening, direct Firms to submit proposal modifications addressing subsequent RFP amendments;
- Change any of the scheduled dates;
• Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Firms;
• Waive any requirements that are not material;
• Negotiate with the successful Firm within the scope of the RFP in the best interests of the State;
• Conduct contract negotiations with the next responsible Firm, should the Division be unsuccessful in negotiating with the selected Firm;
• Utilize any and all ideas submitted in the proposals received;
• Request best and final offers; and
• Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Firm’s proposal and/or to determine a Firm’s compliance with the requirements of the solicitation.
• Negotiate with the next highest-rated, qualified Firm for purposes of executing a contract, if it is subsequently determined by the Division that the successful Firm is not responsible.

7 Freedom of Information Law

New York State’s Freedom of Information Law (FOIL) (Public Officers Law, Article 6, Sections 84-90), available at: https://www.dos.ny.gov/coog/foil2.html, promotes the public’s right to know the process of governmental decision-making and grants maximum public access to governmental records. All proposals submitted in response to this RFP may be subject to disclosure under FOIL.

However, pursuant to Section 87(2)(d) of FOIL, a State agency may deny access to those portions of proposals or portions of a successful Firm’s contract which are “trade secrets" or submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which, if disclosed, would cause substantial injury to the competitive position of the subject enterprise.

Please note that all information that a Firm may claim as proprietary, copyrighted or rights-reserved is not necessarily protected from disclosure under FOIL.

If there is information in a Firm’s proposal that a Firm claims meets the definition set forth in Section 87(2)(d), the Firm should indicate so on Form 10 and provide a letter in its Administrative Proposal outlining any specific concerns.

Failure to identify the information which a Firm believes should be protected by Section 87(2)(d) may result in such information being disclosed if a request is received.

It is a Firm’s responsibility to consult an attorney with any questions the Firm may have about New York State’s Freedom of Information Law. All work products described herein may also be subject to FOIL disclosure.

The State will not honor any attempt by a Firm either to designate its entire bid proposal as proprietary and/or to claim copyright protection for its entire proposal.
The selected Firm must provide to the Division all information, records, and other written material it produces, possesses, or relies upon if such material is the object of a legitimate request to the Division pursuant to the Freedom of Information Law.

8 Ethics

8.1 Ethics Requirements

The Firm and its subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the “Ethics Requirements”). The Firm certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under any resulting contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Firm or its subcontractors and who is disqualified from providing services under any resulting contract pursuant to any Ethics Requirements may share in any net revenues of the Firm or its subcontractors derived from any resulting contract. The Firm shall identify and provide the State with notice of those employees of the Firm and its subcontractors who are former employees of the State that are proposed to perform services under any resulting contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Firm provide it with whatever information the State deems appropriate about each such person’s engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate any resulting contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

8.2 Vendor Responsibility Determination

The Division will conduct a review of each prospective Firm’s Vendor Responsibility Questionnaire (Form 7) to provide reasonable assurances that the Firm is responsible.

The Division will make a finding of responsibility or non-responsibility before making a contract award, considering any information that comes to its attention concerning the Vendor’s responsibility.

If the Division identifies potentially negative information in its review, the Division will notify the Firm. If the Division makes a preliminary finding that the Firm is non-responsible, the Division will detail in writing to the Firm the reasons(s) for the preliminary determination, and will provide an opportunity for the Firm to respond before the determination is finalized.
A Firm awarded a contract is required to update their responsibility determination if a material event occurs requiring an amendment. The awarded Firm is also required to update vendor responsibility questionnaires as new information becomes available.

The Firm awarded a contract shall at all times during the contract term remain responsible. During the term of this contract, any changes in the provided Questionnaire shall be disclosed to the Division, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract. Furthermore, the awarded Firm agrees, if requested by the Division, to present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The Division, in its sole discretion, reserves the right to suspend any or all activities under the contract, at any time, when it discovers information that calls into question the responsibility of the awarded Firm. In the event of such suspension, the awarded Firm will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the awarded Firm must comply with the terms of the suspension order. Contract activity may resume at such time as the Division issues a written notice authorizing a resumption of performance under the contract.

Upon written notice to the awarded Firm, and a reasonable opportunity to be heard by the appropriate Division officials or staff, the contract may be terminated by the Division at the Firm's expense where the Firm is determined by the Division to be non-responsible. In such event, the Division may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

The Division reserves the right to terminate a contract for non-responsibility, including failure to disclose information.

This provision shall also apply to any proposed subcontractor performing services under the resulting contract in excess of $100,000.

8.3 Public Officers Law

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a "lifetime bar" from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.
9 Minority- and Women-Owned Businesses (MWBE)

NYS Executive Law Article 15-A

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), the Division is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of Division contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, the Division shall establish MWBE participation goals inclusive of New York State-certified Minority-owned Business Enterprises ("MBE") participation and New York State-certified Women-owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs) when each SOW is issued under the Contract. If required in the SOW, a Contractor on any contract resulting from this procurement ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the Firm agrees that the Division may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: https://ny.newnycontracts.com. For guidance on how the Division will evaluate a Contractor's "good faith efforts," refer to 5 NYCRR§142.8.

The Firm understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.

In accordance with 5 NYCRR§142.13, the Firm further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract resulting from this RFP and subsequent SOWs, such finding constitutes a breach of Contract and the Division may withhold payment as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplies under the Contract.

By submitting a bid or proposal, a Firm agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals as may be included in the SOW by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at https://ny.newnycontracts.com, provided, however, that a Firm
may arrange to provide such evidence via a non-electronic method by contacting the Division’s Contract Office at contracts@budget.ny.gov.

If MWBE goals are set forth in a SOW, the Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan included in the SOW, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the Division, but must be made no later than prior to the submission of a request for final payment on the Contract.

If MWBE goals are set forth in a SOW, the successful Contractor will be required to submit a quarterly MWBE Contractor Compliance & Payment Report to the Division by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

**Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the Firm agrees with all of the terms and conditions of the Sample Contract (Appendix B) and of Standard Clauses for All New York State Contracts (Appendix A) including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Firm is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Firm, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, gender identity or expression, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Firm will be required to submit an Equal Employment Opportunity Policy Statement. If Bidder, or any of its subcontractors, does not have an existing EEO policy statement, the Division may require the Contractor or subcontractor to adopt the model statement (Form 5.2).

If awarded a Contract, Firm shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by the Division on a quarterly basis during the term of the Contract.

Pursuant to Executive Order #162, Contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.
Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, gender identity or expression, 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.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

10 Service-Disabled Veteran-Owned Business Enterprises (SDVOB)

NYS Executive Law Article 17-B

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State’s economy. The Division of the Budget recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of Division contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Firms are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

Contract Goals

A. For each SOW, the Division may set overall goals for SDVOB participation. For purposes of providing meaningful participation by SDVOBs, the Contractor should reference the directory of New York State Certified SDVOBs found at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf. Questions regarding compliance with SDVOB participation goals should be directed to the Division’s Contracts Office at contracts@budget.ny.gov. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

B. Where SDVOB Contract Goals have been established in the SOW, the Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as
subcontractors or suppliers in the performance of the Contract (see Required Good Faith Efforts clause below).

SDVOB Utilization Plan

A. For each SOW where SDVOB Contract Goals have been established and in accordance with 9 NYCRR § 252.2(l), Contractors are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their response to a SOW.

B. The Utilization Plan shall list the SDVOBs that the Firm intends to use to perform the Contract, a description of the work that the Firm intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Firm acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the Division.

C. The Division will review the submitted SDVOB Utilization Plan and advise the Contractor of the Division’s acceptance or issue a notice of deficiency within 20 days of receipt.

D. If a notice of deficiency is issued, the Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the Division a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Division to be inadequate, the Division shall notify the Contractor and direct the Contractor to submit, within five business days of notification by the Division, a request for a partial or total waiver of SDVOB participation goals on Form SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

E. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth in the SOW.

F. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Division shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.
Request for Waiver

A. Prior to submission of a request for a partial or total waiver, the Contractor shall contact the Division’s Contracts Office (contracts@budget.ny.gov) for guidance.

B. In accordance with 9 NYCRR § 252.2(m), a Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in the Required Good Faith Efforts clause below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Contractor may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the Division at that time, the provisions of Paragraphs (C), (D) & (E) of the SDVOB Utilization Plan clause will apply. If the documentation included with the Contractor’s waiver request is complete, the Division shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the SOW. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the Division, but must be made no later than prior to the submission of a request for final payment on the Contract.

D. If the Division, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals established in the SOW, and no waiver has been issued in regards to such non-compliance, the Division may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the Division.

Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

1. Copies of solicitations to SDVOBs and any responses thereto.

2. Explanation of the specific reasons each SDVOB that responded to Contractors’ solicitation was not selected.

3. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Division with certified SDVOBs whom the Division determined were capable of fulfilling the SDVOB goals set in the Contract.
4. Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.

5. Other information deemed relevant to the waiver request.

Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to the Division during the term of the Contract for the preceding month’s activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using Form SDVOB 101 and should be completed by the Contractor and submitted to the Division, by the 10th day of each month during the term of the Contract, for the preceding month’s activity to: contracts@budget.ny.gov.

Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.
APPENDICES/FORMS

APPENDIX A: STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

January 2014

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (Statute Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b)
discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.
11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00; whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or 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 the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations 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, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment
outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development’s Division of Minority and Women’s Business Development pertaining hereto.

13. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules (“CPLR”), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor’s actual receipt of process or upon the State’s receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under Proposer certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as Proposers, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: spca@esd.ny.gov
A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newyorkcontracts.com/FrontEnd/VendorSearchPublic.asp

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Proposers are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may
be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Proposers/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.
APPENDIX B: SAMPLE CONTRACT / POST AWARD FORMS

CONTRACT NO. _____

THE NEW YORK STATE DIVISION OF THE BUDGET
AND

FOR STRATEGY AND IMPLEMENTATION ADVISORY SERVICES
FOR THE PERIOD
[START DATE] THROUGH [END DATE]

THIS IS AN AGREEMENT (the “AGREEMENT”) by and between the NEW YORK STATE DIVISION OF THE BUDGET (hereinafter referred to as the “DIVISION”), and [______________________] (hereinafter referred to as “__________” or “CONTRACTOR”), with offices located at ________________________________.

WITNESSETH

WHEREAS, the DIVISION the DIVISION works to promote the best use of New York State (“STATE”) resources, to ensure the financial integrity of the STATE, and to assist the Governor in managing STATE fiscal matters; and

WHEREAS, to assist the DIVISION, a Request for Proposals (“RFP”) for Strategy and Implementation Advisory Services was issued on May 7, 2019, a copy of which is incorporated hereto as Appendix B; and

WHEREAS, after an evaluation of the proposals submitted for the performance of such work, the DIVISION has determined that [_____________] is a responsible and qualified firm to perform the Division’s Strategy and Implementation Advisory Services based upon its Proposal dated June 11, 2019, a copy of which is incorporated hereto as Appendix C; and

WHEREAS, the CONTRACTOR is willing to serve as a consultant to the DIVISION, as outlined in the RFP and herein;

NOW, THEREFORE, in consideration of the terms and conditions of this AGREEMENT, it is hereby mutually agreed upon by and between the DIVISION and the CONTRACTOR (each individually a “PARTY” and collectively “PARTIES”), as follows:

I. SERVICES

A. The DIVISION does hereby engage the services of _______ to provide Strategy and Implementation Advisory Services consistent with Section 1 of the RFP. Upon request, the CONTRACTOR will be asked to provide advice, assistance, guidance or analysis on, but not be limited to the following:
• Transforming or reengineering government business models and operations
• Designing and evaluating State strategy and policy
• Supporting effective large-scale transformation and change management initiatives
• Cross-functional application of project management methodologies (e.g., agile) to shape government business processes and management
• Redesigning public sector organizational and operational models
• Supporting service delivery methods to enhance customer experience

Vision

The CONTRACTOR may be asked to clearly define the course of action needed to meet the objectives of the State. This may include, but not be limited to:

• Advising the State on the use of strategic tools, data analytics and other processes that will support identifying and assessing the major current/future and internal/external issues facing the State.
• Examining current strategic initiatives to evaluate their success and determine if any adjustments could better achieve desired outcomes.
• Working with Executives to review and prioritize the State’s objectives.
• Facilitating discussions to identify areas of opportunities/challenges and address emerging concerns within the State.
• Reviewing disparate State objectives to identify opportunities for alignment that would result in efficiencies and better results.

Design

The CONTRACTOR may be asked to create policy and action plans for achieving long-term strategic objectives and the desired outcomes of the State. This may include, but not be limited to:

• Providing expertise and guidance with respect to change management initiatives that are necessary to achieve desired outcomes.
• Coordinating the involvement of key stakeholders throughout the State necessary to make informed decisions on a project.
• Establishing and supporting a framework of analysis to support decision-making and advise on policy direction for major issues facing the State.
• Informing strategic planning processes to ensure delivery of strategies and initiatives are relevant and aligned with State priorities.
• Providing detailed analytics and/or data on best practices/trends to support possible course of action and make an informed decision.
• Providing specific, clear and concise recommendations to the State to implement strategic plans, mitigate risks and ensure sustainable results after implementation.
• Identifying any internal or external risks that would prevent the State from achieving its strategic objectives.
• Analyzing the potential consequences of strategic alternatives.

Deliver

The CONTRACTOR may be asked to develop and support the actions required before and during the implementation of a solution to obtain sustainable results. This includes identifying any areas that may require assistance from internal/external resources, tools needed to implement the solution, assessing a timeline, identifying key performance indicators, establishing a schedule for progress reviews, setting up a process for feedback/challenges faced and measuring actual results versus the actual plan and expected outcomes. This may include, but not be limited to:

• Working with key stakeholders to develop their roles and responsibilities to achieve the State’s objectives.
• Outlining a process to ensure a successful implementation and evaluation of the strategic plan with measurable key performance-based indicators.
• Defining implementable goals to assess effectiveness and ensure the successful delivery of the State’s priorities.
• Monitoring implementation processes to ensure recommendations are followed.
• Re-examining strategic plan to ensure alignment with State priority initiatives.
• Establishing mechanism for feedback, challenges faced and actions necessary to move forward.
• Identifying any performance gaps that can prevent a successful strategic plan.
• Recommending modifications and potential derivatives to the State, as needed.
• Supporting the implementation of strategies, innovation models, change management initiatives and other priority areas to improve the performance of the State and ensure sustainability beyond the project end date.

Statement of Work

In all cases, and at the onset of each project, the CONTRACTOR and Division will document in a Statement of Work (SOW) the required services to complete the project, deliverables to be developed and outcomes to be achieved, project costs and payment structures, and any MWBE/SDVOB subcontracting goals. The CONTRACTOR will also be expected to maintain adequate documentation of its work, work under the direction of the Division, and satisfy all of its obligations under the SOW.
B. The CONTRACTOR agrees to perform and furnish the services and/or deliverables required in connection herewith in accordance with all conditions, covenants and representations contained in this AGREEMENT.

C. Deliverable Acceptance: The DIVISION will be responsible for review and acceptance of the Services and/or Deliverables. Acceptance of the Services and/or Deliverables shall be in accordance with the following:

1. Notification: The CONTRACTOR will submit to the DIVISION written notification indicating the Services and/or Deliverables that were completed, a summary of each of the completed Services and/or Deliverables, and a copy of the completed Deliverable(s) ("Notification"), if necessary.

2. Acceptance Criteria: The acceptance criteria for the Services and/or Deliverables shall be its substantial conformance to the requirements and descriptions set forth in any SOW ("Acceptance Criteria").

3. Acceptance: The DIVISION shall have a twenty (20) business day acceptance period, unless otherwise mutually agreed to by the DIVISION and CONTRACTOR, to approve Services and/or Deliverables that conform in all material respects to the Acceptance Criteria. The acceptance period shall begin upon transmittal by CONTRACTOR to the DIVISION of a written Notification that the Services and/or Deliverables have been completed and are ready for approval, and shall be counted from and include the first working day following the delivery of the Notification to the DIVISION. The DIVISION shall provide CONTRACTOR (i) with written approval of the Services and/or Deliverables or (ii) with a written statement which identifies in reasonable detail, with references to the applicable Acceptance Criteria, all of the deficiencies preventing approval ("Deficiencies"). All Services and/or Deliverables shall require the written approval by the DIVISION that such Services and/or Deliverables conform in all material respects with the Acceptance Criteria.

CONTRACTOR shall have ten (10) business days (or such other period mutually agreed to by the DIVISION and CONTRACTOR) to complete all such corrective actions or changes in order for such Services and/or Deliverables to conform in all material respects with the Acceptance Criteria. The count of such business days shall begin on the first business day following CONTRACTOR's receipt of the written statement of Deficiencies and/or required corrective actions identified by the DIVISION.

The DIVISION shall have twenty (20) business days to review the revised Services and/or Deliverables (or such other period mutually agreed to by the DIVISION and CONTRACTOR) and to notify CONTRACTOR in writing of acceptance or rejection in accordance with the foregoing provisions of this Section. If the DIVISION has not approved the Services and/or Deliverables after correction by CONTRACTOR, the CONTRACTOR and the DIVISION may
mutually agree to further steps to correct outstanding material deficiencies. However, in no event shall the total time allocated for review, correction and re-review of material Deficiencies in Services and/or Deliverables, exceed ninety (90) days.

The DIVISION shall have final sign-off responsibility on all Services and/or Deliverables. Services and/or Deliverables may be provided concurrently to the DIVISION for review and acceptance in accordance with this Section.

D. Utilization of the Primary and Secondary consultant: The Primary consultant shall be given first opportunity to accept an assignment, unless in the case of a condition noted below. There is no commitment by the Division that the Secondary consultant will be requested to provide any services. The Division will award assignments to the Secondary consultant if one or more of the following conditions exist:

1. The Primary consultant has an actual or potential conflict of interest that, in the sole determination of the Division, could prevent the consultant from satisfactorily or ethically performing the assignment;

2. The Secondary consultant has a demonstrated expertise that, in the sole determination of the Division, is superior to that of the Primary consultant for purposes of a particular assignment;

3. The Division determines that the Primary consultant cannot undertake or complete an assignment or make appropriate staff available within the timeframes and costs established by the Division for the assignment;

4. The Division and the Primary consultant are unable to come to agreement on the requirements and/or cost to complete an assignment;

5. The Primary consultant and the Division mutually agree that work on a specific project be performed by the Secondary consultant.

II. TERM

___________ agrees to perform the aforesaid services for a five-year period beginning __________ and ending __________.

Notwithstanding the expiration of this AGREEMENT, a SOW may require the CONTRACTOR to work beyond that date through the completion of a specific project, in which event the terms and conditions of this AGREEMENT shall survive expiration of the AGREEMENT term and apply through completion of project and acceptance by the STATE.
III. COMPENSATION

A. __________'s rates for services rendered under this AGREEMENT shall not exceed the hourly rates as shown below:

<table>
<thead>
<tr>
<th>Title</th>
<th>Contract Year 1 2019-20</th>
<th>Contract Year 2 2020-21</th>
<th>Contract Year 3 2021-22</th>
<th>Contract Year 4 2022-23</th>
<th>Contract Year 5 2023-2024</th>
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<tr>
<td>Engagement Partner</td>
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<tr>
<td>Project Manager</td>
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<td>Senior Analyst</td>
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<td>Analyst</td>
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The above rates shall apply to all hourly compensation paid under this AGREEMENT. The hourly rates are inclusive of personnel, travel, postage, reproduction and all other expenses related to the engagement.

B. Payment under this AGREEMENT shall not exceed $_______ for the contract term.

C. CONTRACTOR will be compensated only for services that are performed in accordance with a mutually agreed upon SOW as described in Section I of this AGREEMENT.

D. Billings for services rendered shall be submitted to the DIVISION as specified in the SOW.

E. The CONTRACTOR acknowledges that it will not receive payment on any invoices submitted under this AGREEMENT unless or until it complies with the State Comptroller's electronic payment procedures.

F. Fees shall become payable by the STATE upon receipt of an invoice in accordance with this section. Properly invoiced fees not paid within 30 days of receipt of the invoice and services will be paid with interest in accordance with Article 11-A of New York State Finance Law. Any and all such invoices shall contain a detailed itemization of requested compensation which shall, at the minimum include:

1. The number assigned to this AGREEMENT (_______), the CONTRACTOR's New York State Vendor Identification Number, an invoice number, and invoice date;
2. Name(s) and title(s) (as identified in this section) of the CONTRACTOR staff providing services;
3. Name(s) of DIVISION employees, or their designee(s), requesting the services and directly involved;
4. Specific identification of the services provided;
5. Amounts to be compensated as defined in the SOW; and
6. Dates upon which the services were performed.

All invoices should be submitted electronically to the DIVISION at contracts@budget.ny.gov.

G. The CONTRACTOR shall not be reimbursed for the preparation of invoices or billing statements or for the time spent correcting any error in previously submitted invoices or billing statements.

IV. RELATIONSHIP OF PARTIES

The relationship of the CONTRACTOR to the DIVISION shall be that of an independent contractor. In accordance with such status as an independent contractor, the CONTRACTOR covenants and agrees to act consistent with such status: to neither hold itself out as, nor claim to be, an officer or employee of the DIVISION or the STATE by reason hereof; and not to, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DIVISION or the STATE, including but not limited to Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership credit.

V. STAFF

A. The CONTRACTOR shall assign _______ as the Engagement Partner _______ as the Project Manager, and the other personnel referenced in its proposal, but is not limited in its utilization of other personnel for its duties hereunder, subject to the approval of the DIVISION.

B. CONTRACTOR staff assigned to work on this project shall be subject to approval by the DIVISION. It is highly desirable that staff assigned to work on a project continue to work on the project until completion. The DIVISION reserves the right to require security clearance and criminal history checks of the CONTRACTOR and/or staff.

C. The CONTRACTOR specifically represents and agrees that its members, officers, employees, agents, consultants, shareholders, and subcontractors have and shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties performed hereunder. All employees of the CONTRACTOR, or of its subcontractors, who shall perform the services under this AGREEMENT, shall possess the necessary qualifications, training, licenses, and permits as may be required within the jurisdiction where the services specified are to be provided or performed, and shall be legally entitled to work in such jurisdiction. All persons, corporations, or other legal entities that perform services under this AGREEMENT on behalf of CONTRACTOR shall, in performing the services, comply with all applicable Federal and STATE laws concerning employment in the United States.
D. This AGREEMENT is intended to secure the professional services of the CONTRACTOR because of its ability and shall not be assigned, conveyed, transferred, or disposed of by the CONTRACTOR.

E. The CONTRACTOR shall be fully responsible for performance of work by and conduct of its staff and subcontractor's staff. The DIVISION reserves the right to request removal of any CONTRACTOR staff or subcontractor staff if, in the DIVISION's sole discretion, such staff is not performing in accordance with the AGREEMENT.

F. The CONTRACTOR shall notify the DIVISION immediately of any proposed changes in staff. The DIVISION has an absolute right and discretion to approve or disapprove any proposed changes in staff. The DIVISION, in each instance, will be provided with a summary of experience of the proposed substitute and an opportunity to interview that person, prior to giving its approval or disapproval; approval shall not be unreasonably withheld. The replacement staff must have the skills, experience and expertise that is comparable to or better than that of the person they will replace, and will be provided at the same or lower hourly rate.

G. The CONTRACTOR and its staff must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other STATE codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with the STATE. Failure to comply with these requirements may result in termination of the AGREEMENT and/or other civil or criminal proceedings as required by law.

VI. SUBCONTRACTING

The CONTRACTOR agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of the DIVISION. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The CONTRACTOR may arrange for a portion/s of its responsibilities under this AGREEMENT to be subcontracted to qualified, responsible subcontractors, subject to approval of the DIVISION. If the CONTRACTOR determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this AGREEMENT must be fully explained by the CONTRACTOR to the DIVISION. The CONTRACTOR retains ultimate responsibility for all services performed under the AGREEMENT.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this AGREEMENT including, but not limited to, the body of this AGREEMENT, Appendix A – Standard Clauses for New York State Contracts dated January 2014, and Appendix B – Request for Proposals dated May 7, 2019. Unless waived in writing by the DIVISION, all subcontracts between the CONTRACTOR and subcontractors shall expressly name the STATE, through the DIVISION, as the sole intended third party beneficiary of such subcontract. The
DIVISION reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the DIVISION or the STATE a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the DIVISION.

The DIVISION reserves the right, at any time during the term of the AGREEMENT, to verify that the written subcontract between the CONTRACTOR and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this AGREEMENT.

The CONTRACTOR shall give the DIVISION immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the CONTRACTOR’s duties under the AGREEMENT. Any subcontract shall not relieve the CONTRACTOR in any way of any responsibility, duty and/or obligation of the AGREEMENT.

VII. RESERVATIONS

The DIVISION reserves the right to employ other consultants and contractors in connection with its responsibilities and functions. In that event, the CONTRACTOR will, as directed by the DIVISION, cooperate and work in harmony with such consultants and contractors.

VIII. DIVISION REPRESENTATIVES

A. The DIVISION, with the commencement of this AGREEMENT, designates as its representative, Jason DiGianni, or his designee(s).

B. Such representatives shall request, oversee, supervise and accept performance of services performed by the CONTRACTOR and shall receive any required submissions. Whenever an agreement action is to be taken or approval for services is to be given by the DIVISION such action or approval may be given only by such representative(s) designated pursuant to this Section.

C. All Notices under this AGREEMENT shall be directed to the representatives identified in this Section, or their designee(s).

D. The DIVISION may, on written notice, designate other individuals as its representatives.

IX. CONFLICTS OF INTEREST

A. The CONTRACTOR has provided a form (Firm Assurance of No Conflict of Interest or Detrimental Effect), signed by an authorized executive or legal representative attesting that the CONTRACTOR’s performance of the services does not and will not create a conflict of interest with, nor position the CONTRACTOR to breach any other
contract currently in force with the STATE, that the CONTRACTOR will not act in any manner that is detrimental to any STATE project on which the CONTRACTOR is rendering services.

B. The CONTRACTOR hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the CONTRACTOR's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this AGREEMENT. The CONTRACTOR shall have a duty to notify the DIVISION immediately of any such actual or potential conflicts of interest.

C. In conjunction with any subcontract under this AGREEMENT, the CONTRACTOR shall obtain and deliver to the DIVISION, prior to entering into a subcontract, a Firm Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. The CONTRACTOR shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the DIVISION a signed and completed Firm Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.

D. The DIVISION and the CONTRACTOR recognize that conflicts may occur in the future because the CONTRACTOR may have existing, or establish new, relationships. The DIVISION will review the nature of any relationships and reserves the right to terminate this AGREEMENT for any reason, or for cause, if, in the judgment of the DIVISION, a real or potential conflict of interest cannot be cured.

X. PUBLIC OFFICERS LAW

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a "lifetime bar" from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

XI. ETHICS REQUIREMENTS

The CONTRACTOR and its subcontractors shall not engage any person who is, or has been at any time, in the employ of the STATE to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of STATE employees, and the rules, regulations, opinions, guidelines or policies
promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The CONTRACTOR certifies that all of its employees and those of its subcontractors who are former employees of the STATE and who are assigned to perform services under this AGREEMENT shall be assigned in accordance with all Ethics Requirements. During the term, no person who is employed by the CONTRACTOR or its subcontractors and who is disqualified from providing services under this AGREEMENT pursuant to any Ethics Requirements may share in any net revenues of the CONTRACTOR or its subcontractors derived from this AGREEMENT. The CONTRACTOR shall identify and provide the STATE with notice of those employees of the CONTRACTOR and its subcontractors who are former employees of the STATE that will be assigned to perform services under this AGREEMENT, and make sure that such employees comply with all applicable laws and prohibitions. The STATE may request that the CONTRACTOR provide it with whatever information the STATE deems appropriate about each such person’s engagement, work cooperatively with the STATE to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the STATE, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The STATE shall have the right to withdraw or withhold approval of any subcontractor if utilizing such subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The STATE shall have the right to terminate this AGREEMENT at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

XII. WARRANTIES

The CONTRACTOR warrants that it will perform services in good faith and in a professional manner and that the services will conform in all material respects to the description of such services set forth herein. The warranties expressly set forth in this AGREEMENT are in lieu of all other warranties, expressed or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

The CONTRACTOR warrants that its services shall be performed in accordance with applicable professional standards and that the CONTRACTOR shall correct, at no charge to the DIVISION or the STATE, services which fail to meet applicable professional standards and which result in obvious or patent errors in the progression of its work.

XIII. PERFORMANCE MONITORING

The CONTRACTOR’s performance will be assessed by the DIVISION according to the achievement of CONTRACTOR’s contractual obligations in a timely and professional manner, as set forth herein. The DIVISION will utilize progress reports and periodic meetings to ensure that the project is carried out on a timely basis and results in effective recommendations and work products.
XIV. INDEMNIFICATION AND LIABILITY

A. The CONTRACTOR shall be fully liable without monetary limitation for any act or omission of the CONTRACTOR, its employees, subcontractors and agents, and shall fully indemnify and hold harmless the STATE from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or tangible personal property or intellectual property caused by fault or negligence of CONTRACTOR, its employees, subcontractors or agents arising from the CONTRACTOR's performance of the AGREEMENT, provided, however, that the CONTRACTOR shall not be obligated to indemnify the STATE for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act by the STATE or the acts of third parties, other than those provided by the CONTRACTOR to perform under the AGREEMENT. In connection with the foregoing, the STATE shall give the CONTRACTOR: (i) prompt written notice of any action, claim or threat of suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the CONTRACTOR's sole expense, and (iii) assistance in the defense of any such action at the expense of the CONTRACTOR.

B. Except as otherwise set forth as being without monetary limitation in the indemnification paragraph above, the limit of liability shall be as follows: CONTRACTOR liability for any damages arising out of, or related to the AGREEMENT, whether in contract, tort or otherwise, shall in no case exceed: (i) an amount equal to two (2) times the amount paid to the CONTRACTOR for work performed under this AGREEMENT, or (ii) one million dollars ($1,000,000), whichever is greater.

C. Notwithstanding the above, the CONTRACTOR and the DIVISION/STATE shall not be liable for any consequential, indirect or special damages of any kind which may result from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the DIVISION/STATE, the CONTRACTOR, or by others. CONTRACTOR shall not be liable for any missed or lost revenue associated with, or related to, the services provided pursuant to this contract.

XV. REPORTS AND FINDINGS

Any and all reports and findings rendered to the DIVISION by the CONTRACTOR shall be the exclusive property of the DIVISION and subject to its exclusive use and control. The CONTRACTOR hereby waives any and all rights to such reports and findings and the control thereof.

XVI. OWNERSHIP

CONTRACTOR will retain all rights, title and interest in and to all materials developed by it prior to the effective date of this AGREEMENT and/or developed outside of CONTRACTOR’s obligations hereunder.
XVII. CONFIDENTIALITY

A. CONTRACTOR agrees that it will not use confidential or proprietary information disclosed to CONTRACTOR in connection with the services ("Confidential Information") for any purpose other than in connection with the services. The CONTRACTOR is fully responsible for its staff, its subcontractor(s) and any subcontractor's staff with regard to Confidential Information.

B. Information which falls into any of the following categories shall not be considered Confidential Information:

1. information that is previously rightfully known to the CONTRACTOR without restriction on disclosure;
2. information that becomes, from no breach of this AGREEMENT on the part of the CONTRACTOR, generally known in the relevant industry, or is otherwise publicly available; and
3. information that is independently developed by CONTRACTOR without use of the confidential information.

C. Except as specifically permitted in this AGREEMENT, CONTRACTOR shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

D. CONTRACTOR may disclose Confidential Information if such information is required to be disclosed by CONTRACTOR by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the CONTRACTOR notifies the DIVISION prior to any such required disclosure.

E. CONTRACTOR agrees not to issue any press releases, give or make any presentations, or give to any print, electronic or other news media information regarding the services without the express advance written approval of DIVISION.

F. CONTRACTOR agrees that, as between the PARTIES, all Confidential Information in its possession is at all times the sole property of the STATE.

G. Notwithstanding anything herein to the contrary, CONTRACTOR shall have the right to retain one copy of the Confidential Information and any summaries, analyses, notes or extracts prepared by CONTRACTOR which are based on or contain portions of the Confidential Information evidencing its services for the STATE as required by law, regulation, professional standards or reasonable business practice.

H. CONTRACTOR shall retain all Confidential Information in confidence, exercising the same standard of care used by CONTRACTOR to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any
third party. CONTRACTOR shall not use Confidential Information for any purpose other than in furtherance of its professional services for the DIVISION.

I. CONTRACTOR understands that if it breaches, or threatens to breach this AGREEMENT, the DIVISION shall have the right to seek all equitable and legal rights (including the right to seek injunctive relief) to prevent such breach and/or to be fully compensated (including reasonable legal fees) for losses or damages resulting from such breach. CONTRACTOR acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy to fully protect the confidential or proprietary information identified in this AGREEMENT.

XVIII. RECORDS ACCESS

DIVISION staff, others authorized by the DIVISION such as representatives of the Federal government, or other STATE agencies authorized by STATE law, shall have access to and the right to examine the books, documents, work papers, documentation of charges, or other records of the CONTRACTOR, including any and all subcontractors, involved in transactions relating to this AGREEMENT during the contract period and for a period of six years after final payment for said services.

XIX. WORK PAPER RETENTION AND AVAILABILITY

A. The work papers to be prepared by the CONTRACTOR during the AGREEMENT will be retained by the CONTRACTOR although copies thereof and access to them will be made available, upon request, to the DIVISION, representatives of the Federal government and STATE agencies when authorized by the DIVISION, and other STATE agencies authorized by existing law, for a period of six (6) years following the date of the final payment under the contract. All such requests, and their disposition, shall be authorized by the DIVISION.

B. The CONTRACTOR agrees to make personnel available to explain fully all data, materials, and work papers developed during the engagement for a period of six (6) years following the date of the final payment under the AGREEMENT.

XX. DISPUTES AND DISSATISFACTION/CONFLICT RESOLUTION

A. In the event the DIVISION is dissatisfied with the CONTRACTOR's performance of the services provided under the AGREEMENT, including but not limited to a breach of the AGREEMENT on the part of the CONTRACTOR, the DIVISION shall notify the CONTRACTOR of the dispute in writing. In the event the CONTRACTOR has any disputes with the DIVISION, the CONTRACTOR shall notify the DIVISION in writing. Such notification in both cases shall hereinafter be referred to as "Notice of Conflict", or in the case of contract breach, "Notice of Default".
B. If either the DIVISION or the CONTRACTOR notifies the other of such dispute or dissatisfaction, the PARTY receiving the notification shall then make good faith efforts to amicably resolve the problem or settle the dispute, including meeting with the notifying PARTY’s representatives to diligently attempt to reach a mutually satisfactory result.

C. In the event of a dispute, both PARTIES will continue to fulfill their performance obligations under the AGREEMENT.

D. Nothing shall limit either PARTY’s ability to pursue all legal remedies. If the PARTIES are unable to amicably resolve the dispute after the steps described above, then either PARTY may seek legal or equitable relief in a court of competent jurisdiction in the State of New York.

XXI. TERMINATION

A. The DIVISION reserves the right to terminate the services of the CONTRACTOR, in whole or in part, upon thirty (30) days written notice for any reason, or immediately for cause. Upon notice of termination, the CONTRACTOR shall stop work immediately and complete only those specific assignments, if any, subsequently approved by the DIVISION. In the event of termination other than for cause, the CONTRACTOR shall be entitled to compensation for services performed through the date of termination that are accepted by the DIVISION, and for any subsequent services that are accepted by the DIVISION, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the DIVISION. The CONTRACTOR agrees to cooperate to the fullest respect with any successor consultants and contractors.

B. After receipt of the notice of termination, the CONTRACTOR shall exercise all reasonable diligence to accomplish the cancellation or diversion of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice.

C. The CONTRACTOR shall submit its termination claim to the DIVISION promptly after receipt of a notice of termination, but in no event later than 30 days from the effective date thereof, unless one or more extensions in writing are granted by the DIVISION upon written request of the CONTRACTOR within such 30-day period or authorized extension thereof. Upon failure of the CONTRACTOR to submit a termination claim within the time allowed, the DIVISION may determine, on the basis of available information, the amount, if any, due to the CONTRACTOR by reason of termination, and shall thereupon pay to the CONTRACTOR the amount so determined.

D. If the termination for cause results from unsatisfactory performance by the CONTRACTOR, the value of the work performed by the CONTRACTOR prior to termination shall be established by the DIVISION.
E. The CONTRACTOR agrees to transfer title to the DIVISION, and to deliver in the manner, at the time, and to the extent, if any, directed by the DIVISION, such information and work products for which the CONTRACTOR produced and received compensation by the DIVISION.

F. In addition, non-compliance with the procurement laws as noted in Section XXIII of this AGREEMENT will lead to contract termination.

XXII. FORCE MAJEURE

Neither PARTY will be liable for losses, defaults, or damages under this AGREEMENT which result from delays in performing, or an inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this AGREEMENT, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, civil strife, fire or any other cause beyond the reasonable control of the PARTY that was so delayed or so unable to perform, provided that such PARTY was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such PARTY will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

XXIII. COMPLIANCE WITH PROCUREMENT LAWS

A. By execution of this AGREEMENT, the CONTRACTOR certifies that information provided to the STATE with respect to the Vendor Responsibility Questionnaire, Procurement Lobbying Certifications, Contractor Disclosure Form A and Section 5-a of the Tax Law (Forms ST-220-TD and ST-220-CA) is complete, true and accurate.

B. The CONTRACTOR hereby acknowledges that the Vendor Responsibility Questionnaire and certification are made part of its proposal and thereby this AGREEMENT and that any misrepresentation of fact in the Questionnaire and attachments, or in any CONTRACTOR responsibility information that may be requested by the DIVISION, may result in termination of this AGREEMENT.

The CONTRACTOR shall at all times during the contract term remain responsible. During the term of this AGREEMENT, any changes in the provided Questionnaire shall be disclosed to the DIVISION, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this AGREEMENT. Furthermore, the CONTRACTOR agrees, if requested by the DIVISION, to present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The DIVISION, in its sole discretion, reserves the right to suspend any or all activities under this AGREEMENT, at any time, when it discovers information that calls into question the responsibility of the CONTRACTOR. In the event of such suspension,
the CONTRACTOR will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the CONTRACTOR must comply with the terms of the suspension order. Contract activity may resume at such time as the DIVISION issues a written notice authorizing a resumption of performance under this AGREEMENT.

Upon written notice to the CONTRACTOR, and a reasonable opportunity to be heard by the appropriate DIVISION officials or staff, this AGREEMENT may be terminated by the DIVISION at the CONTRACTOR's expense where the CONTRACTOR is determined by the DIVISION to be non-responsible. In such event, the DIVISION may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

C. CONTRACTOR hereby acknowledges that State Finance Law Section 163(4)(g) imposes certain reporting requirements on the contractor doing business with the STATE. In furtherance of these reporting requirements, the CONTRACTOR agrees to complete and submit an initial planned employment data report and an annual employment report (Forms A and B respectively). Complete instructions and forms may also be accessed at: http://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/18/C.htm.

XXIV. REQUIREMENTS AND PROCEDURES FOR MWBE PARTICIPATION

A. General Provisions

1. The DIVISION is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all STATE contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

2. The CONTRACTOR agrees, in addition to any other nondiscrimination provision of the AGREEMENT and at no additional cost to the DIVISION, to fully comply and cooperate with the DIVISION in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority- and women-owned business enterprises ("MWBE"). The CONTRACTOR's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

3. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section XXV.G of this AGREEMENT.
and such other remedies are available to the DIVISION pursuant to this AGREEMENT and applicable law.

B. Contract Goals

1. For purposes of this AGREEMENT, the goals for Minority- and Women-Owned Business Enterprises ("MWBE") participation shall be as designated in each Statement of Work (SOW) based on the current availability of qualified MBEs and WBEs.

2. For purposes of providing meaningful participation by MWBEs in this AGREEMENT and achieving the MWBE Contract Goals, the CONTRACTOR should reference the directory of New York State certified MBWEs found at the following internet address: https://ny.newnycontracts.com.

Additionally, the CONTRACTOR is encouraged to contact the Division of Minority and Women Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on this AGREEMENT.

3. The CONTRACTOR understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.

4. Where MWBE Contract Goals have been established in each SOW, the CONTRACTOR must document "good faith efforts", to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the AGREEMENT. Such documentation shall include, but not necessarily be limited to:

   a. Evidence of outreach to MWBEs;
   b. Any responses by MWBEs to the CONTRACTOR’s outreach;
   c. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
   d. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the DIVISION with MWBEs; and,
   e. Information describing specific steps undertaken by the CONTRACTOR to reasonably structure the contract scope of work to maximize opportunities for MWBE participation.

C. Equal Employment Opportunity (EEO)

1. The CONTRACTOR agrees to be bound by the provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to
equal employment opportunities for minority group members and women shall apply to the AGREEMENT.

2. In performing the AGREEMENT, the CONTRACTOR shall:

a. Ensure that each CONTRACTOR and each subcontractor performing work on this AGREEMENT shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

b. The CONTRACTOR shall submit an EEO policy statement to the DIVISION within seventy-two (72) hours after the date of the notice by the DIVISION to award the AGREEMENT to the CONTRACTOR.

c. If the CONTRACTOR, or any of its subcontractors, does not have an existing EEO policy statement, the DIVISION may require the CONTRACTOR or subcontractor to adopt a model statement (see Form 5.4 Equal Employment Opportunity Policy Statement).

d. The CONTRACTOR’s EEO policy statement shall include the following language:

1) The CONTRACTOR 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 EEO programs to ensure that minority group members and women 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.

2) The CONTRACTOR shall state in all solicitations or advertisements for employees that, in the performance of the AGREEMENT, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

3) The CONTRACTOR shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or 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 the CONTRACTOR's obligations herein.

4) The CONTRACTOR will include the provisions of Subdivisions (1) through (3) of this Subsection D and Paragraph "5" of this Section C, which provides for relevant provisions of the Human Rights Law, 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 AGREEMENT.

3. Staffing Plan

To ensure compliance with this section, the CONTRACTOR shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the AGREEMENT by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The CONTRACTOR shall complete the staffing plan form and submit it within a reasonable time, as directed by the DIVISION.


a. The CONTRACTOR shall submit a Workforce Report, and shall require each of its subcontractors to submit a Workforce Report, in such form as shall be required by the DIVISION on a QUARTERLY basis during the term of the AGREEMENT.

b. Separate forms shall be completed by the CONTRACTOR and any subcontractors.

c. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.

5. The CONTRACTOR shall comply with the provisions of the Human Rights Law, and all other STATE and Federal statutory and constitutional non-discrimination provisions. The CONTRACTOR and its 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.

D. MWBE Utilization Plan

1. The CONTRACTOR represents and warrants that the CONTRACTOR has submitted an MWBE Utilization Plan, through the New York State Contract System ("NYSCS"), which can be viewed at https://ny.newnycontracts.com, provided,
however, that the CONTRACTOR may arrange to provide such evidence via a non-electronic method to the DIVISION, either prior to, or at the time of, the execution of the AGREEMENT.

2. The CONTRACTOR agrees to use such MWBE Utilization Plan for the performance of MWBEs on this AGREEMENT pursuant to the prescribed MWBE goals set forth in Section XXV.B.1.

3. The CONTRACTOR further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of this AGREEMENT. Upon the occurrence of such a material breach, the DIVISION shall be entitled to any remedy provided herein, including but not limited to, a finding that the CONTRACTOR is non-responsive.

E. Waivers

1. For waiver requests, the CONTRACTOR should use the NYSCS, provided, however, that CONTRACTOR may arrange to provide such evidence via a non-electronic method to the DIVISION.

2. If the CONTRACTOR, after making good faith efforts, is unable to comply with MWBE goals, the CONTRACTOR may submit a Request for Waiver documenting good faith efforts by the CONTRACTOR to meet such goals. If the documentation included with the waiver request is complete, the DIVISION shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

3. If the DIVISION, upon review of the MWBE Utilization Plan and updated QUARTERLY MWBE Contractor Compliance Reports determines that the CONTRACTOR is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the DIVISION may issue a notice of deficiency to the CONTRACTOR. The CONTRACTOR must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

F. Quarterly MWBE Contractor Compliance Report

The CONTRACTOR is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the CONTRACTOR may arrange to provide such report via a non-electronic method to the DIVISION by the 10th day following the end of each quarter during the term of this AGREEMENT documenting the progress made towards achievement of the MWBE goals of this AGREEMENT.
G. Liquidated Damages - MWBE Participation

1. Where the DIVISION determines that the CONTRACTOR is not in compliance with the requirements of this AGREEMENT and the CONTRACTOR refuses to comply with such requirements, or if the CONTRACTOR is found to have willfully and intentionally failed to comply with the MWBE participation goals, the CONTRACTOR shall be obligated to pay to the DIVISION liquidated damages.

2. Such liquidated damages shall be calculated as an amount equaling the difference between:
   
a. All sums identified for payment to MWBEs had the CONTRACTOR achieved the contractual MWBE goals; and
   b. All sums actually paid to MWBEs for work performed or materials supplied under the AGREEMENT.

3. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DIVISION, the CONTRACTOR shall pay such liquidated damages to the DIVISION within sixty (60) days after they are assessed. Provided, however, that if the CONTRACTOR has filed a complaint with the Director of the Division of Minority and Women’s Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the CONTRACTOR following the complaint process.

XXV. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

A. General Provisions

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State’s economy. The DIVISION recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DIVISION contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, CONTRACTORS are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the AGREEMENT. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.
B. Contract Goals

SDVOB participation goals shall be established in each SOW based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the CONTRACTOR should reference the directory of New York State Certified SDVOBs found at: https://ogs.ny.gov/Veterans/default.asp. Questions regarding compliance with SDVOB participation goals should be directed to the Division's Contracts Office at contracts@budget.ny.gov.

Additionally, CONTRACTOR is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the AGREEMENT.

Where contract goals have been established in the SOW, the CONTRACTOR must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of any SOW under the AGREEMENT (see Required Good Faith Efforts clause below).

SDVOB Utilization Plan

A. For each SOW where SDVOB contract goals have been established and in accordance with 9 NYCRR § 252.2(i), CONTRACTOR will be required to submit a completed SDVOB Utilization Plan on Form SDVOB 100.

B. The Utilization Plan shall list the SDVOBs that the CONTRACTOR intends to use to perform the services in the SOW, a description of the work that the CONTRACTOR intends the SDVOB to perform to meet the goals in the SOW, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the CONTRACTOR acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs for each SOW during the term of the AGREEMENT must be reported on a revised SDVOB Utilization Plan and submitted to the DIVISION.

C. The DIVISION will review the submitted SDVOB Utilization Plan and advise the CONTRACTOR of DIVISION acceptance or issue a notice of deficiency within 20 days of receipt.

D. If a notice of deficiency is issued, CONTRACTOR agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the DIVISION a written remedy in response to the notice of deficiency. If the written
remedy that is submitted is not timely or is found by the DIVISION to be inadequate, the DIVISION shall notify the CONTRACTOR and direct the CONTRACTOR to submit, within five business days of notification by the DIVISION, a request for a partial or total waiver of SDVOB participation goals on Form SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

E. For each SOW under the AGREEMENT, CONTRACTOR certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the SOW pursuant to the prescribed SDVOB contract goals set forth in the SOW.

F. CONTRACTOR further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the AGREEMENT. Upon the occurrence of such a material breach, the DIVISION shall be entitled to any remedy provided herein, including but not limited to, a finding of CONTRACTOR non-responsibility.

Request for Waiver

A. Prior to submission of a request for a partial or total waiver, the CONTRACTOR shall contact the Division’s Contracts Office (contracts@budget.ny.gov) for guidance.

B. In accordance with 9 NYCRR § 252.2(m), a CONTRACTOR that is able to document good faith efforts to meet the goal requirements, as set forth in the Required Good Faith Efforts clause below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A CONTRACTOR may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the Division at that time, the provisions of Paragraphs (C), (D) & (E) of the SDVOB Utilization Plan clause will apply. If the documentation included with the CONTRACTOR’s waiver request is complete, the Division shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

C. CONTRACTOR shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the SOW. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the AGREEMENT to the DIVISION, but must be made no later than prior to the submission of a request for final payment on the AGREEMENT.

D. If the Division, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that CONTRACTOR is failing or refusing to comply with the contract goals established in the SOW, and no waiver has been issued in regards to such non-compliance, the Division may issue a notice of deficiency to the CONTRACTOR. The CONTRACTOR must respond to the notice
of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

E. Waiver requests should be sent to the DIVISION.

**Required Good Faith Efforts**

In accordance with 9 NYCRR § 252.2(n), CONTRACTOR must document their good faith efforts toward utilizing SDVOBs on any SOW under the AGREEMENT. Evidence of required good faith efforts shall include, but not be limited to, the following:

1. Copies of solicitations to SDVOBs and any responses thereto.

2. Explanation of the specific reasons each SDVOB that responded to CONTRACTOR’s solicitation was not selected.

3. Dates of any pre-bid, pre-award or other meetings attended by CONTRACTOR, if any, scheduled by the DIVISION with certified SDVOBs whom the DIVISION determined were capable of fulfilling the SDVOB goals set in the SOW under the AGREEMENT.

4. Information describing the specific steps undertaken to reasonably structure the SOW under the AGREEMENT for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.

5. Other information deemed relevant to the waiver request.

**Monthly SDVOB CONTRACTOR Compliance Report**

In accordance with 9 NYCRR § 252.2(q), CONTRACTOR is required to report Monthly SDVOB Contractor Compliance to the DIVISION during the term of the AGREEMENT for the preceding month's activity, documenting progress made towards achieving the SDVOB goals established under each SOW. This information must be submitted using form SDVOB 101 and should be completed by the CONTRACTOR and submitted to the DIVISION by the 10th day of the month during the term of the AGREEMENT for the preceding month's activity to the Division's Contracts Office at contracts@budget.ny.gov.

**Breach of Contract and Damages**

In accordance with 9 NYCRR § 252.2(s), any CONTRACTOR found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the SOW under the AGREEMENT, shall be found to have breached the AGREEMENT and CONTRACTOR shall pay damages as set forth therein.
XXVI. WAIVER, MODIFICATION, EXECUTION, OR SEVERABILITY

No waiver or modification of the AGREEMENT or any covenant, condition, or limitation herein contained shall be valid unless in writing and executed by the PARTIES hereto, and no evidence of any waiver or modification shall be offered or received in evidence in any action between the PARTIES hereto arising out of or affecting the AGREEMENT, or the rights or obligations of any PARTY hereunder, unless such waiver of modification is in writing, duly executed as aforesaid, and the PARTIES further agree that the provisions of the paragraph may not be waived except as herein set forth.

In the event that any provision of the AGREEMENT shall be declared void, voidable, illegal or invalid for any reason, such provision shall be of no force and effect only to the extent that it is so declared void, voidable, illegal or invalid. All of the provisions of the AGREEMENT not specifically found to be so deficient shall remain in full force and effect.

XXVII. CONDITIONS PRECEDENT

This AGREEMENT and any subsequent amendments to this AGREEMENT shall not be deemed executed, valid or binding unless and until approved in writing by the Offices of the Attorney General and State Comptroller.

XXVIII. USE BY OTHER STATE AGENCIES, PUBLIC AUTHORITIES OR ENTITIES

The DIVISION shall have the option to extend the terms and conditions related to the scope of services covered by this AGREEMENT to any other STATE agency, public authority or entities in New York.

XXIX. ADDITIONAL SERVICES

The DIVISION may, at any time, by written notice, request changes or additions to work or services within the general scope of this AGREEMENT (not to include professional services requiring licenses or specialized expertise such as engineering, architectural, and environmental consulting, abatement, treatment, and testing work) for unanticipated needs. If any such change or addition causes an increase or decrease in the cost of, or in the time required for, performance of this AGREEMENT, an equitable adjustment shall be agreed upon by the PARTIES and made in the price using the billing rates set forth in the AGREEMENT, and the CONTRACTOR shall be notified in writing accordingly. A change to the scope of the AGREEMENT would be subject to the approval of the Office of the State Comptroller and Office of the Attorney General.

XXX. ENTIRE AGREEMENT

This AGREEMENT and the Appendices identified in this section ("Appendices") constitute the entire AGREEMENT between the PARTIES hereto and no statement, promise, condition, understanding, inducement or representation, oral or written,
expressed or implied, which is not contained herein shall be binding or valid. This AGREEMENT shall not be changed, modified or altered in any manner except by an instrument in writing executed by the PARTIES hereto. The Appendices are hereby made a part of this AGREEMENT as if fully set forth at length herein. In the event of any discrepancy, disagreement or ambiguity among the following documents, they shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:
A. Appendix A – Standard Clauses for New York State Contracts dated January 2014;
B. This AGREEMENT as it appears prior to the signature page incorporated herein;
C. Appendix B – Request for Proposals dated May 7, 2019 including any amendments thereto; and
D. Appendix C – CONTRACTOR’s Proposal in response to the RFP and any clarifications thereto.

XXXI. EXECUTORY CLAUSE

This AGREEMENT shall be deemed executory only to the extent of moneys annually appropriated and available for this purpose, and no liability on account thereof shall be incurred by the DIVISION beyond the amount appropriated. It is understood that neither this assignment nor any representation by any public employee or officer creates any legal or moral obligation to request to appropriate, or make available, moneys for the purpose of the AGREEMENT.
IN WITNESS WHEREOF, each of the PARTIES hereto has caused this AGREEMENT to be executed by its duly authorized officers on the day and year stated below.

Agency Certification

In addition to the acceptance of this AGREEMENT, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Approved by:

NEW YORK STATE
DIVISION OF THE BUDGET

By: ________________________ By: ________________________
Name: ______________________ Name: ______________________
Title: ______________________ Title: ______________________
Date: ______________________ Date: ______________________

Attorney General: State Comptroller:
LETITIA JAMES THOMAS P. DINAPOLI
By: ________________________ By: ________________________
Date: ______________________ Date: ______________________

60
CORPORATE ACKNOWLEDGMENT FORM

The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and that all information provided is complete, true and accurate.

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF ____________________________

COUNTY OF ____________________________

On the ___ day of ______________________ in the year 20___, before me personally appeared ____________________________, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _____he resides at ___________________________________________.

Town of ____________________________, County of ____________________________, State of ____________________________ ; and further that:

[Check One]

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

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

☐ If a partnership): _____he is the ____________________________ 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. ____________________________ State of: ____________________________
POST AWARD FORMS:
CONTRACTOR DISCLOSURE FORMS
SALES TAX CERTIFICATION INSTRUCTIONS
COMPLIANCE WITH NYS WORKERS’ COMPENSATION LAW

CONTRACTOR DISCLOSURE FORMS

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning contract employees working under State agency service and consulting contracts. State agency consultant contracts are defined as "contracts entered into by a state agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services" ("covered consultant contract" or "covered consultant services"). The amendments also require that certain contract employee information be provided to the state agency awarding such contracts, the Office of the State Comptroller (OSC), Division of the Budget and the Department of Civil Service (CS).

To meet these new requirements, the selected Firm agrees to complete:

Form A — Contractor’s Planned Employment Form. The successful Contractor must complete this form upon notification of selection by the Division.

Form B — Contractor’s Annual Employment Report. Throughout the term of the Contract by May 15th of each year the Contractor agrees to report the following information to the Division. For each covered consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such contract was in effect during such prior State fiscal year Contractor reports the:

1. Total number of employees employed to provide the consultant services, by employment category.
2. Total number of hours worked by such employees.
3. Total compensation paid to all employees that performed consultant services under such Contract.*

*NOTE: The information to be reported is applicable only to those employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to employees of Subcontractors who perform any part of the service contract or any part of the covered consultant contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an employee in a clerical, support, organizational or other administrative capacity.

Contractor agrees to simultaneously report such information to the Department of Civil Service and the Office of the State Comptroller as designated below:

Department of Civil Service
Alfred E. Smith State Office Building
Albany, NY 12239

Office of the State Comptroller
Bureau of Contracts
110 State St., 11th Floor
Albany, New York
Attn: Consultant Reporting

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual employee names or social security numbers are set forth on a document, the State agency making such disclosure is obligated to redact both the name and social security number prior to disclosure.

SALES TAX CERTIFICATION INSTRUCTIONS

The Tax Law was amended to require contractors with State agencies to certify to the Department of Taxation and Finance (DTF) that they, their affiliates, their subcontractors and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. Tax Law Section 5-a applies to all contracts in excess of $100,000 for the purchase by a covered agency of commodities or services, awarded pursuant to Article XI of the State Finance Law.

The successful Contractor must complete Contractor Certification Form ST-220-CA upon notification of selection by the Division. This certification to the procuring agency, also made under penalty of perjury, states that the requisite (ST-220-TD) certification has been made to DTF and, to the best of the Contractor's knowledge, that the requisite (ST-220-TD) certification is correct and complete.

If Contractor has any questions regarding either forms, ST-220-CA or ST-220-TD, the New York State Comptroller's Guide to Financial Operations will provide background information and the forms (http://www.osc.state.ny.us/agencies/guide/MyWebHelp/#XI/18/D.htm?Highlight=st-220).

Contractors can refer to the Department of Taxation and Finance website, or the NYS Tax Law, Section 5-a, Contractor Affiliate, Subcontractor, and Subcontractor Affiliate Sales and Compensating Use Tax Registration for additional information and guidance.

COMPLIANCE WITH NYS WORKERS' COMPENSATION LAW

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that the Division of the Budget shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with the Division, successful Firms will be required to verify, on forms authorized by the New York State Workers' Compensation Board, that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms used to demonstrate compliance with the WCL are indicated below.

Please Note: The insurance provider of the successful contractor must submit this insurance verification information upon notification of selection by the Division. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518) 486-6307. Failure to comply with the requirements of this appendix will be grounds for disqualification of an otherwise successful bid.

Workers' Compensation Requirements under WCL § 57:
To comply with coverage provisions of the WCL, Contractor must:

A) Be legally exempt from obtaining workers' compensation insurance coverage; OR
B) Obtain such coverage from insurance carriers; OR
C) Be a Board-approved self-insured employee or participate in an authorized group self-insurance plan.

To verify compliance with the above, the DIVISION must receive one of the following properly executed Workers' Compensation Board forms from the Contractor, the Contractor's insurance carrier or the Workers' Compensation Board, depending on which form is appropriate:

1) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage. This form is completed electronically on the Board's website and printed out, http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp; OR
2) C-105.2 – Certificate of Workers' Compensation Insurance. The Contractor's insurance carrier sends this form to the DIVISION. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3; OR
3) SL-12 – Certificate of Workers' Compensation Self-Insurance. The Contractor contacts the Board's Self-Insurance Office at 518-402-0247 to obtain this form; OR

63
4) **GSI-105.2** – Certificate of Participation in Worker’s Compensation Group Self-Insurance. Contractor’s Group Self-Insurance Administrator sends this form to the DIVISION.

**Disability Benefits Requirements under WCL § 220(8):**
To comply with the coverage provisions of the WCL regarding disability benefits, Contractor may:

A) Be legally exempt from obtaining disability benefits insurance coverage; OR
B) Obtain such coverage from insurance carriers; OR
C) Be a Board-approved self-insured employer.

To verify compliance with the above, the DIVISION must receive one of the following properly executed Workers’ Compensation Board forms from the Contractor, the Contractor’s insurance carrier or the Workers’ Compensation Board, depending on which form is appropriate:

1) **CE-200**, Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage. This form is completed electronically on the Board’s website and printed out, [http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp](http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/wc_db_exemptions.jsp); OR

2) **DB-120.1** – Certificate of Disability Benefits Insurance. The business’s insurance carrier sends this form to the DIVISION; OR

3) **DB-155** – Certificate of Disability Benefits Self-Insurance. The Contractor contacts the Board’s Self-Insurance Office at 518-402-0247 to obtain this form.
APPENDIX C: PROPOSAL CHECKLIST

Strategy and Implementation Advisory Services

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Date</th>
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Technical Proposal (6 hardcopies and 1 electronic version)

1. Did the Firm provide 6 hardcopies and 1 electronic version of the Technical Proposal?  
   Yes ___  No ___

2. Does the proposal contain all components of the Technical Proposal, as stated below?  
   Yes ___  No ___
   A. Table of Contents  
   Yes ___  No ___
   B. Executive Summary  
   Yes ___  No ___
   C. Documentation of Minimum Qualifications  
   Yes ___  No ___
   D. Firm Experience and Qualifications  
      - Summary of technical expertise and capabilities and ability to apply expertise in all fifteen (15) Policy Areas  
      Yes ___  No ___
      - Provide two (2) cases studies in the following areas (no more than 10 pages per case study):  
        - Case study focused on a major health care or transportation project  
        Yes ___  No ___
        - Case study focused on a major project in one of the remaining 14 Policy Areas  
        Yes ___  No ___
   E. Staff Experience and Qualifications  
      - Identify core staff, provide a description of each member's functional area of responsibility and qualifications and experience of staff  
      Yes ___  No ___
      - Summary of access to talent  
      Yes ___  No ___
      - Staff resumes  
      Yes ___  No ___
   F. Reference Letters  
      - At least two (2) letters of reference for Firm's engagements, and one (1) letter of reference each for Engagement Partner and Project Manager  
      Yes ___  No ___

3. Excluding table of contents, staff resumes, and letters of reference, is the Technical Proposal 40 pages or fewer?  
   Yes ___  No ___

Cost Proposal (2 originals and 1 electronic version)

1. Did the Firm provide 2 originals and 1 electronic version of the Cost Proposal?  
   Yes ___  No ___

2. Did the Firm complete and sign Form 1: Cost Proposal Form?  
   Yes ___  No ___

Administrative Proposal (2 originals and 1 electronic version)
1. Did the Firm provide 2 originals and 1 electronic version of the Administrative Proposal? Yes ____  No ____

2. Did the Firm submit signed copies of:
   - Form 2: Firm Information and Attestation Yes ____  No ____
   - Form 3: Non-Collusive Bidding Certification Yes ____  No ____
   - Form 4: Firm Assurances of No Conflict of Interest or Detrimental Effect Yes ____  No ____
   - Form 5: MWBE and Equal Employment Opportunities Requirements, Forms 5.1 and 5.2 Yes ____  No ____
   - Form 6: Response to the Diversity Practices Questionnaire, with supporting documentation Yes ____  No ____
   - Form 7: Vendor Responsibility Questionnaire (hardcopy or submitted electronically in the State's VendRep system) for the Firm and any subcontractor anticipated to receive a subcontract in excess of $100,000 Yes ____  No ____
   - Form 8: Procurement Lobbying Form Yes ____  No ____
   - Form 9: Disclosure of Pending or Prior Lawsuits, Conflicts of Interest, or Investigations or Disciplinary Actions Yes ____  No ____
   - Form 10: Freedom of Information Law Redaction Request Yes ____  No ____
   - Form 11: Executive Order No. 177 Certification Yes ____  No ____
   - Form 12: Sexual Harassment Prevention Certification Yes ____  No ____
FORM 1: COST PROPOSAL

Please submit two (2) hardcopy sets of the Cost Proposal with original signature and one (1) electronic version, as part of your proposal, to the addressee noted in Section 2.5 (Submission of a Complete Three-Part Proposal).

The Cost Proposal is an integral component of a Firm's three-part submission. Firms should take particular care to ensure the Cost Proposal is completed fully and in complete accordance with the instructions. Firms are advised to submit questions about or requests for clarification of the Cost Proposal by May 14, 2019, the due date for submission of Firm Inquiries.

The Cost Proposal Form must be completed in its entirety according to the following instructions:

- The Cost Proposal must include an hourly rate (U.S. dollars) for each title described below and each Contract Year listed in Form 1. Do not leave blanks or enter a zero dollar amount for any rate.

- Firms are required to use the titles provided, even if these titles are not consistent with the Firm's existing titles.

- The Cost Proposal should include only one rate for each title in each contract year.

- Each person proposed to perform services in response to this RFP should be listed next to the corresponding title provided on the Form.

- Hourly fees must include reproduction, travel, postage and any other expenses related to these services.

- The Cost Proposal Form must be signed by an individual authorized to bind the bidding Firm contractually.

- Please note, if the information requested on Form 1 is not complete, the Division may not be able to calculate a cost score, and the proposal may be rejected as non-responsive.
Description of Titles

The following represents the general descriptions for the staffing categories to be utilized in the Firm’s proposal.

Qualifications of Engagement Partner:

The Engagement Partner will serve as the firm’s engagement manager. Individuals named to this title must have significant direct experience in providing strategy and implementation advisory services, including but not limited to those services specifically outlined in Section 1.2 of the RFP. This individual must also be available to meet with Division staff in Albany, NY.

Qualifications of Project Manager:

The Project Manager will be responsible for developing a project work plan and a schedule for deliverables, coordinating and delegating the assignments for consultant staff, and serving as the point of contact for the Division regarding new issues, project status, meetings, and deliverables. The Project Manager will also be responsible for updating the Engagement Partner on the status of a project and any issues that may arise. The Project Manager must have at least seven years of experience in strategy and implementation advisory work, two of which must be in public sector projects. This individual must also be available to meet with Division staff in Albany, NY.

Qualifications of Senior Analyst:

The Senior Analyst, working under the Project Manager, will be responsible for the analysis of strategy and implementation issues on which the Division seeks advice or guidance. These issues include, but are not limited to those outlined in Section 1.2 of the RFP. The Senior Analyst should have at least four years experience in strategy and implementation advisory work, one of which must be in public sector projects.

Qualifications of Analyst:

The Analyst, working under the Project Manager and with the Senior Analyst, will serve in a capacity similar to that of the Senior Analyst. The Analyst must have at least two years experience in strategy and implementation advisory work (public sector experience preferred).
FORM 1:
NYS Division of the Budget
Request for Proposals: Strategy and Implementation Advisory Services
Cost Proposal Form

Firm Name: ____________________________________________________________

Fee Schedule

<table>
<thead>
<tr>
<th>Staff Hourly Rate(s)</th>
<th>Contract Year 1 2019-20</th>
<th>Contract Year 2 2020-21</th>
<th>Contract Year 3 2021-22</th>
<th>Contract Year 4 2022-23</th>
<th>Contract Year 5 2023-2024</th>
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<td>Engagement Partner</td>
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<td>Project Manager</td>
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<td>Senior Analyst</td>
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<td>Analyst</td>
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</table>

Authorized Signatory for the Firm __________________________________________

Name (print or type) __________________________________________

Title __________________________________________

Date __________________________________________

69
FORM 2: FIRM INFORMATION AND ATTESTATION

PLEASE SUBMIT WITH ADMINISTRATIVE PROPOSAL

Please Note: A "No" response to questions three through seven (3-7) may be grounds for disqualification from this procurement.

| RFP Name: Strategic and Implementation Advisory Services |
| Proposal Date: June 11, 2019 @ 12:00 PM ET |

1 Information Regarding the Firm's Firm:
   - Name: ____________________________
   - Address: ____________________________
   - City, State, Zip Code: ____________________________
   - Telephone Number: ____________________________
   - Taxpayer ID: ____________________________
   - NYS Vendor ID: ____________________________

2 Primary Contact Concerning this Proposal:
   - Name: ____________________________
   - Title: ____________________________
   - Address: ____________________________
   - City, State, Zip Code: ____________________________
   - Telephone Number: ____________________________
   - Email address: ____________________________

3 Irrevocable Offer:
   - The rates quoted are an irrevocable offer that is good through the execution of a contract. Yes No

4 Willingness to Perform All Services:
   - The Firm is willing to, and capable of performing all of the deliverables and services described in this RFP. Yes No

5 Firm Guarantees:
   - The Firm certifies it can and will provide and make available, at a minimum, all services set forth in the RFP. Yes No

6 Firm Warranties:
   - 1. Firm warrants that it is willing and able to comply with New York laws with respect to foreign (non-New York) corporations.
   - 2. Firm warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
   - 3. Firm warrants that it will not delegate or subcontract its responsibilities under an agreement without the written permission of the Division.
   - 4. Firm warrants that all information provided by it in connection with this proposal is true and accurate. Yes No

7 RFP and Contractual Requirements:
   - 1. The Firm agrees to be bound by the Contractual Requirements found in Section 5 of the RFP.
   - 2. The Firm has read Section 6, Reservation of Rights, and agrees that the rights and prerogatives as detailed in that Section are retained by the Division Yes No
3. The Firm has read, understands, and accepts the provisions of Appendix A, Standard Clauses for NYS Contracts, and Appendix B, Sample Contract, without change or amendment.

<table>
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<tr>
<th>8</th>
<th>By my signature on this Firm Information and Attestation, I certify that I am authorized to bind the Firm contractually and that the above information is true and accurate.</th>
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<tbody>
<tr>
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<td>Typed or Printed Name of Authorized Representative of the Firm</td>
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<td>Title/Position of Authorized Representative of the Firm</td>
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<td>Signature</td>
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<td>Date</td>
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FORM 3: NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with New York State Finance Law, § 139-d, by submitting its bid, each Firm and each person signing on behalf of any other Firm certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or 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 Firm 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 Firm and will not knowingly be disclosed by the Firm prior to opening, directly or indirectly, to any other Firm or to any competitor; and

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

Name: _____________________________ Title: _____________________________

Signature: __________________________

Joint or combined bids by Companies or Firms must be certified on behalf of each participant.

<table>
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<tr>
<th>Legal name of Person, Firm or Corporation</th>
<th>Legal name of Person, Firm or Corporation</th>
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<tbody>
<tr>
<td>Name: _____________________________</td>
<td>Name: _____________________________</td>
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<tr>
<td>Title: _____________________________</td>
<td>Title: _____________________________</td>
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</table>
FORM 4: FIRM ASSURANCES OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT

The Firm offering to provide services pursuant to this RFP, as a contractor, joint venture contractor, or subcontractor, or consultant, attests that its performance of the services outlined in this RFP 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:

a. 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;

b. 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;

c. 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;

d. 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;

e. 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;

f. 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;

g. 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

h. 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 Request for Proposals should note that the Division recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The Division 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.

Firm Name: ____________________________________________________________

Name, Title: __________________________________________________________

Signature: ___________________________ Date: ______________________

This form must be signed by an authorized executive or legal representative.
FORM 5: MWBE AND EQUAL EMPLOYMENT OPPORTUNITIES REQUIREMENTS
CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY
NEW YORK STATE EXECUTIVE LAW, ARTICLE 15-A (PARTICIPATION BY
MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE
CONTRACTS)

By submitting a bid or proposal, a Firm will be required to submit the following documents and information as evidence of compliance with the requirements and procedures established in Section 9 of this RFP:

A. Firm agrees to submit with the bid a Workforce Composition Plan (Form 5.1) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the Division, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

B. Firms are required to submit a Minority- and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement, Form 5.2, to the Division with its bid or proposal. If Firm, or any of its subcontractors, does not have an EEO Policy, the Division may require the Contractor or subcontractor to adopt the attached model statement.

Please Note: Failure to comply with the requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions of enforcement proceedings as allowed by the Contract.

Attachments:

- Form 5.1 – Workforce Composition Form
- Form 5.2 – Minority and Women-owned Business Enterprise Equal Employment Opportunity Policy Statement - If Firm, or any of its subcontractors, does not have an existing EEO policy statement, the Division may require the Firm or subcontractor to adopt the attached model statement.
FORM 5.1: WORKFORCE COMPOSITION FORM

INSTRUCTIONS: All Firms submitting responses to this procurement must complete and submit this Workforce Composition Form as part of their proposal. Firms should include only the staff that will provide services under this procurement.

Firm Name: ___________________________ Federal Identification No.: ___________________________

Address: ______________________________ Procurement No.: ______________________________

City, State, Zip Code: ____________________

Description of Work:

Enter the total number of incumbents by race, sex, and ethnic group status in each of the EEO – Job Categories identified. See below for information regarding race/ethnicity identification and protected class group members.

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<tr>
<th>EEO – JOB CATEGORY</th>
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<th>MALE (M)</th>
<th>FEMALE (F)</th>
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<th>WHITE F</th>
<th>BLACK M</th>
<th>BLACK F</th>
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<th>HISPANIC F</th>
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PREPARED BY (Signature) ___________________________ Date ___________________________

PRINTED OR TYPED NAME AND TITLE OF PREPARER ___________________________ TELEPHONE NO. ___________________________ EMAIL ADDRESS ___________________________

CLASS DEFINITIONS

Hispanic – All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native – All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.


Black (Not of Hispanic origin) – All persons having origins in any of the Black racial groups of Africa.

Asian or Pacific Islander – All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.

Disabled Individual – Any person having a physical or mental impairment that substantially limits one or more major life activity, has a record of such an impairment; or is regarded as having such an impairment.
FORM 5.2: MINORITY AND WOMEN-OWENED BUSINESS ENTERPRISES – EQUA EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, ____________________________, the (awardee/contractor) __________________ agree to adopt the following policies with respect to the project being developed or services rendered at ________________________________

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation 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 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. The 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) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The 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 _______day of __________________, 20______

By: ____________________________________________________________

Print: _______________________________ Title: __________________________
is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

___N/A___ percent Minority and Women's Business Enterprise Participation

___N/A___ percent Minority Business Enterprise Participation

___N/A___ percent Women's Business Enterprise Participation

__________________________
(Authorized Representative)

Title: ______________________________

Date: ______________________________
FORM 6: MWBE DIVERSITY PRACTICES

Pursuant to New York State Executive Law §313-a, and 5 NYCRR §142.3, all agencies and authorities must evaluate the diversity practices of Firms to best value procurements expected to exceed $250,000, whenever practical, feasible and appropriate. Evaluating diversity practices of Firms as part of the procurement process provides contractors with an incentive to develop mutually beneficial relationships with New York State certified MWBEs outside of the context of state contracting. These relationships help to build the capacity of MWBEs, and enhance their ability to perform ever increasing roles in state contracting.

Diversity practices are intended to be applied on procurements in which agency personnel exercise their subjective judgment in selecting one or more successful contractors on the basis of best value, not on procurements that are awarded based on lowest price.

For this procurement, the Division has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of Firms to this solicitation is practical, feasible and appropriate.

Accordingly, Firms are required to submit responses, including documentation, to the Diversity Practices Questionnaire, Form 6.1, to the Division as part of its Administrative Proposal. The questionnaire consists of seven (7) questions for Firms to answer. Please note that some questions request supporting documentation to support certain answers. A scoring rubric for the Diversity Practices Questionnaire can be found in Form 6.2

Attachments:

- Form 6.1 – Diversity Practices Questionnaire
- Form 6.2 – Diversity Practices Scoring Matrix
FORM 6.1: DIVERSITY PRACTICES QUESTIONNAIRE

1. ______________, as ______________ (title) of ______________ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. 1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

   If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals. No points will be awarded if the response simply identifies an individual or individuals.

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company's clients or customers?

3. What percentage of your company's overhead (i.e., those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?¹

4. Does your company provide technical training² to minority- and women-owned business enterprises? Yes or No

   If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program?

   If Yes, identify the governmental mentoring program in which your company participates and provide government-generated evidence, such as an agreement or acceptance letter, demonstrating the extent of your company's commitment to the governmental mentoring program. Government-generated documentation supporting your company's participation in a mentoring program must be provided to receive points.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes or No

   If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

¹ Do not include onsite project overhead.
² Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.
7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Yes or No
   If Yes, provide documentation of program activities and a copy of policy or program materials.

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of
Owner/Official

Printed Name of
Signatory

Title

Name of Business

Address

City, State, Zip

STATE OF __________________________
COUNTY OF __________________________

) ss:

  On the _____ day of ____________, 20___, before me, the undersigned, a Notary Public in and for
the State of __________, personally appeared __________________________, personally known
to me or proved to me on the basis of satisfactory evidence to be the individual whose name is
subscribed to this certification and said person executed this instrument.

____________________________________

Notary Public
### FORM 6.2: DIVERSITY PRACTICES SCORING MATRIX

<table>
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<tr>
<th>Question #1</th>
<th>CDO or other person tasked with function</th>
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<th></th>
<th>Yes</th>
<th>No</th>
<th>Total</th>
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<td>Question #2</td>
<td>Percentage of prior yr. revenues that involved M/WBEs as subs or JVs/partners</td>
<td>20%+ 15-19% 10-14% 5-9% 1-4% 0%</td>
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<tr>
<td>Question #3</td>
<td>Percentage of overhead expenses paid to M/WBEs</td>
<td>20%+ 15-19% 10-14% 5-9% 1-4% 0%</td>
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<td>Question 4</td>
<td>M/WBE Training</td>
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<td>Question #5</td>
<td>M/WBE Mentoring</td>
<td>Robust Moderate Minimum None</td>
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<td>Question #6</td>
<td>Written M/WBE goals included in the Company's procurements</td>
<td>Robust Moderate Minimum No</td>
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<td>Question #7</td>
<td>Formal Supplier Diversity Program</td>
<td>Robust Moderate Minimum No</td>
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<td>Question #8</td>
<td>Utilization Plan</td>
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<td>5 pts 3 pts 1 pts 0 pts</td>
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| Total Diversity Score (Max 100 pts) | | | | | | |
| Weighted Score (Max 4 pts.) | | | | | | |
FORM 7: VENDOR RESPONSIBILITY QUESTIONNAIRE INSTRUCTIONS

A contracting agency is required to conduct a review of a prospective contractor (and each subcontractor whose anticipated fees for the project are estimated to be over $100,000) to provide reasonable assurances that the vendor is responsible. The Division of the Budget recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/index.htm.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website http://www.osc.state.ny.us/vendrep/ or may contact the Division of the Budget or the Office of the State Comptroller's Help Desk for a copy of the paper form.

This questionnaire is designed to provide information to assist a contracting agency in assessing a vendor’s responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each Firm or Firm’s authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

Contractors (and subcontractors) must answer every question in the questionnaire and where appropriate additional information may be required for the questionnaire to be complete and accurate. The completed questionnaire and responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing contractor’s business and operations as the questionnaire information must be attested to by an owner or officer of the vendor.

______________________________

Vendor Responsibility Questionnaire Requirement:

The Firm has (Please check the appropriate box):
  _____ Certified and filed the Vendor Responsibility Questionnaire on-line via the New York State VendRep System; OR

  _____ Included a properly executed paper copy of the Vendor Responsibility Questionnaire with the Administrative Proposal.
FORM 8: PROCUREMENT LOBBYING RESTRICTIONS

Pursuant to State Finance Law §§139-j and 139-k, certain restrictions are placed on contact with state agencies during the procurement process. The term "Contact" is defined by statute and refers to those oral, written or electronic communications that a reasonable person would infer are attempts to influence the governmental procurement. In addition to obtaining the required identifying information, the state agency must inquire and record whether the person or organization that made the contact was the Offerer or was retained, employed or designated on behalf of the Offerer to appear before or contact the Governmental Entity.

The "Restricted Period" is the period of time commencing with the earliest date of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offerers intending to result in a Procurement Contract with a State agency and, ending with the final contract award and approval by, where applicable, the Office of the State Comptroller.

New York State employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period; the Offerer is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found at: http://ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.asp.

Any Firm responding to the solicitation must complete the form found below and submit it to the State agency.

Questions regarding this form may be directed to the Designated Contacts for this solicitation:

- Contracts Officer: Jason DiGianni
- Contract Administrator: Michelle Heaslip
- Additional Contacts: Roxanne West
PROCUREMENT LOBBYING FORM

1. Offerer/Proposer certifies that it understands and agrees to comply with the procedures of the NYS Division of the Budget relative to permissible contacts as required by State Finance Law Section 139-j (3) and Section 139-j (6) (b).

2. CONTRACTOR DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS
   Pursuant to Procurement Lobbying Law (SFL §139-j)
   
   (a) 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?
       ☐ Yes  ☐ No
       
       If yes, please answer the following question:

   (b) Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?
       ☐ Yes  ☐ No
       
       If "Yes" was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?
       ☐ Yes  ☐ No
       
       If "Yes", please provide details regarding the finding of non-responsibility:
       
       Governmental Entity:  ________________________________
       Date of Finding of Non-Responsibility:______________________________
       Basis of Finding of Non-Responsibility (attach additional sheets as necessary)
       
       

3. Has any governmental entity terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?
   ☐ Yes  ☐ No
       
       If yes, provide details:
       Governmental Entity:  ________________________________
       Date of Termination or Withholding of Contract:______________________________
       Basis of Termination or Withholding: (add additional pages if necessary)
       
       

4. Offerer/Proposer certifies that all information provided to the Division of the Budget, with respect to State Finance Law Section 139-k is complete, true and accurate.

Name of Offerer's Firm/Company:  ________________________________

Offerer's Business Address:  ________________________________

Offerer's signature:  ________________________________ Date:  ________________________________
I understand that my signature represents that I am signing and responding to all certifications listed above.

Print Name:  ________________________________

Title of Person signing this form:  ________________________________
FORM 9: DISCLOSURE OF PENDING OR PRIOR LAWSUITS, CONFLICTS OF INTEREST, OR INVESTIGATIONS OR DISCIPLINARY ACTIONS

Disclosure of Pending or Prior Lawsuits, Conflicts of Interest, or Investigations or Disciplinary Actions must be documented and submitted with the Administrative Proposal. Please include the following information:

A. Firms must provide a list of any legal proceedings or investigations concerning the Firm over the last five (5) years, if any, including the nature and outcome of any lawsuit if litigation is complete. Firms must also specifically note any prior or pending lawsuit(s) or litigation between the Firm and any New York State department, agency, board, or commission, if any. The nature of the lawsuit and its outcome, if litigation is complete, should be described briefly below.

Does the Firm have any information pertaining to the above that must be disclosed? If Yes, the Firm must disclose the requisite information as part of the Firm's Administrative Proposal.

Yes _______ No _________

B. Disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Firm or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this RFP. If a conflict does or might exist, please describe how your Firm would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.

Does the Firm have any information pertaining to the above that must be disclosed? If Yes, the Firm must disclose the requisite information as part of the Firm's Administrative Proposal.

Yes _______ No _________

C. The Firm must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

Does the Firm have any information pertaining to the above that must be disclosed? If Yes, the Firm must disclose the requisite information as part of the Firm's Administrative Proposal.

Yes _______ No _________

Firm Name: ____________________________

Name, Title: ____________________________

Signature: ____________________________ Date: ____________________
FORM 10: FREEDOM OF INFORMATION LAW REDACTION REQUEST

The Firm should indicate below if there is specific information in a Firm's proposal that a Firm claims to be proprietary and/or trade secret information that meets the definition set forth in Section 87(2)(d), the Firm 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).

Is the Firm submitting a Freedom of Information Law Redaction request? If Yes, Firm should include the specific details of its request as part of the Firm’s Administrative Proposal.

Yes ______ No ________

Firm Name: ________________________________________________

Name, Title: ________________________________________________

Signature: ______________________ Date: ______________________
FORM 11: EXECUTIVE ORDER NO. 177 CERTIFICATION

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:

- 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 Firm 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.

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.

Firm Name: ________________________________

Name, Title: ________________________________

Signature: ________________________________  Date: ________________
FORM 12: SEXUAL HARASSMENT PREVENTION CERTIFICATION

State Finance Law §139-I requires firms on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training to all its employees.

By submission of this bid, each firm and each person signing on behalf of any firm certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the firm 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.

The Firm’s signature below certifies its compliance with State Finance Law §139-I.

Firm Name: __________________________________________________________

Name, Title: _________________________________________________________

Signature: _______________________________ Date: ______________________
New York State
Division of the Budget

Strategy and Implementation Advisory Services
Response to Firm Inquiries
Issued May 23, 2019

General

1. Is there an incumbent contractor for this work? If so, what was the approximate level of effort by this contractor over the last 12 months?

There is no incumbent for this scope of work.

Section 1.2 Services Required

2. How, if at all, will the scope of work under this RFP for strategy and implementation advisory services be related to the scope of work under the RFP issued for performance measurement services issued in November 2018?

The scope of work under the Strategy and Implementation Advisory Services RFP is not related to the scope of work in the Performance Measurement Consultant Services RFP.

3. Could you provide specific definitions for each of the policy areas of interest listed in Section 1.2 of the Request for Proposals? For example, how are you differentiating between public safety and criminal justice or between health care, human services, and mental hygiene?


Section 1.4 – Minimum Qualifications Requirements

4. Could a firm meet the minimum qualifications described in Section 1.4 of this RFP through previous work with entities comparable to New York State in spending or size not specifically listed in the RFP? For example, by having supported the local governments of major metropolitan cities, such as Los Angeles, on citywide implementation, or having advised and supported the implementation of multi-million dollar national-scale initiatives for major philanthropic foundations?

The Division will allow projects with Federal agencies and major metropolitan cities to fulfill the requirement of RFP Section 1.4. Please see the attached Amendment 1, which states the revised minimum qualifications requirements.
5. Could a firm meet the minimum qualifications for having previously worked with a Fortune 100 company, a comparable state to NYS, or a country or province comparable to NYS (Section 1.4 of the RFP) through the experience of an M/WBE partner?

For the purpose of this RFP, the bidder must have held a lead role in the project that fulfills the minimum qualifications requirements listed in the RFP.

6. In Section 1.4, The Division seeks evidence of completion of a major project involving the services described in Section 1.2 of this RFP for a state comparable in spending as New York State. Can a project in New York State be included?

Yes, work performed in New York State can be used to satisfy the minimum qualifications requirements stated in Section 1.4.

7. In Section 1.4, the RFP requests that the Firm shall have completed a major project involving the services described in Section 1.2 of the RFP for a state of comparable spending to New York. Can work with New York State of the scale described in Section 1.2 be used to satisfy this requirement or must the major project have been in one of the other states listed?

Yes, work performed in New York State can be used to satisfy the minimum qualifications requirements stated in Section 1.4.

Section 2.1.D – Firm Experience and Qualifications

8. Does the reference project or projects have to be a “statewide” project, or can a reference project be from a large segment of the state, e.g., a New York State countywide project or large municipality within New York State?

The Division will allow firms to use projects with major metropolitan cities for the case studies detailed in RFP Section 2.1.D. Please see the attached Amendment 1, which states the revised requirements for case studies.

9. Will the Division of the Budget accept qualifications and case studies for federal agencies with budgets that exceed the State’s projected FY20 budget of $150 billion?

Yes. Please see the attached Amendment 1, which states the revised requirements for case studies.

10. Do the two detailed case studies in Section 2.1 Technical Proposal D. Firm Experience and Qualifications have to be exclusive of New York? Please clarify whether New York State projects are omitted from notable projects “for
a Fortune 100 company, a state comparable to NYS..., and/or a country or providence..."

Firms can include New York State projects for the required case studies.

11. Can one of the two required case studies be for the project DOB requires firms to put forward to satisfy the Minimum Firm Requirements?

Yes, firms can use one of the two required case studies to satisfy the minimum qualifications requirements.

Section 2.1.F – Reference Letters

12. Firms are required to provide reference letters for “at least two (2) of the Firm’s engagements described above.” We assume the referenced engagements include the two case studies. Please clarify.

Yes, firms can provide reference letters from the clients noted in their case studies. Please see the attached Amendment 1, which states the revised requirements for reference letters.

13. Could the Division please instruct bidders on how to submit reference letters for previous work done for NYS agencies, as it is agency policy to not issue recommendation letters for project work?

The Division is not aware of any prohibitions in law or rule or regulation against a NYS agency providing a reference. Firms are not required to submit reference letters for work completed for NYS agencies, but may submit reference letters for engagements where they performed the services outlined in Section 1.2. Therefore, firms should provide letters of references as described in the RFP. Please see the attached Amendment 1, which states the revised requirements for reference letters.

Section 9 – Minority- and Women-Owned Businesses

14. We are a certified MWBE with the State of New York. In regards to this RFP and future SOWs issued under this RFP, what is the likely MWBE utilization percentage under those RFPs. Additionally, will there be a list of firms that are planning to respond to the RFP? We are keen to reach out to the larger firms and partner with them if possible.

The Division will establish MWBE goals at the onset of a project and document them in a Statement of Work. There is no list of firms that are planning to respond to the RFP. Alternatively, the Division has provided a list of firms who received notification, from the Division, of the RFP. Please note, this is not a complete list as firms may have received the RFP by other means.
Form 1 - Cost Proposal

15. Based on our experience on similar efforts, we find the need to bring in highly specialized subject experts to address the unique needs of some tasks. These individuals do not closely align with the current titles listed on Form 1, and we find this type person does not typically make up a high percentage of the hours on a task. We believe it could be in DOB's best interest to have a labor category that provides greater flexibility in accessing deep expertise. Therefore, would DOB consider adding a Subject Matter Expert labor category such as the below?

Subject Matter Expert: Has deep expertise in a specific policy, task, process, or functional area. Has a depth and breadth of national or international experience across many clients and understands or even defines leading practices. Has significant expertise leading clients through analysis and decision making. Makes recommendations on policy or projects regarding specific goals and objectives. Has a minimum of 15 years' experience in a specific area.

The Division is making no changes to the labor categories in Form 1 at this time. If Subject Matter Experts are needed for a particular project, those resources shall be included in the SOW at the Contract Titles that best align with the general descriptions for the staffing categories listed on Form 1.

Form 5.2 - Equal Employment Opportunity Policy Statement


The Division confirms that MWBE Contract Goal percentages are not required for Form 5.2: Equal Employment Opportunity Policy Statement. MWBE goals will be established at the onset of a project and documented in a Statement of Work.
Strategy and Implementation Advisory Services RFP
RFP Recipient List

Bain & Company, Inc.
Accenture LLP
Alvarez & Marsal Public Sector Services, LLC
KPMG
Maximus
PricewaterhouseCoopers/Guidehouse
The PFM Group
The Boston Consulting Group, Inc.
Deloitte Consulting LLP
Electronic Knowledge Interchange,
First Data Government Solutions, LP
Gartner Inc.
Grant Thornton LLP
International Business Machines Corporation,
McKinsey & Company, Inc. Washington D.C.,
Public Consulting Group, Inc.
Booz Allen Hamilton
Ernst & Young
Oliver Wyman
A.T. Kearney
CSC (Computer Science Corporation)
The Cambridge Group
Analysis Group
Parthenon-EY
ICF International, Inc.
Huron Consulting Group
Abt Associates Inc.
Author D. Little
Point B
Censeo Consulting Group
Milliman Inc.
ZS Associates
OC&C Strategy Consultants
Novantas
L.E.K Consulting
Strategic Decision Group
NERA Economic Consulting
NERA Economic Consulting
Charles River Associates
Stern Stewart & Co.
Bates White
Kaiser Associates
FTI Consulting Inc.
Northrop Grumman
Cisco Systems, Inc.
Oracle Consulting
Raytheon Professional Services
Navigant Consulting
BAE Systems Applied Intelligence
General Dynamics Information Technology
Hay Group
Bennett Midland
Intueor Consulting
Prime Vendor Inc.
Sanghi Consulting, Inc.
DRI Consulting
Reveal Analytics
Ashlin Global
Bay Area Economics
CB Richard Ellis
Newmark Grubb Knight Frank
Cornerstone Group of New York
Currie & Brown, Inc
Duff & Phelps
Greystone Corporate Realty Services
Hipercept
HR&A Advisors
JRT Realty Group Inc
Jones Lang LaSalle Americas
U3 Advisors
Precise Management Inc.
Schall & Russo Planning Works LLC
TRA
Savills Studley
DTZ/Cushman Wakefield
Integris Applied
Infosys Public Servicves, Inc.
NYSTEC
Deltamine
ImageWork
Long Island Financial Management Services
The North Highland Co.
Sequoia Consulting Group
Org-ology
GGI Brokerage
Capstone Strategy Group
Malik Co
International Deliverables LLC
Policy Innovation, Inc.
CGR
Malala Management Consulting LLC
Tech Valley Talent
Bonova Advisory Inc.
Parks Municipal Consulting
Onvia
1Digit, LLC
Carlisi Consulting Group, LLC
Green Silk Associates LLC
Hudson Chesapeake Ltd
Ingrid Bredenberg
Joslyn Levy & Associates LLC
Keleher & Associates, LLC
KP Clarity, LLC
MFR Consultants Inc
MRW Consulting Group International, L.L.C.
Performance Management Partners, Inc.
Pinnacle Human Resources, LLC
ProKnowledge, LLC
Research Works Inc.
Romanoff Consulting, LLC
RSFG Consulting Group LLC
Social Strategies Group, Inc.
Spy Pond Partners, LLC
Strategic Management Solutions
Sunset Green Home LLC
SVI Services, Inc.
The BKW Transformation Group
The Saile Group, LLC
Transformational Conversations
Tyra Lewis LLC
Via Associates
VonSwy Solutions
Centric Consulting
QMR Consulting
Optimus SBR
Public Sector Performance Associates
CohnReznick
Front Line Consulting
Briljent, LLC
New York State Division of the Budget
Request for Proposals (RFP)
Strategy and Implementation Advisory Services
AMENDMENT 1
ISSUED May 23, 2019

This Amendment is being issued to amend and clarify certain information contained in the Strategy and Implementation Advisory Services Request for Proposals (RFP) that was issued May 7, 2019. All information contained herein is binding on all Bidders who submit a proposal in response to this RFP.

The RFP is amended as follows:

1. Section 1.4 – Minimum Qualifications Requirements, second paragraph – Minimum Firm Requirements is deleted and replaced with the following:

   The Firm shall have completed a major project involving the services described in Section 1.2 of this RFP for a federal government agency or state comparable in spending as New York State or a major metropolitan city within such states. For this purpose, the Division considers states comparable to NYS to include California, Texas, Florida, Pennsylvania, Illinois, Ohio, Michigan, New Jersey, and Massachusetts. In addition, the Division considers the major metropolitan cities within such states to be:
   
   • New York City, NY;
   • Los Angeles, CA;
   • Chicago, IL;
   • Houston, TX; and
   • Philadelphia, PA.

2. Section 2.1.C – Technical Proposal, Documentation Demonstrating Satisfaction of Minimum Qualifications is deleted and replaced with the following:

   In this section, the Firm should describe the project they are putting forward to satisfy the Minimum Firm Qualifications defined in Section 1.4 of this RFP. To satisfy this requirement, Firms should briefly describe:

   1) The scope and specific deliverables of the project
   2) The entity(ies) for which the project was implemented
   3) The total cost of the project
   4) The outcome of the project
3. Section 2.1.D – Technical Proposal, Firm Experience and Qualifications is deleted and replaced with the following:

In this section of the Technical Proposal, Firms should demonstrate relevant experience to enable the State to fully understand their capabilities and breadth of experience. Firms should provide as much detail as possible on past performance and demonstrate familiarity and proficiency in successfully performing the work stated in this RFP.

1. Provide an overview of the Firm’s experience related to the Scope of Services that demonstrates the Firm’s capabilities and expertise. As part of this overview, Firms should also briefly demonstrate their ability to apply their expertise in strategy, operations, organization, and customer experience in each of the fifteen (15) Policy Areas identified in Section 1.2.

2. Provide two detailed case studies of notable projects handled by your Firm for a Fortune 100 company, a federal government agency, state or city as described in Section 1.4 of this RFP and/or a country or providers within that is equally comparable to NYS. The projects selected for the two case studies should be as follows:

   • One case study focused on either a major health care or transportation project.
   • One case study focused on a major project in one of the remaining 14 Policy Areas identified in Section 1.2, at the Firm’s choosing.

Each case study must be limited to 10 pages, provide sufficient detail to demonstrate the nature and extent of your Firm’s expertise, and include the following:

   • The problem that was presented to your Firm
   • The approach taken by your Firm to solve the problem
   • The strategic, operational, organizational, and customer experience impacts of the project
   • Measurable key performance indicators used to demonstrate the project’s success
   • Names of the key staff assigned to each project, including their role, level of responsibility, and relevant experience
   • A section describing lessons learned, including what went well, what did not go well and why, and what you would do differently.

4. Section 2.1.E – Technical Proposal, Staff Experience and Qualifications is deleted and replaced with the following:
In this section of the Technical Proposal, please identify the core staff that you anticipate will be assigned to this contract. Firms should provide in depth detail and examples to support the knowledge and experience of their staff. It is the expectation of the Division that the core team assigned to the State will have limited turnover.

1. **Core Staff**
   State the names of the staff members who would be assigned to the State's core team for this contract and include resumes for all core team members. Identify each team member using the titles described in Form 1 (Cost Proposal), even if these titles are not consistent with the Firm's existing titles. Describe each team member's functional area of responsibility as it relates to the scope of services and the fifteen (15) Policy Areas identified in Section 1.2. Firms should describe each team member's qualifications and experience in supporting Senior Executives of Fortune 100 companies, federal government agencies, states or cities as described in Section 1.4 of this RFP and/or countries or providences within that are equally comparable to NYS.

2. **Other Proposed Staff**
   As specific projects are assigned under the resulting contracts, Firm's will be required to access talent with the breadth of experience required to successfully support the State's needs. In this section, Firm's should demonstrate their ability to attract and assign well-qualified staff to the State's projects. In particular, Firm's should provide illustrative examples of the types of staff they can access throughout the contract term. Firm's should ensure these examples clearly indicate their ability to provide high-caliber staff with the requisite qualifications and policy area expertise to provide the services outlined in Section 1.2 of this RFP as projects arise.

5. **Section 2.1.F – Technical Proposal, Reference Letters** is deleted and replaced with the following:

Firms are asked to supply the Division with letters of reference for the following:

1. At least two (2) of the Firm's engagements performing the services outlined in Section 1.2;
2. One (1) letter of reference for the proposed Engagement Partner; and
3. One (1) letter of reference for the proposed Project Manager.

Reference letters should include the name, address and contact information of the client. The client should include a brief description of the type and scope of services of the engagement, as well as the term and quality of work performed during the engagement.
The Division may seek additional information from references regarding subjects that may include, but are not limited to, the quality of services provided, anticipated ability to perform the services required in this RFP, and the responsiveness of the Firm to the client during the project.

Considering the criteria, any missing letters of reference or the inability to contact a Firm or staff reference provided by a Firm will not be looked upon favorably and may result in a reduction of points.

Except as noted above all other terms and conditions of this RFP remain unchanged.
<table>
<thead>
<tr>
<th>Proposal Component</th>
<th>Points</th>
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</thead>
<tbody>
<tr>
<td>Technical Proposal</td>
<td>76.00</td>
</tr>
<tr>
<td>Written Technical Proposal</td>
<td>61.00</td>
</tr>
<tr>
<td><strong>Firm Experience and Qualifications</strong></td>
<td>40.00</td>
</tr>
<tr>
<td>This section of the Proposal should include a narrative description of the Firm's experience in providing the Scope of Services described in the RFP. The Firm should provide two detailed case studies of notable projects handled by the Firm. The projects cited should demonstrate the Firm's familiarity and proficiency in successfully providing strategy and implementation services for entities comparable to New York State. Panelists will evaluate the Firm's capability to provide the breadth of required services based on its experience and success with similar work/projects.</td>
<td></td>
</tr>
<tr>
<td><strong>Staff Experience and Qualifications</strong></td>
<td>21.00</td>
</tr>
<tr>
<td>This section of the Proposal should identify and describe the qualifications and experience of the core team members expected to be assigned under the resulting contract. The Firm should demonstrate their ability to attract and assign well-qualified staff to perform the services described in the RFP. Panelists will evaluate the applicability, depth and breadth of experience of Firm's staff as it reflects their capability to provide the services described in the RFP.</td>
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</tr>
<tr>
<td><strong>Presentation</strong></td>
<td>15.00</td>
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<tr>
<td>This is a separately scored portion of the evaluation where each finalist Firm will present a case study about New York State identifying opportunities and challenges on the horizon and providing some insight and specific recommendations on how the State might approach them. Panelists will evaluate the relevance, insight, and viability of the material included in the Presentation as it reflects the Firm's capability to provide the services described in the RFP.</td>
<td></td>
</tr>
<tr>
<td><strong>Cost Proposal – Evaluated separately by the Contracts Office</strong></td>
<td>20.00</td>
</tr>
<tr>
<td><strong>Diversity Practices – Evaluated separately by the Contracts Office</strong></td>
<td>4.00</td>
</tr>
<tr>
<td><strong>Maximum Composite Score</strong></td>
<td>100</td>
</tr>
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</table>
Instructions

The Contracts Office will review proposals for satisfaction of the minimum qualifications requirement, as well as responsiveness to the requirements of the RFP. Proposals that do not demonstrate satisfaction of minimum qualifications will not be considered. Proposals that are materially complete but do not provide all information specified in the RFP will be subject to clarifications and/or scoring reductions during the evaluation process, depending on the circumstances. This evaluation instrument is consistent with the criteria listed in the RFP. Detailed guidelines for scoring these criteria follow.

Written Technical Proposal (61.00 points)

The Written Technical Proposal should thoroughly address the purpose of the RFP and provide the information requested therein. Written Technical Proposals will be evaluated based on the following:

Firm Experience and Qualifications (40.00 points)

Within the Written Technical Proposal, the Firm should detail its capabilities and breadth of experience in providing the strategic planning, policy advice and high-level implementation services described in the RFP. The Proposal should demonstrate the Firm's familiarity and proficiency in successfully providing strategy and implementation advisory services. In particular, the Firm should present its qualifications with:

- A summary of the Firm's experience with successfully providing the Scope of Services described in the RFP. This narrative should demonstrate the Firm's ability to apply their expertise in strategy, operations, organization, and customer experience in each of the following fifteen (15) policy areas:

  Agriculture  
  Criminal Justice  
  Economic Development  
  Education  
  Energy  
  Environment  
  Health Care  
  Human Services  
  Information Technology  
  Local Government  
  Mental Hygiene  
  Not-for-Profit Sector  
  Public Finance  
  Public Safety  
  Transportation

- Two detailed case studies of notable projects handled by the Firm for a Fortune 100 company, a federal government agency, state or city as described in Section 1.4 of the RFP and/or country or providence within that is equally comparable to NYS.
  - One case study focused on either a major health care or transportation project.
  - One case study focused on a major project in one of the remaining fourteen (14) policy areas.
  - Firms should address the following in each case study:
• The problem that was presented to your Firm
• The approach taken by your Firm to solve the problem
• The strategic, operational, organizational, and customer experience impacts of the project
• Measurable key performance indicators used to demonstrate the project’s success
• Names of the key staff assigned to each project, including their role, level of responsibility, and relevant experience
• A section describing lessons learned, including what went well, what did not go well and why, and what you would do differently.

The Panel should evaluate to what extent the experience that the Firm describes in their Written Technical Proposal qualifies them for this engagement, given the complexity, size, and diversity of New York State. Firms that clearly demonstrate relevant, outcome-focused experience should receive higher scores. Specifically, evaluators should consider whether the Firm has:

➢ The depth and breadth of experience providing the types of Vision, Design and Delivery services described in the RFP;
➢ Demonstrated proficiency in successfully providing similar strategic planning, policy advice and high-level implementation services; and
➢ The qualifications, experience, and capacity to provide the services required for projects that will be large in scale, involve multiple agencies, and/or focus on critical initiatives.

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>30-40</td>
<td>Firm demonstrates an exceptional level of experience/capacity to complete the services required, and substantial experience conducting engagements similar to those described in the RFP.</td>
</tr>
<tr>
<td>20-29</td>
<td>Firm demonstrates a good level of experience/capacity to complete the services required and some experience conducting engagements similar to those described in the RFP.</td>
</tr>
<tr>
<td>10-19</td>
<td>Firm demonstrates an adequate level of experience/capacity to complete the services required, and limited experience conducting engagements similar to those described in the RFP.</td>
</tr>
<tr>
<td>0-9</td>
<td>Firm demonstrates a minimal level of experience/capacity to complete the services required, and little experience conducting engagements similar to those described in the RFP.</td>
</tr>
</tbody>
</table>

Staff Experience and Qualifications (21.00 points)

The Written Technical Proposal should demonstrate that the staff proposed have the knowledge and experience necessary to perform the types of strategic planning, policy...
advice and high-level implementation services described in the RFP. In particular, the Written Technical Proposal should include:

- Identification of the core staff members, including names and titles, to be assigned under the resultant contract;
- A description of each team member's area of responsibility as it relates to the scope of services and the fifteen (15) policy areas;
- A description of each team member's qualifications and experience in supporting Senior Executives of Fortune 100 companies, federal agencies, states or cities as described in Section 1.4 of the RFP and/or counties or providences within that are equally comparable to NYS;
- A discussion on the Firm's ability to attract well-qualified staff and illustrative examples of the types of staff they can access; and
- Resumes for core team members to be assigned under the resultant contract.

During the evaluation, Panel members should refer to the assignment of staff and each individual's qualifications as they relate to the title descriptions found in Form 1 of the RFP. Each proposed staff member's experience (as documented in the proposal) should meet the general qualifications for their designated title. Proposals that can clearly demonstrate significant relevant experience for proposed staff should receive higher scores. Panel members should consider the following in their assessment of the experience and qualifications of the proposed staff keeping in mind the size, complexity, and diversity of New York State:

- The applicability and relevance of the proposed staff's experiences and qualifications to provide services to support the large scale, multi-agency, critical initiatives envision for this RFP;
- The candidate's role in the engagement (degree of involvement, level of authority, etc.);
- Magnitude of relevant experience (number of years, number of engagements, experience in policy areas);
- Diversity/breadth of experience across all proposed staff members; and

In addition, the Panel should assess whether the Firm has the ability to access to a talent pool of staff with breath of experience needed to successfully complete the services envisioned in the RFP. Proposals that can clearly demonstrate the Firm's ability to provide high-caliber staff with the requisite qualifications and policy area expertise to provide the services outlined in Section 1.2 of the RFP as projects arise should receive higher scores.

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>16-21</td>
<td>Proposal demonstrates that staff have an exceptional level of skill and experience in providing similar services, and the team demonstrates a high capacity to successfully provide the requested services.</td>
</tr>
<tr>
<td>10-15</td>
<td>Proposal demonstrates that staff have a good level of skill and experience in providing similar services, and the team demonstrates a capacity to successfully provide the requested services.</td>
</tr>
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<td>-------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>5-9</td>
<td>Proposal demonstrates that staff have an adequate level of skill and experience in providing similar services, and the team demonstrates some capacity to successfully provide the requested services.</td>
</tr>
<tr>
<td>0-4</td>
<td>Proposal demonstrates that staff have minimal skill and experience in providing similar services, and the team demonstrates little capacity to successfully provide the requested services.</td>
</tr>
</tbody>
</table>

**Reference Letters**

The Division requested two (2) reference letters for the Firm and one each for the Firm's lead Engagement Partner and lead Project Manager. The reference letters should be considered as part of the evaluation when reviewing the experience and qualifications of both the Firm and its staff. Any missing letters of reference may result in a reduction of points.

**Written Technical Proposal Score (61.00 Points)**

The raw Written Technical Proposal score of each evaluator will be calculated by adding the raw points for each criterion together, and then taking an average of all of the evaluators' scores to arrive at a raw Written Technical Proposal score. Raw Written Technical Proposal scores will be normalized so that the highest scoring Firm will earn the full 61.00 points; and other Firms' raw scores will be adjusted proportionately.

**Cost Proposal Score (20 Points)**

**Cost Score**

The Contracts Office will calculate the cost scores based on a predetermined formula outlined in the RFP.

For the purpose of calculating a cost score, the hourly rates proposed by each Firm will be weighted as follows:

<table>
<thead>
<tr>
<th>Title</th>
<th>Weight</th>
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</thead>
<tbody>
<tr>
<td>Engagement Partner</td>
<td>30%</td>
</tr>
<tr>
<td>Project Manager</td>
<td>30%</td>
</tr>
<tr>
<td>Senior Analyst</td>
<td>25%</td>
</tr>
<tr>
<td>Analyst</td>
<td>15%</td>
</tr>
</tbody>
</table>

The hourly rates for each of the five potential contract years will be averaged by title. The average hourly rate for each title will then be multiplied by its respective weight to
arrive at its Weighted Average Hourly Rate. The Weighted Average Hourly Rate for each title will then be added together to arrive at a Firm's Aggregate Staff Rate.

The bidder with the lowest Firm's Aggregate Staff Rate will receive a score of 20 and other bids will be rated proportionally as follows:

\[
\text{Cost points awarded} = 20 \times \left( \frac{\text{Low Bid}}{\text{Bidder's Bid}} \right)
\]

**Diversity Practices Score (4.00 Points)**

DOB's MWBE Liaison will evaluate MWBE Diversity Practices based upon the Bidder's responses (including supporting documentation) to the questionnaire found in Form 6.1 in the RFP. The response to each question will be scored in accordance with the rubric included in the RFP as Form 6.2. A Bidder will receive a score for each question. Individual question scores will be added together for the Bidder's total raw Diversity Practices Score. The Bidder's Weighted Diversity Practices Score will be calculated as follows:

\[
\text{Diversity Practices points awarded} = \frac{\text{Bidder's total raw Diversity Practices Score}}{100} 
\times 4.00 \text{ Points}
\]

**Identifying Finalists**

The Contracts Office will determine the Finalists eligible to participate in presentations by calculating each Firm's initial composite score according to the following formula:

\[
\text{Written Technical Proposal Score} + \text{Cost Score} + \text{Diversity Practices Score} = \text{Initial Composite Score}
\]

The Finalists will be the Firms with the three highest Initial Composite Scores and any Firms within 15 points of the second ranked Firm.

**Presentations (15.00 Points)**

The Panel should see the presentation as an opportunity to substantiate and highlight the Firms' ability to perform the strategic planning, policy advice and high-level implementation services stated in this RFP and fulfill the needs of the State. During the presentation, each finalist Firm will present a case study about New York State that identifies opportunities and challenges on the horizon and provides some insight and specific recommendations on how the State might approach them. The Panel will be given the opportunity to ask questions to gain a better understanding of the Firm and staff qualifications.

The Panel should evaluate to what extent the presentation demonstrates the strength of the Firm's understanding the services required and its insight into the New York State environment. Panel members should consider the following in their assessment of the Presentation:
- Depth and thoroughness of the case study in identifying opportunities and challenges for New York State
- Demonstrated understanding of New York State's complexity, size, and diversity and insight of how this impacts its need for strategic planning, policy advice and high-level implementation services;
- Relevance and viability of specific recommendations presented; and
- Effectiveness of the Firm's analysis and communication of its findings and recommendations.

<table>
<thead>
<tr>
<th>Points</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-15</td>
<td>Presentation demonstrates that the Firm has an exceptional level of understanding of the services required and extensive insight into the New York State environment.</td>
</tr>
<tr>
<td>8-11</td>
<td>Proposal demonstrates that the Firm has a good level of understanding of the services required and reasonable insight into the New York State environment.</td>
</tr>
<tr>
<td>4-7</td>
<td>Proposal demonstrates that Firm has an adequate level of understanding of the services required and some insight into the New York State environment.</td>
</tr>
<tr>
<td>0-3</td>
<td>Proposal demonstrates that the Firm has a minimal level of understanding of the services required and little insight into the New York State environment.</td>
</tr>
</tbody>
</table>

The raw presentation score of each evaluator will be averaged to arrive at a Firm’s raw presentation score. Presentation Scores will be normalized, so the Firm receiving the highest score will earn the full 15.00 points, and other Firms’ raw scores will be calculated proportionately.

**Final Technical Score (76.00 Points)**

Final technical scores will be calculated according to the following formula:

\[
\text{Written Technical Proposal Score} + \text{Presentation Score} = \text{Final Technical Score}
\]

**Final Scoring and Selection**

If the Firm with the lowest cost score is not identified as a Finalist, cost scores will be recalculated for the Finalists only.

The Contracts team will determine the Final Ranking by calculating each Firm’s final composite score according to the following formula:

\[
\text{Final Technical Score} + \text{Cost Score} + \text{Diversity Practices Score} = \text{Final Composite Score}
\]
The Firm with the highest Final Composite Score will be selected as the primary consultant and the Firm with the second highest Final Composite Score will be selected as the secondary consultant.
New York State Division of the Budget
Request for Proposals: Strategy and Implementation Advisory Services

Written Technical Proposal Score Sheet

<table>
<thead>
<tr>
<th>Panelist</th>
<th>Firm</th>
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<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
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</table>

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Score</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Experience and Qualifications</td>
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<td></td>
<td></td>
<td>Up to 40 points</td>
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<tr>
<td>Staff Experience and Qualifications</td>
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<td></td>
<td></td>
<td>Up to 21 points</td>
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Signature: ____________________________  
Date: ____________________________  

Written Technical Proposal Score:  
(Up to 61.00 Points)
New York State Division of the Budget
Request for Proposals: Strategy and Implementation Advisory Services

Presentation Score Sheet

<table>
<thead>
<tr>
<th>Panelist Name:</th>
<th>Firm Name:</th>
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</table>

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Score</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Presentation</td>
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</tbody>
</table>

Up to 15 points

Signature: ____________________________

Date: ____________________________

Presentation Score: [ ]
(Up to 15.00 Points)

10
Good afternoon,

Please find attached a letter clarifying our proposal in response to the five requests from DOB below. We have also included two supplemental attachments: a screenshot from the VendRep system showing we have re-certified our vendor responsibility questionnaire, and a revised Form 9.

In addition to providing these attachments via email, we will send a hard copy to the address specified in the original RFP:

Jason DiGianni
New York State Division of the Budget
State Capitol, Room 129
Albany, NY 12224

Thank you,

Jake

Jake Luce
Project Leader
M +1 917 545 6529

BCG BOSTON CONSULTING GROUP

Hi Jake, this just came through. Can you follow up?
Best,

John

Sent from my iPhone

Begin forwarded message:
From: dob.sm.dobcontracts <dob.sm.dobcontracts@budget.ny.gov>
Date: June 20, 2019 at 9:59:02 AM EDT
To: "
Subject: Strategy and Implementation Advisory Services Request for Proposal

The Division of the Budget is requesting clarification to the proposal submitted by Boston Consulting Group (BCG) in response to the Division's Strategy and Implementation Advisory Services Request for Proposals. Please address the following items:

- In order to maintain a “level playing field” among bidders, the Division requires BCG to submit a statement confirming that its entire proposal is offered without the Division’s acceptance of BCG’s restrictions or reservations found in the Technical Proposal, and any other assumptions, exemptions or modified terms and conditions that may appear elsewhere in the entire proposal.
- Please submit a statement to confirming BCG’s agreement that the hourly rates proposed in its Cost Proposal will be used to determine individual compensation amounts as described in Section 2.2 of the RFP.
- BCG’s Cost Proposal and Form 10 requests certain sections of BCG’s proposal be exemption from FOIL. Submit a statement to acknowledge BCG’s understanding that the treatment of material BCG deems to be proprietary shall be governed by the New York Public Officers Law, Article 6, otherwise known as the New York Freedom of Information Law (FOIL).
- Form 7 was last certified in 2016. Please re-certify BCG’s Vendor Responsibility Questionnaire in the on-line system.
- Form 9, Response A did not include a list of legal proceedings or investigations. Please re-submit this form with a list of any legal proceedings or investigations concerning the firm over the last five years, specifically noting any prior or pending lawsuits as instructed in Appendix A-9, Disclosure of Pending or Prior Lawsuits.

The confirmation and clarification should be provided by an individual authorized to bind your firm contractually, in a letter sent electronically by close of business Monday, 6/24/19. Signed hard copies should also be sent.

Thank you.

The Boston Consulting Group, Inc.

This e-mail message may contain confidential and/or privileged information. If you are not an addressee or otherwise authorized to receive this message, you should not use, copy, disclose or take any action based on this e-mail or any information contained in the message. If you have received this material in error, please advise the sender immediately by reply e-mail and delete this message. We may share your contact details with other BCG entities and our third party service providers. Please see BCG privacy policy https://www.bcg.com/about/privacy-policy.aspx for further information.

Thank you.
June 24, 2019

Jason DiGianni  
New York State Division of the Budget  
State Capitol, Room 129  
Albany, NY 12224

Re: Request for Clarification E-mailed June 20, 2019  
BCG Proposal for “Strategy & Implementation Advisory Services”

Dear Mr. DiGianni,

Thank you for the opportunity to clarify BCG’s proposal. Please see the responses below, which correspond to the five clarifications requested by the Division.

1. BCG confirms its entire proposal is offered without the Division’s acceptance of BCG’s restrictions or reservations found in our Technical Proposal, and any other assumptions, exemptions or modified terms and conditions that may appear elsewhere in the entire proposal.

2. BCG agrees that the hourly rates in our Cost Proposal will be used to determine the amount paid under specific, mutually agreed-upon SOWs as described in Section 2.2 of the RFP.

3. BCG understands that the treatment of material BCG deems to be proprietary shall be governed by the New York Public Officers Law, Article 6, otherwise known as the New York Freedom of Information Law (FOIL), including without limitation, its provisions for records or portions thereof that are exempt from public disclosure.

4. BCG confirms that it has updated BCG’s Vendor Responsibility Questionnaire in the VendRep system. Attached is a screenshot from the system.

5. BCG has completed a revised Form 9, which is attached here.

Thank you,

[signature]

John Rose  
Managing Director and Partner
FORM 9: DISCLOSURE OF PENDING OR PRIOR LAWSUITS, CONFLICTS
OF INTEREST, OR INVESTIGATIONS OR DISCIPLINARY ACTIONS

Disclosure of Pending or Prior Lawsuits, Conflicts of Interest, or Investigations or Disciplinary Actions must be documented and submitted with the Administrative Proposal. Please include the following information:

A. Firms must provide a list of any legal proceedings or investigations concerning the Firm over the last five (5) years, if any, including the nature and outcome of any lawsuit if litigation is complete. Firms must also specifically note any prior or pending lawsuit(s) or litigation between the Firm and any New York State department, agency, board, or commission, if any. The nature of the lawsuit and its outcome, if litigation is complete, should be described briefly below.

Does the Firm have any information pertaining to the above that must be disclosed? If Yes, the Firm must disclose the requisite information as part of the Firm's Administrative Proposal.

Yes ______ No ______

B. Disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Firm or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this RFP. If a conflict does or might exist, please describe how your Firm would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.

Does the Firm have any information pertaining to the above that must be disclosed? If Yes, the Firm must disclose the requisite information as part of the Firm's Administrative Proposal.

Yes ______ No ______

C. The Firm must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

Does the Firm have any information pertaining to the above that must be disclosed? If Yes, the Firm must disclose the requisite information as part of the Firm's Administrative Proposal.

Yes ______ No ______

Firm Name: Boston Consulting Group

Name, Title: John Rose, Managing Director and Senior Partner

Signature: Date: June 24, 2019
New York State VendRep System
Vendor Responsibility For-Profit v2 Form

CERTIFICATION:
The undersigned recognizes that this questionnaire is submitted for the express purpose of assisting the State of New York's contracting entities in making a responsibility determination regarding an award of a contract or approval of a subcontract; acknowledges that the State, or its contracting entities, may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 175.33 or a misdemeanor under Penal Law Section 175.30 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

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

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

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

Legal Business Name: THE BOSTON CONSULTING GROUP INC
Certifier's Name: Daniel Acosta
Certifier's Title: Managing Director and Partner
Certification Date: Jun 24, 2019
A. Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Table of Contents</td>
<td>i</td>
</tr>
<tr>
<td>B. Executive Summary</td>
<td>1</td>
</tr>
<tr>
<td>B.1. Our understanding of your context and needs</td>
<td>1</td>
</tr>
<tr>
<td>B.2. Why BCG is the right partner</td>
<td>2</td>
</tr>
<tr>
<td>C. Minimum Qualifications</td>
<td>4</td>
</tr>
<tr>
<td>D. Firm Qualifications and Experience</td>
<td>6</td>
</tr>
<tr>
<td>D.1. Experience and Qualifications in Select Policy Areas</td>
<td>10</td>
</tr>
<tr>
<td>D.1.1. Agriculture</td>
<td>10</td>
</tr>
<tr>
<td>D.1.2. Criminal Justice</td>
<td>10</td>
</tr>
<tr>
<td>D.1.3. Economic Development</td>
<td>11</td>
</tr>
<tr>
<td>D.1.4. Education</td>
<td>12</td>
</tr>
<tr>
<td>D.1.5. Energy</td>
<td>12</td>
</tr>
<tr>
<td>D.1.6. Environment</td>
<td>13</td>
</tr>
<tr>
<td>D.1.7. Health Care</td>
<td>14</td>
</tr>
<tr>
<td>D.1.8. Human Services</td>
<td>15</td>
</tr>
<tr>
<td>D.1.9. Information Technology</td>
<td>16</td>
</tr>
<tr>
<td>D.1.10. Local Government</td>
<td>17</td>
</tr>
<tr>
<td>D.1.11. Mental Hygiene</td>
<td>17</td>
</tr>
<tr>
<td>D.1.12. Not-for-Profit Sector</td>
<td>18</td>
</tr>
<tr>
<td>D.1.13. Public Finance</td>
<td>19</td>
</tr>
<tr>
<td>D.1.14. Public Safety</td>
<td>20</td>
</tr>
<tr>
<td>D.1.15. Transportation</td>
<td>20</td>
</tr>
<tr>
<td>D.2. Detailed Case Studies</td>
<td>21</td>
</tr>
<tr>
<td>D.2.1.</td>
<td>21</td>
</tr>
<tr>
<td>D.2.2.</td>
<td>28</td>
</tr>
<tr>
<td>E. Staff Qualifications and Management</td>
<td>36</td>
</tr>
<tr>
<td>E.1. Engagement Model</td>
<td>36</td>
</tr>
<tr>
<td>E.2. Project Leadership</td>
<td>37</td>
</tr>
<tr>
<td>E.3. Expert Advisors</td>
<td>40</td>
</tr>
<tr>
<td>E.4. Other Consulting Staff</td>
<td>43</td>
</tr>
<tr>
<td>F. General Information</td>
<td>43</td>
</tr>
</tbody>
</table>

Please note: This proposal includes data proprietary to the Boston Consulting Group (BCG) that may not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to BCG as a result of – or in connection with – the submission of such data, the awarding agency will have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit right to use information contained in the data if it is obtained from another source without restriction. The data subject to this restriction are contained in all sheets of this submission. Further, regardless of any requirements to the contrary, BCG reserves the right to request modifications to standard contract terms prior to execution of any agreement pursuant to this proposal.
B. Executive Summary

B.1. Our understanding of your context and needs

In his first two terms, Governor Cuomo has turned New York in the right direction. From being ranked the most dysfunctional state government in the nation\(^1\), New York passed nine straight on-time budgets. After years of neglect in infrastructure, New York invested $100B in infrastructure, with another $150B planned for the next 5 years.

Not only has the governor made New York a more effective government, his administration has advanced a progressive agenda, with accomplishments that include tuition-free college for low- and middle-income families, passing of marriage equality, stricter gun control laws, raising the age for children to be tried as adults, and creating a $15/hour minimum wage. The Cuomo Administration has demonstrated that New York can have both a progressive government and an effective one.

Now, Governor Cuomo has launched an aggressive third-term agenda to build on this impressive foundation, with major initiatives across many of the policy areas outlined in this Request for Proposals (RFP), including:

- **Transportation:** Reform the MTA and roll out 1st congestion pricing program in the U.S.
- **Health Care:** Ensuring access (whether to affordable healthcare or contraceptive access) and innovating reimbursement models to improve health outcomes at lower cost.
- **Criminal Justice:** Legalizing recreational marijuana, eliminating cash bail, reforming solitary confinement, and continuing to drive down incarceration and recidivism rates.
- **Environment:** Lead the nation and achieve 100% carbon neutral electricity by 2040.

And, as if that agenda were not enough, the administration’s priorities must also adjust in real-time – whether responding to external events, to budget pressure caused by Washington D.C., or to new innovative ideas. Whatever the cause, New York constantly introducing nation-leading approaches to transform how government serves citizens. This places tremendous pressure on key executives throughout state government to analyze and implement action plans to turn new ideas into reality – all while continuing to lead and manage a massive organization.

The Division of the Budget (DOB) plays a critical role in this process. DOB acts as the nerve center of state government. It assesses various needs, determines (and funds) the appropriate response, and then monitors whether the resources provided are having the necessary effect. Through this RFP, DOB is looking to secure external support that can immediately engage global expertise to quickly triage potential initiatives, prioritize those which are most ripe for success, design specific new programs and initiatives, create actionable roadmaps, and put in place the governance and performance measurement required to ensure success.

| DOB has a critical and challenging role, and needs the right partner in support |
|-------------------------------------|-----------------------------------------------|
| DOB’s context | Characteristics of the right partner |
| Ambitious speed...and sharp turns ahead | ☰ Acts with urgency to plot the right course |
| NY State is massive and complex...even before counting external stakeholders | ☰ Breadth and scale that matches NY, with firsthand knowledge of public-sector constraints |
| Operating units that often change slowly...on a good day | ☰ Relentless focus on measurable results |

\(^1\) Governing Magazine
B.2. Why BCG is the right partner

1. We act with urgency

During the summer of 2017, when an A-train derailed and Governor Cuomo announced a state of emergency for the NYC subways, BCG was brought in to help. Within weeks, BCG helped organize the Governor’s Genius Challenge, canvassed international best practices, and went on to author the 30-day Subway Action Plan focused on the most critical changes to stabilize the system in advance of ongoing modernization efforts.

When President Obama faced an auto industry in free-fall, BCG was brought in to advise the Presidential Task Force on the Auto Industry on a strategy to reorganize GM and Chrysler. For its role in the auto industry recovery, BCG was recognized as the “Turnaround Consulting Firm of the Year.”

Many issues DOB is called on to tackle simply cannot wait – whether the urgency is driven by external circumstances or by leadership priorities. DOB will be able to know that when it turns to BCG for support we will call the right experts on the phone in hours, the right team on the ground the next day, and develop first assessment of the issue within as little as a week.

Our team knows what it means to serve. Our key personnel for this effort include individuals with prior senior leadership roles in government, and in crisis.

2. We combine breadth across industries with depth in the public sector

New York State is a massive and complicated organization, and DOB needs a partner that can match the scale of the challenges they face. BCG has 18,5000 staff structured around 17 dedicated practice areas that together correspond to the 15 policy areas identified by DOB in this RFP. Whatever the issue, BCG can quickly access the right expert to advise the DOB based without having to take weeks to get up to speed.

\[ M&A\] Atlas
In addition to working across this full breadth of policy areas, BCG works with leading governments across geographies, giving DOB access to best practices relevant for the public sector. We have completed 1,000+ public sector projects in the past 5 years alone. For example:

Although we operate globally, our largest office is in New York, with over 1,000 staff. We have a long track record supporting New York. We are committed to helping New York and the DOB succeed, and our deep roots here arm us with the context necessary to create and execute the right path for New York.

3. We achieve results, relentlessly

We have done this before. BCG has delivered major transformation efforts at many of the world’s leading organizations, public and private. The average impact of transformations delivered by BCG in the past five years has been [Redacted] in value – an average of 27x return on investment vs. our consulting fees.

With a budget of more than over $170B / year, New York State is equivalent in size to a Fortune 10 company. Leading change in large and complex organizations is especially difficult, given organizational silos and many ‘layers’ between top management and the decisions on the ground. BCG has done this before – a small selection of examples is illustrated here. We will bring battle-tested approaches and tools to bear to support DOB driving change.

In the public sector, defining success can be more complicated than in the private sector – but the importance of measuring performance is not. BCG helps public sector achieve results with a relentless focus on the goal, the strategies to achieve it, the expected quantifiable impacts, and the accountability to ensure the impacts are realized. We are thought leaders in this space, with numerous publications with the Project Management Institute on closing the gap between strategy design and delivery. We are also practitioners - BCG Senior Advisor [Redacted] recounts his experience turning around the Rochester-Geneesee Regional Transportation Authority in his book Driving Excellence. Our expertise pays off for our clients. For instance, we helped the [Redacted] re-orient its business model given structural deficits and the rise of e-commerce. As part of this transformation, [Redacted] achieved an $800M profit improvement in 12 months, and a reduction in staff from 850K to 500K FTEs without a single layoff.

4. Why we are unique

Many firms might make similar claims. What makes us unique is that, since starting in 1963, we have created and sustained a leadership position due to three mutually reinforcing facts:

- **#1 firm to work for.** The value a consulting firm brings is rooted in the quality of the people that it attracts, trains, retains, and promotes. We have been ranked the #1 Consulting Firm to work for the last 5 years by Consulting magazine, and for each of the last 10 years have been in Fortune magazine’s Top 10 firms to work for in any industry.
• **#1 at creating change.** We have consistently been rated the #1 firm for change management by independent surveys of the consulting industry. We deploy dedicated teams working on-the-ground and shoulder-to-shoulder with clients at all levels of the organization in order to develop actionable solutions and momentum for change. Clients that have experienced how we work trust us time and again with their most pressing challenges – that is why 86% of our business is repeat business.

• **#1 Track record of success.** Our top clients have exceeded the S&P 500 by 4 percentage points / yr in shareholder return. Clients trust us with their most pressing challenges, which is why our growth has outpaced other premier strategy consulting firms. We now represent over 18,500 staff across over 50 countries. Our success builds on itself because we draw on our accumulated expertise helping clients chart a new course.

These facts are not isolated – they have create a positive feedback cycle since we began operations in 1963. Because we attract the right people, we are able to create change in even the most complicated situations. And because of our track record of success, we are able to attract staff eager for the chance to tackle the next set of challenges we are asked to support – especially challenges as important and ambitious as those set by DOB and Governor Cuomo.

C. **Minimum Qualifications**

As illustrated throughout this RFP, BCG has extensive experience working on similar projects for public sector agencies of a scale comparable to New York. Below is a detailed example of our work with the [redacted] organization with a $686B annual budget and 2.8M employees. As with this RFP, our engagement with them is defined in two 5-year on-call contracts. Under this agreement, the [redacted] has repeatedly turned to BCG – with 31 discrete task orders – based on our track record of creating demonstrable value. The description below provides a brief illustration of how we have successfully tackled challenges similar to those outlined in this RFP: helping leadership translate a policy goal into a specific set of initiatives, bringing to bear a wide breadth of expertise to design specific solutions on issues ranging from IT to healthcare, and ensuring that the organization has the right tools in place to rigorously monitor achievement of measurable results.
D. Firm Qualifications and Experience

BCG has the breadth required to match the full range of capabilities required by DOB and New York State. Our firm is organized as a set of practice areas with experts both in specific industries (e.g., health care) with experts in specific functional topics that cut across industries. Many problems do not fit neatly into one area. We will draw from the full range of expertise to create a tailored team of the right experts to help DOB solve the specific problem at hand.
Below, we describe how our expertise matches both the four functional skills outlined in DOB’s RFP (strategy, organization, operations and customer experience), and the fifteen policy areas. Further, the client examples provided below demonstrate our expertise by showing how we have brought it to bear to create impact for our clients.

Four Functional Skills

Strategy. Strategy has been at our core since BCG was founded in 1963. Since then, we have consistently been recognized as “the most influential source of strategic advice worldwide” (Financial Times.) We have created foundational concepts in business strategy, such as the experience curve and time-based competition. Our strategy work extends to the public sector, where we have completed nearly 500 projects in the past five years. For instance, we helped create a strategy to address a financial crisis caused by declining oil prices & reserves. We identified specific economic development opportunities, found savings from agency consolidations, and created a business case for priority investments (e.g., airport revitalization).

Organization. BCG is ranked the #1 firm for organizational consulting depth and client impact by ALM Intelligence’s independent survey of consulting firms. We have completed over 2,000 organization projects in the past five years alone, and worked with over 200 of the Fortune 500 on organization topics as well as major public sector organizations such as [redacted] and the [redacted] Services. In addition to our project work, we are thought leaders in this space, for instance we author the largest annual survey on people strategy published together with the World Federation of People Management Associations.

Operations. Operations is BCG’s largest functional practice area, with over 6,500+ project completed in the last five years, spanning a variety of topics, for both public and private sector clients. For instance, in procurement we have delivered over 1,000 projects over the past five years across a full set of topics from cost savings to process optimization to performance measurement. We have worked with over 79 of the Fortune 100 on procurement topics, as well as public sector organizations at all levels from Federal (e.g., [redacted], [redacted], [redacted], and Local (e.g., [redacted]), [redacted]).

While our experience has shown us that procurement is a
highly relevant topic for public sector, our operations practice also covers topics including large capital program management (including turning around stalled or failing projects); lean service re-design (540 projects delivered in the last 5 years); and analytics in operations (covering topics like predictive asset maintenance).

Customer experience. With over 4,400 projects completed in the past five years, BCG is a global leader in helping firms to understand their end customers, and to use those insight to create strategies to better serve them. This is especially challenging given the rapid pace at which technology is causing a proliferation of digital channels and tools, and as customer expectations change in tandem. BCG is on the cutting edge of this change, with leading research commissioned by Google\(^3\) on how best-in-class organizations are reshaping their approach to their customers using data. This thought leadership extends to the public sector, with proprietary benchmarks such as the [ ]. Our thinking stems from and is honed in client settings – for instance, we supported a European government, already a leader in eGovernment, to roll out a [ ]. As part of this effort, we built a business case for the mandatory digitization of 63 services offered by local and municipal governments. As new digital services were rolled out, they generated a positive citizen response across all ages and demographics, and generated recurring savings of $370M / year.

15 Policy Areas

In addition to our abilities in these four cross-functional topics, we have depth in each of the 15 policy areas outlined. The table below briefly summaries our capabilities and selected project examples. More detailed breakouts on each of the specific areas are provided below.

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\(^3\) Think with Google: Delivering Meaningful Moments
D.1. Experience and Qualifications in Select Policy Areas
In the following section, we provide a detailed review of BCG's credentials and illustrative case experience in each policy area, expanding on the summary table above.

D.1.1. Agriculture

Example of our work

D.1.2. Criminal Justice

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D.1.3. Economic Development

Example of our work

D.1.4. Education

Example of our work

D.1.5. Energy

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Example of our work

D.1.6. Environment

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D.1.8. Human Services

Examples of our work

D.1.9. Information Technology

Example of our work
D.1.10. Local Government

Example of our work

D.1.11. Mental Hygiene
Example of our work

D.1.12. Not-for-Profit Sector
Example of our work

D.1.13. Public Finance

Example of our work
D.2. Detailed Case Studies

As detailed above, BCG has a strong track record working with the world's largest and most complex organizations in both the private and public sector. We have been entrusted to support major, multi-year transformations at many of the world's leading companies and governments and have consistently over-delivered on results.

For this proposal, we highlight two client engagements:

The MTA's dysfunction is no secret, and for decades it has been suffering due to a lack of investment, accountability, and creative thinking... The MTA desperately needs money, but it also needs a structure that is rooted in accountability and new ideas that will ensure the agency is finally operating as it should be and as New Yorkers demand."

~ Governor Cuomo
Through this function, we created a "customer lead" role – a nominated sponsorship function for all customer-facing services, across all modes of transport. This is a clear example of how we improved the customer experience.
Ongoing performance management and governance
What this means for NY

Oversight functions like budget and procurement can slow down action, but they are also key levers to drive change. We know how to assess current performance vs. best practices in order to measure and improve value-for-money.
E. Staff Qualifications and Management

We bring to the DOB a deep bench of qualified personnel who have extensive public sector experience across policy areas and functions. In this section, we outline our proposed team structure, roles, and qualifications of the project leadership and expert advisory panel. We also highlight our staffing model, which combines a standing leadership team across our entire engagement with the DOB, with dedicated project teams tailored to specific work requirements. These teams will be further supported by the full breadth of BCG's expert network, which will be on hand to provide knowledge and expertise on specific issues, including relevant international best practices.

E.1. Engagement Model

Our core staff has four major components, as depicted in the organizational chart below:

- **Leadership Team.** Standing group of senior BCG leaders for the duration of the contract to guide the full range of projects, ensuring that we bring the right expertise from across BCG based on the content of specific work assignments as well as provide continuity and coordination across work assignments. Our leadership team will be the DOB's first point of contact and will be ready to deploy our consulting capabilities to respond effectively and rapidly to the DOB's needs. Our leadership team will participate in Steering Committee meetings for each project with senior DOB leadership and leaders from other State agencies to ensure buy-in on overall project direction and gather input on findings and recommendations at key intermediate touchpoints.

- **Project Management:** We will have a dedicated Project Manager responsible for work assignments and overseeing on-the-ground activities for each initiative. Where multiple work assignments are proceeding in parallel, we typically employ a 'team of teams' structure with multiple team managers reporting to a single project lead to provide clients a clear point of accountability and coordination. The working relationship

13 Please note: The individuals listed in the Leadership Team and Expert advisors correspond to the Engagement Partner labor category in the DOB cost proposal; Individuals in project management roles correspond to the Project Manager labor category; Consulting staff correspond to the Sr. Analyst labor category or Analyst labor category based on their level of experience.
between the DOB client lead and the corresponding BCG project manager is a key ingredient for success.

- **Expert Advisory Team.** For each work assignment, we will work with DOB to select the best-positioned key personnel based on their functional and policy expertise and other qualifications. As specific questions arise over the course of a project, we will leverage, if necessary, additional experts from our global network.

- **Consulting Staff.** Dedicated BCG consultants, as well as personnel from teaming partners identified for the specific task order at hand, will execute against project plans, performing research, generating and testing recommendations, and tracking progress of change efforts.

### E.2. Project Leadership

Our leadership team for this engagement with the DOB consists of New York-based senior leaders:

Below are the resumes outlining the qualifications for the core project leadership team.
E.3. Expert Advisors

We have selected a group of BCG experts to serve as lead topic advisors for DOB's priority policy areas. These leaders represent the tip of the iceberg. Where needed we will reach back to our global network to pull in advisors with expertise in specific niches relevant to the topic at hand.

<table>
<thead>
<tr>
<th>Policy Area</th>
<th>Expert Advisors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture</td>
<td></td>
</tr>
<tr>
<td>Policy Area</td>
<td>Expert Advisors</td>
</tr>
<tr>
<td>--------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Criminal Justice</td>
<td></td>
</tr>
<tr>
<td>Economic Development</td>
<td></td>
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<td>Health Care</td>
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<td>Human Services</td>
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</tbody>
</table>
E.4. Other Consulting Staff

BCG’s global pool of over 18,500 staff enables us to staff multiple projects quickly. This can be achieved through BCG’s well-defined staffing process overseen by its dedicated staffing managers. The process generally consists of the following steps:

- **Submit staffing request.** Submit request to local staffing manager (including requirements for timing, levels, experience, and locations) – typically within a few hours
- **Identify staffing options.** Local staffing lead identifies relevant available staff based on staffing database and interactions with other staffing coordinators. Given the unique staffing requirements to support projects in public sector, BCG maintains two dedicated staffing managers to support our projects in this sector.
- **Review options.** Project Lead and/or Partner reviews staffing options and speaks to candidates and their managers from prior projects to select the best fit
- **Confirmation.** Project Lead confirms desired staff with local staffing manager

The DOB is a priority for the NYC region, and for our NYC office. We will ensure that DOB benefits from the full depth of our bench, and (as we do with all clients) will engage collaboratively with the DOB to make sure that at each point we have the right team for each work assignment.

The New York City Office is the largest in our firm, with more than 1,000 staff, carefully recruited from top-ranked undergraduate and MBA programs at leading universities. We also actively recruit for non-MBA advanced-degree candidates on more than 30 campuses, enabling us to reach 101 top-ranked graduate and professional programs year-round. We also make extensive efforts to hire from groups historically underrepresented in the consulting industry. Across all recruiting pools, our recruiting teams have focus on increasing BCG’s visibility among Asian, Black/African American, Hispanic/Latinx, women, military veteran, and LGBTQ+ candidates, as well as on improving our value proposition for attracting and retaining candidates with diverse backgrounds. BCG works hard, and successfully, to retain this carefully recruited diverse and accomplished talent, as confirmed by Forbes’s consistent evaluation of our firm as a Top 10 Best Place to Work.

As noted in our technical proposal, BCG has extensive experience on projects for clients of similar scale to New York State. DOB can rest assured that BCG’s talent management specialists and this engagement’s project leadership will identify and staff our top consultants on short notice for work assignments across any and all policy areas and functional topics.

F. General Information

Our relationship with the Division of Budget will be served from our New York Office:

10 Hudson Yards
New York, NY, 10001
T. +1-212-446-2800
F. +1-212-446-2801

Our primary point of contact for this proposal will be:

Jake Luce, Project Leader
Boston Consulting Group
10 Hudson Yards
New York, NY 10001

BCG maintains 90 offices throughout the United States and globally. BCG does not maintain a single headquarters. Our Chief Executive Officer is based in New York. A full list of BCG’s office locations may be found here: https://www.bcg.com/offices.
June 10, 2019

Dear Mr. DiGianni,

Enclosed is the Boston Consulting Group’s cost proposal for the Division of Budget’s RFP for Strategy and Implementation Advisory Services.

As described in our technical proposal, we are confident that we offer New York State the best value and we look forward to the potential opportunity to partner with the Division of Budget on this important initiative.

We typically enter into contract engagements based on fixed-price or team-based rates, which we believe creates best value for our clients. However, we understand the Division’s need for transparent rates that can be used for evaluation. If selected we look forward to engaging with the Division of Budget in discussion of specific scopes of work and appropriate pricing structures to ensure DOB has clear predictability about what it will receive for a given level of expenditure. Please note: the rates provided here are ‘all-in’ rates inclusive of all expenses.

As outlined in our Freedom of Information Law Redaction Request, the provision of pricing information is commercially and competitively sensitive, and therefore exempt from public release.

Thank you for your consideration of our proposal. We stand at the ready to answer any questions you and the Division may have.

Sincerely,

John Rose
Senior Partner and Managing Director
Northeast Public Sector Lead
**FORM 1:**
NYS Division of the Budget
Request for Proposals: Strategy and Implementation Advisory Services
Cost Proposal Form

**Firm Name:** Boston Consulting Group

**Fee Schedule**

<table>
<thead>
<tr>
<th>Name(s)</th>
<th>Title</th>
<th>Contract Year 1 2019-20</th>
<th>Contract Year 2 2020-21</th>
<th>Contract Year 3 2021-22</th>
<th>Contract Year 4 2022-23</th>
<th>Contract Year 5 2023-2024</th>
</tr>
</thead>
</table>

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**Authorized Signatory for the Firm**

Managing Director & Partner

_John Coyle_

Name (print or type)

June 10, 2019

Date
FORM 2: FIRM INFORMATION AND ATTESTATION

PLEASE SUBMIT WITH ADMINISTRATIVE PROPOSAL

Please Note: A “No” response to questions three through seven (3-7) may be grounds for disqualification from this procurement.

| RFP Name: Strategic and Implementation Advisory Services
| Proposal Date: June 11, 2019 @ 12:00 PM ET |

<table>
<thead>
<tr>
<th>1</th>
<th>Information Regarding the Firm’s Firm:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Boston Consulting Group</td>
<td></td>
</tr>
<tr>
<td>Address: 10 Hudson Yards</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code: New York, NY 10001</td>
<td></td>
</tr>
<tr>
<td>Telephone Number: [Redacted]</td>
<td></td>
</tr>
<tr>
<td>Taxpayer ID: 04-2432614</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2</th>
<th>Primary Contact Concerning this Proposal:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: John Coyle</td>
<td></td>
</tr>
<tr>
<td>Title: Managing Director &amp; Partner</td>
<td></td>
</tr>
<tr>
<td>Address: 10 Hudson Yards</td>
<td></td>
</tr>
<tr>
<td>City, State, Zip Code: New York, NY 10001</td>
<td></td>
</tr>
<tr>
<td>Telephone Number: [Redacted]</td>
<td></td>
</tr>
<tr>
<td>Email address: [Redacted]</td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>3</th>
<th>Irrevocable Offer:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The rates quoted are an irrevocable offer that is good through the execution of a contract.</td>
<td></td>
</tr>
<tr>
<td>☒ Yes ☐ No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4</th>
<th>Willingness to Perform All Services:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Firm is willing to, and capable of performing all of the deliverables and services described in this RFP.</td>
<td></td>
</tr>
<tr>
<td>☒ Yes ☐ No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5</th>
<th>Firm Guarantees:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Firm certifies it can and will provide and make available, at a minimum, all services set forth in the RFP.</td>
<td></td>
</tr>
<tr>
<td>☒ Yes ☐ No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6</th>
<th>Firm Warranties:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Firm warrants that it is willing and able to comply with New York laws with respect to foreign (non-New York) corporations.</td>
<td></td>
</tr>
<tr>
<td>☒ Yes ☐ No</td>
<td></td>
</tr>
<tr>
<td>The Firm warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.</td>
<td></td>
</tr>
<tr>
<td>☒ Yes ☐ No</td>
<td></td>
</tr>
<tr>
<td>The Firm warrants that it will not delegate or subcontract its responsibilities under an agreement without the written permission of the Division.</td>
<td></td>
</tr>
<tr>
<td>☒ Yes ☐ No</td>
<td></td>
</tr>
<tr>
<td>The Firm warrants that all information provided by it in connection with this proposal is true and accurate.</td>
<td></td>
</tr>
<tr>
<td>☒ Yes ☐ No</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>7</th>
<th>RFP and Contractual Requirements:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Firm agrees to be bound by the Contractual Requirements found in Section 5 of the RFP.</td>
<td></td>
</tr>
<tr>
<td>☒ Yes ☐ No</td>
<td></td>
</tr>
<tr>
<td>The Firm has read Section 6, Reservation of Rights, and agrees that the rights and prerogatives as</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>By my signature on this Firm Information and Attestation, I certify that I am authorized to bind the Firm contractually and that the above information is true and accurate.</td>
</tr>
<tr>
<td></td>
<td>John Coyle</td>
</tr>
<tr>
<td></td>
<td>Typed or Printed Name of Authorized Representative of the Firm</td>
</tr>
<tr>
<td></td>
<td>Managing Director &amp; Partner</td>
</tr>
<tr>
<td></td>
<td>Title/Position of Authorized Representative of the Firm</td>
</tr>
<tr>
<td></td>
<td>[Redacted]</td>
</tr>
<tr>
<td></td>
<td>Signature</td>
</tr>
<tr>
<td></td>
<td>6/10/19</td>
</tr>
<tr>
<td></td>
<td>Date</td>
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</tbody>
</table>
FORM 3: NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with New York State Finance Law, § 139-d, by submitting its bid, each Firm and each person signing on behalf of any other Firm certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or 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 Firm 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 Firm and will not knowingly be disclosed by the Firm prior to opening, directly or indirectly, to any other Firm or to any competitor; and
3) No attempt has been made or will be made by the Firm to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Name: John Coyle
Title: Partner & Managing Director
Signature: 

Joint or combined bids by Companies or Firms must be certified on behalf of each participant.

<table>
<thead>
<tr>
<th>Legal name of Person, Firm or Corporation</th>
<th>Legal name of Person, Firm or Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
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</tbody>
</table>
FORM 4: FIRM ASSURANCES OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT

The Firm offering to provide services pursuant to this RFP, as a contractor, joint venture contractor, or subcontractor, or consultant, attests that its performance of the services outlined in this RFP 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:

a. 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;

b. 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;

c. 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;

d. 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;

e. 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;

f. 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;

g. 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

h. 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 Request for Proposals should note that the Division recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The Division 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.

Firm Name: Boston Consulting Group

John Coyle, Managing Director & Partner

Name, Title: _________________________________

Signature: _________________________________ Date: 6/10/19

This form must be signed by an authorized executive or legal representative.
**FORM 5.1: WORKFORCE COMPOSITION FORM**

**INSTRUCTIONS:** All Firms submitting responses to this procurement must complete and submit this Workforce Composition Form as part of their proposal. Firms should include only the staff that will provide services under this procurement.

**Firm Name:** Boston Consulting Group  
**Federal Identification No.:** 042432614

**Address:** 10 Hudson Yards  
**Procurement No.:** N/A

**City, State, Zip Code:** New York, NY, 10001

**Description of Work:** Strategic and Implementation Advisory Services

Enter the total number of incumbents by race, sex, and ethnic group status in each of the EEO – Job Categories identified. See below for information regarding race/ethnicity identification and protected class group members.

<table>
<thead>
<tr>
<th>EEO – JOB CATEGORY</th>
<th>TOTAL</th>
<th>MALE (M)</th>
<th>FEMALE (F)</th>
<th>WHITE</th>
<th>BLACK</th>
<th>HISPANIC</th>
<th>ASIAN</th>
<th>NATIVE AMERICAN</th>
<th>DISABLED</th>
<th>VETERAN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>M (F)</td>
<td>M (F)</td>
<td>M (F)</td>
<td>M (F)</td>
<td>M (F)</td>
<td>M (F)</td>
<td>M (F)</td>
<td>M (F)</td>
<td>M (F)</td>
</tr>
<tr>
<td>Officials/Administrators</td>
<td>299</td>
<td>187</td>
<td>112</td>
<td>121</td>
<td>81</td>
<td>3</td>
<td>2</td>
<td>9</td>
<td>7</td>
<td>51</td>
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<tr>
<td>Professionals</td>
<td>508</td>
<td>289</td>
<td>219</td>
<td>176</td>
<td>123</td>
<td>10</td>
<td>11</td>
<td>23</td>
<td>16</td>
<td>73</td>
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<tr>
<td>Technicians</td>
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<td>8</td>
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<td>5</td>
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<td>1</td>
<td>0</td>
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<td>Sales Workers</td>
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<td></td>
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<td></td>
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<tr>
<td>Office/Clerical</td>
<td>94</td>
<td>24</td>
<td>70</td>
<td>15</td>
<td>43</td>
<td>4</td>
<td>10</td>
<td>4</td>
<td>10</td>
<td>7</td>
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<tr>
<td>Craft Workers</td>
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<tr>
<td>Laborers</td>
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<tr>
<td>Service Workers</td>
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</tbody>
</table>

Please note the incumbent data does not include employees who identify as Two or More Races.

PREPARED BY (Signature)  
**CLAIRE MOREAU**

**PRINTED OR TYPED NAME AND TITLE OF PREPARER**

**DATE:** 06/10/2019

**TELEPHONE NO.**

**EMAIL ADDRESS**

---

**CLASS DEFINITIONS**

Hispanic – All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native – All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.


Black (Not of Hispanic origin) – All persons having origins in any of the Black racial groups of Africa.

Asian or Pacific Islander – All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.

Disabled Individual – Any person having a physical or mental impairment that substantially limits one or more major life activity, has a record of such an impairment; or is regarded as having such an impairment.
FORM 5.2: MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

MWBE AND EEO POLICY STATEMENT

I, ______________ the (awardee/contractor) ______________ do ______________ agree to adopt the following policies with respect to the project being developed or services rendered at NY State Division of Budget ______________.

MWBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE 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 MWBE contractor associations.
2. Request a list of State-certified MWBEs from 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 MWBEs.
4. Where feasible, divide the work into smaller portions to enhanced participations by MWBEs and encourage the formation of joint venture and other partnerships among MWBE contractors to enhance their participation.
5. Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.
6. Ensure that progress payments to MWBEs 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 MWBE 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) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The 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 ______________ day of ______________, 2019

______________________________
By:

______________________________
Print: ______________Title: Managing Director and Partner
Jake Luce is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises- Equal
Employment Opportunity (MWBE-EEO) program.

MWBE Contract Goals

N/A percent Minority and Women’s Business Enterprise Participation
N/A percent Minority Business Enterprise Participation
N/A percent Women’s Business Enterprise Participation

Authorized Representative

Title: Partner & Managing Director

Date: June 10, 2019
FORM 6: MWBE DIVERSITY PRACTICES

Pursuant to New York State Executive Law §313-a, and 5 NYCRR §142.3, all agencies and authorities must evaluate the diversity practices of Firms to best value procurements expected to exceed $250,000, whenever practical, feasible and appropriate. Evaluating diversity practices of Firms as part of the procurement process provides contractors with an incentive to develop mutually beneficial relationships with New York State certified MWBEs outside of the context of state contracting. These relationships help to build the capacity of MWBEs, and enhance their ability to perform ever increasing roles in state contracting.

Diversity practices are intended to be applied on procurements in which agency personnel exercise their subjective judgment in selecting one or more successful contractors on the basis of best value, not on procurements that are awarded based on lowest price.

For this procurement, the Division has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of Firms to this solicitation is practical, feasible and appropriate.

Accordingly, Firms are required to submit responses, including documentation, to the Diversity Practices Questionnaire, Form 6.1, to the Division as part of its Administrative Proposal. The questionnaire consists of seven (7) questions for Firms to answer. Please note that some questions request supporting documentation to support certain answers. A scoring rubric for the Diversity Practices Questionnaire can be found in Form 6.2

Attachments:

- Form 6.1 – Diversity Practices Questionnaire
- Form 6.2 – Diversity Practices Scoring Matrix
FORM 6.1: DIVERSITY PRACTICES QUESTIONNAIRE

I, John Coyle, as Managing Director & Partner of Boston Consulting Group firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

Yes

If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals. No points will be awarded if the response simply identifies an individual or individuals.

Jami de Lou – Diversity and Inclusion Director

Jami de Lou oversees the development and execution of programs across a range of diversity efforts to strengthen the internal dialogue related to diversity and inclusion, ensure we are living BCG’s core values and acting in keeping with BCG’s position as a premier employer.

Diversity and Inclusion (D&I) Overview:

BCG is deeply committed to this value and to being a company where all individuals are welcomed and given the opportunity to flourish regardless of race, color, age, religion, gender, sexual orientation, gender identity or expression, national origin, ancestry, citizenship status, physical or mental disability, marital status, or genetics.

Fostering inclusion is at the core of our people practices. We understand that fostering inclusion across difference takes a concerted effort. As humans, learning to mitigate our bias is critical to advancing inclusion. BCG is committed to nurturing cultural adaptation and inclusion.

As we work to grow representation, we are incorporating application based -raining to help our people learn strategies to be more effective across difference. We also continue to grow and leverage our diversity networks to provide affiliation, professional development and foster community; helping our employees have the best BCG experience; and making our workplace more attractive to every individual. We want to retain our current staff and be prospective employees’ first choice.

To ensure all stakeholders’ continued awareness and to foster engagement in our diversity and inclusion initiatives, we have a Diversity and Inclusion Council, which helps define our annual D&I strategies and priorities, and oversees their execution. Our diversity network leads are represented on the Council, along with other strategic leaders from recruiting to key people processes.

To make certain that D&I are visible at the highest levels of our organization, the lead Partner of each diversity network and the head of the D&I Council report to the North America Leadership Team on a regular basis.

Our Diversity and Inclusion Director provides strategic expertise, partners with firm leaders to embed D&I principles within the organization, and leads the D&I Department (with a total of 7 dedicated full-time employees). The D&I Department comprises a team of dedicated professionals who partner across diversity networks, the D&I Council and various business functions to ensure inclusive concepts are embedded within function areas, including: recruiting, learning and development, and strategic partnerships with outside organizations.
Such consistent, multilevel, and deep focus and leadership involvement demonstrates BCG’s commitment to promote diversity and inclusion. It has been a significant factor in achieving our diversity goals. While we continue to strive for improvement, our multifaceted engagement is an important indicator of continued success.

Key areas of focus for our D&I programs, include:

- Engage across levels of the organization to develop inclusive leadership skills
- Enhance our focus on retention and development strategies to increase advancement of underrepresented groups
- Continue to increase the diversity of our hiring via many targeted recruiting initiatives
- Increase internal and external communication about our diversity and inclusion efforts
- Implement strategies to integrate D&I initiatives within our business services team structures

This focus on diversity pays off. For each of the last 8 years we have been ranked in the Top 5 of Fortune’s 100 Best Companies to Work For, and we believe our efforts in D&I are a key part of that success. For instance, in 2018 we received the Catalyst Award (which recognizes organizational initiatives that address the recruitment, development and advancement of women), and for the 10th year in a row received a perfect score on Human Rights Campaigns Corporate Equality Index.

Finally, in addition to improving the diversity and inclusion within our own firm, we guide clients as they strive to do the same. We are thought leaders on this topic, with recent publications including “Closing the Diversity Gap in Silicon Valley”, “Bridging the Entrepreneurship Gap” and “Why Women Start-ups Are a Better Bet”. You can find these and other publications at [www.bcgonline](http://www.bcgonline)

2. What percentage of your company’s gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company’s clients or customers?

   Less than one percent. Although New York is home to one of our largest offices, we are a global firm whose primary business model is delivering services through use of our full-time staff.

3. What percentage of your company’s overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company’s clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?¹

   BCG does not track this particular statistic, although we do identify and track diverse suppliers overall

4. Does your company provide technical training² to minority- and women-owned business enterprises? Yes or No

   Yes

   If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

   A key element in how BCG supports the communities in which we live and work is through BCG partners that support nonprofit organizations, many of which have a focus on supporting diverse professionals and entrepreneurs. For instance, BCG partners serve as board members of organizations such as Women in Technology, the National Action Council for Minorities in Engineering, the Association for Women in Science, the Women’s Business Development Council of Connecticut, Harvard Kennedy School’s Women Leadership Board, and Harvard Business School’s Women’s Association of NY.

¹ Do not include onsite project overhead.

² Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.
5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program?

If Yes, identify the governmental mentoring program in which your company participates and provide government-generated evidence, such as an agreement or acceptance letter, demonstrating the extent of your company's commitment to the governmental mentoring program. Government-generated documentation supporting your company's participation in a mentoring program must be provided to receive points.

Currently, BCG is participating in a Mentor Protégé program through the Small Business Administration. For instance, we mentor Rios Partners, a Service-Disabled Veteran-Owned Small Business performing under North American Industry Classification System (NAICS) code 541611, Administrative Management and General Management Consulting Services. Our past work with Rios is highlighted in our technical proposal.

Our role as a mentor is to assist and enhance the development of our Protégé by providing access to: BCG Knowledge Transfer, BCG training modules and presentations, third-party services, administrative and support items, proposal development and new business opportunities with our clients. This partnership will improve our Protégé's ability to successfully compete for future contracts.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes or No

We do not include specific quantitative goals on non-government procurements, because the most of our projects globally are performed using primarily our own full-time employees, although as described above in our local public sector practice we focus on identifying partnership opportunities with Minority- and Women-Owned businesses.

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Yes or No

Yes

If Yes, provide documentation of program activities and a copy of policy or program materials.

At BCG, we value diversity in every aspect of our business. We believe that diversity of expertise, experience, and backgrounds are fundamental to our success. We are committed to building a diverse supplier base by developing mutually beneficial and long-term partnerships with qualified minority-owned, woman-owned, veteran-owned, disabled-owned, LGBTQ+-owned firms, as well as small businesses registered with the SBA.

BCG recognizes the important contributions small businesses make in bringing forward innovation while creating job growth and sustaining our country's economy. BCG believes that small businesses, including small disadvantaged, women-owned, historically underutilized business zone (HUBZone), and service disabled veteran-owned firms bring forward agility and expertise to assist BCG in supporting our customers and their missions.

BCG has teamed with numerous small business partners on current and prior contract vehicles.

Our collective experience and innovative ideas are vital to jointly building business while solving our customers' requirements. Teaming with small businesses is fundamental to BCG's business objectives:

- Maintain our competitive position as an industry leader
- Grow our customer affinity
• Contribute to the communities in which we live

This focus reinforces BCG's commitment to our customers, employees, and communities, while helping small enterprises grow their business.

In addition to the Mentor Protégé program discussed above, we are working with various types of small businesses on our contracts with the Department of Defense, Department of Veterans Affairs, US Department of Transportation, and Amtrak. Outreach efforts to build new relationships include:

• Contacting minority and small business trade associations
• Contacting business development organizations
• Requesting sources from the Small Business Administration's Dynamic Small Business Search
• Attending small, minority, and women-owned small business procurement conferences and trade fairs; and finding sources from the Small Business Administration's Procurement Network (ProNet)

As part of our continuous efforts to build diverse supplier relationships, some of our BCG employees are active members of Board of Directors of Minority and Women-owned businesses. BCG is dedicated to expanding our relationship with small businesses; the backbone of our nation's economy.

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

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<td>John Coyle</td>
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STATE OF NEW YORK
COUNTY OF NEW YORK ) ss:

On the 10 day of JUNE, 2019, before me, the undersigned, a Notary Public in and for the State of NEW YORK, personally appeared JOHN COYLE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to this certification and said person executed this instrument.

[Signature]

ANSON S. WONG
Notary Public, State of New York
No. 0110659588
Qualified in Queens County
Commission Expires April 14, 2023
FORM 7: VENDOR RESPONSIBILITY QUESTIONNAIRE INSTRUCTIONS

A contracting agency is required to conduct a review of a prospective contractor (and each subcontractor whose anticipated fees for the project are estimated to be over $100,000) to provide reasonable assurances that the vendor is responsible. The Division of the Budget recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/index.htm.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website http://www.osc.state.ny.us/vendrep/ or may contact the Division of the Budget or the Office of the State Comptroller's Help Desk for a copy of the paper form.

This questionnaire is designed to provide information to assist a contracting agency in assessing a vendor's responsibility prior to entering into a contract with the vendor. Vendor responsibility is determined by a review of each Firm or Firm's authorization to do business in New York, business integrity, financial and organizational capacity, and performance history.

Contractors (and subcontractors) must answer every question in the questionnaire and where appropriate additional information may be required for the questionnaire to be complete and accurate. The completed questionnaire and responses will become part of the procurement record.

It is imperative that the person completing the vendor responsibility questionnaire be knowledgeable about the proposing contractor's business and operations as the questionnaire information must be attested to by an owner or officer of the vendor.

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Vendor Responsibility Questionnaire Requirement:
The Firm has (Please check the appropriate box):
  _x_ Certified and filed the Vendor Responsibility Questionnaire on-line via the New York State VendRep System; OR
  _____ Included a properly executed paper copy of the Vendor Responsibility Questionnaire with the Administrative Proposal.
FORM 8: PROCUREMENT LOBBYING RESTRICTIONS

Pursuant to State Finance Law §§139-j and 139-k, certain restrictions are placed on contact with state agencies during the procurement process. The term "Contact" is defined by statute and refers to those oral, written or electronic communications that a reasonable person would infer are attempts to influence the governmental procurement. In addition to obtaining the required identifying information, the state agency must inquire and record whether the person or organization that made the contact was the Offerer or was retained, employed or designated on behalf of the Offerer to appear before or contact the Governmental Entity.

The "Restricted Period" is the period of time commencing with the earliest date of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offerers intending to result in a Procurement Contract with a State agency and, ending with the final contract award and approval by, where applicable, the Office of the State Comptroller.

New York State employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period; the Offerer is debarred from obtaining governmental procurement contracts. Further information about these requirements can be found at: http://ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.asp.

Any Firm responding to the solicitation must complete the form found below and submit it to the State agency.

Questions regarding this form may be directed to the Designated Contacts for this solicitation:

Contracts Officer: Jason DiGianni
Contract Administrator: Michelle Heaslip
Additional Contacts: Roxanne West
PROCUREMENT LOBBYING FORM

1. Offerer/Proposer certifies that it understands and agrees to comply with the procedures of the NYS Division of the Budget relative to permissible contacts as required by State Finance Law Section 139-j (3) and Section 139-j (6) (b).

2. CONTRACTOR DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS
   Pursuant to Procurement Lobbying Law (SFL §139-j)
   
   (a) 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?  
      ☐ Yes  ☒ No  
   
      If yes, please answer the following question:
   
   (b) What was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?  
      ☐ Yes  ☐ No  
   
      If "Yes" was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?  
      ☐ Yes  ☐ No  
   
      If "Yes", please provide details regarding the finding of non-responsibility:
   
      Governmental Entity: ____________________________
      Date of Finding of Non-Responsibility: _________________
      Basis of Finding of Non-Responsibility (attach additional sheets as necessary)  

3. Has any governmental entity terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?  
   ☐ Yes  ☒ No  
   
   If yes, provide details:
   
      Governmental Entity: ____________________________
      Date of Termination or Withholding of Contract: _________________
      Basis of Termination or Withholding: (add additional pages if necessary)  

4. Offerer/Proposer certifies that all information provided to the Division of the Budget, with respect to State Finance Law Section 139-k is complete, true and accurate.

Name of Offerer's Firm/Company: Boston Consulting Group
10 Hudson Yards, New York, NY 10001

Offerer's Business Address: ____________________________

Offerer's signature: ____________________________  Date: 6/10/2019  
I understand that my signature represents that I am signing and responding to all certifications listed above.

Print Name:  John Coyle  
Title of Person signing this form:  Managing Director & Partner
FORM 9: DISCLOSURE OF PENDING OR PRIOR LAWSUITS, CONFLICTS OF INTEREST, OR INVESTIGATIONS OR DISCIPLINARY ACTIONS

Disclosure of Pending or Prior Lawsuits, Conflicts of Interest, or Investigations or Disciplinary Actions must be documented and submitted with the Administrative Proposal. Please include the following information:

A. Firms must provide a list of any legal proceedings or investigations concerning the Firm over the last five (5) years, if any, including the nature and outcome of any lawsuit if litigation is complete. Firms must also specifically note any prior or pending lawsuit(s) or litigation between the Firm and any New York State department, agency, board, or commission, if any. The nature of the lawsuit and its outcome, if litigation is complete, should be described briefly below.

_Do the Firm have any information pertaining to the above that must be disclosed? If Yes, the Firm must disclose the requisite information as part of the Firm's Administrative Proposal._

Yes __x____  No ____________

B. Disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Firm or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this RFP. If a conflict does or might exist, please describe how your Firm would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.

_Do the Firm have any information pertaining to the above that must be disclosed? If Yes, the Firm must disclose the requisite information as part of the Firm's Administrative Proposal._

Yes __________  No __x_____

C. The Firm must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

_Do the Firm have any information pertaining to the above that must be disclosed? If Yes, the Firm must disclose the requisite information as part of the Firm's Administrative Proposal._

Yes __________  No __x____

Firm Name: Boston Consulting Group

John Coyle, Managing Director & Partner

Name, Title: ________________

Signature: ________________  Date: 6/10/2019
June 10, 2019

Jason DiGianni
Contracts Officer
New York State Division of the Budget
State Capitol, Room 129
Albany, NY 12224

Supplemental Information to Form 9: DISCLOSURE OF PENDING OR PRIOR LAWSUITS, CONFLICTS OF INTEREST, OR INVESTIGATIONS OR DISCIPLINARY ACTIONS

Dear Mr. DiGianni,

The purpose of this letter is to address our “Yes” response to question one in Form 9: DISCLOSURE OF PENDING OR PRIOR LAWSUITS, CONFLICTS OF INTEREST, OR INVESTIGATIONS OR DISCIPLINARY ACTIONS. BCG is not engaged in litigation, or aware of any pending litigation which we believe could adversely impact (i) our ability to perform under any contract with the State of New York or (ii) otherwise satisfy our obligations as they become due.

Sincerely,

[Name Redacted]
Senior Partner and Managing Director
FORM 10: FREEDOM OF INFORMATION LAW REDACTION REQUEST

The Firm should indicate below if there is specific information in a Firm’s proposal that a Firm claims to be proprietary and/or trade secret information that meets the definition set forth in Section 87(2)(d), the Firm 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).

Is the Firm submitting a Freedom of Information Law Redaction request? If Yes, Firm should include the specific details of its request as part of the Firm’s Administrative Proposal.

Yes ___x____ No __________

Firm Name: ________________________________

Boston Consulting Group

Name, Title: ________________________________

John Doe, Senior Partner

Signature: ________________________________

Date: 6/10/2019
FORM 11: EXECUTIVE ORDER NO. 177 CERTIFICATION

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:

- 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 Firm 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.

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.

Firm Name: The Boston Consulting Group
John Coyle, Partner & Managing Director

Name, Title: 

Signature: ____________________________ Date: 6/10/2019
FORM 12: SEXUAL HARASSMENT PREVENTION CERTIFICATION

State Finance Law §139-I requires firms on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training to all its employees.

By submission of this bid, each firm and each person signing on behalf of any firm certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the firm 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.

The Firm's signature below certifies its compliance with State Finance Law §139-I.

Firm Name: Boston Consulting Group

John Coyle, Partner & Managing Director

Name, Title: 

Signature: 

Date: 6/10/2019
August 2, 2019

John Coyle  
Managing Director & Partner  
The Boston Consulting Group, Inc.  
10 Hudson Yards  
New York, NY 10001

Dear Mr. Coyle:

This letter is to notify you that The Boston Consulting Group, Inc. (BCG) has been selected as the primary consultant for the Division of the Budget’s Strategy and Implementation Advisory Services RFP. Of the proposals submitted, BCG’s proposal was determined to provide the “Best Value.”

The Division will contact you shortly to discuss next steps, which includes finalizing the contract for execution and submission to the Offices of the Attorney General and the State Comptroller.

If you have any questions, please do not hesitate to contact me at (518) 402-2587. Thank you for the time, effort and cooperation your firm has already demonstrated.

Sincerely,

[Signature]

Jason DiGianni  
Contracts Officer