AC 1552-S (Effective 4/12)

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
Bureau of Contracts, Floor 11-1
110 State Street
Albany, New York 12236

APPROVED DOCUMENT TRANSMITTAL

Date 9/25/19

Dept ID 1050000

Contract No. C000461

Purchase Order No. _____

TO: DOB U1

☐ 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 contract is secondary

Primary is C000460

APPROVED
DEPT. OF AUDIT & CONTROL
SEP 25 2019
FOR THE STATE COMPTROLLER

Single Transaction Summary

BUSINESS UNIT	DOCUMENT TYPE	AUDIT TYPE
DOB01	Procurement Contract	TBV

Business Unit (Name)	Contract No	Sequence #
Division of Budget	C000461	0
Contract ID : 00000000000000000000063740	**Version # :** 1	

Dept ID	Department Name
1050000	DOB01-Divi of the Budget_BD

OFFICE OF THE STATE COMPTROLLER
RECEIVED
AUG 22 2019
BUREAU OF CONTRACTS

Supplier ID

[redacted]

Supplier Name

DELOITTE CONSULTING LLP

Transaction Amount	Begin Date (MM/DD/YYYY) to	Expire Date (MM/DD/YYYY)
$27,500,000.00	08/15/2019	08/14/2024

Bid Date (MM/DD/YYYY)	Renewal Amendment Beginning Date (MM/DD/YYYY)

Pre-Encumbrance Amt:	NY State Contract Descr:
	Strategy & Implementation Srvs

Description

DOB01-C000461-1050000

Provisions

Preparer's Signature	Preparer's Phone No
CHAPMAN,JENNIFER	518-474-8033

APPROVED
DEPT. OF AUDIT & CONTROL
SEP 25 2019
FOR THE STATE COMPTROLLER

Agency Finance Officer's Signature	Date
K. Shaw	8-21-19

Reporting Code	Method of Award	Number of Bids	Special Code

Date Received	Date Approved	Date Rejected	Auditor's Initials
			JJ/ QR/ PM

Intended Encumbrance

Amount

CONTRACT NO. C000461

NEW YORK STATE DIVISION OF THE BUDGET
AND
DELOITTE CONSULTING LLP
FOR STRATEGY AND IMPLEMENTATION ADVISORY SERVICES
FOR THE PERIOD
AUGUST 15, 2019 THROUGH AUGUST 14, 2024

RECEIVED
NYS OFFICE OF THE ATTORNEY GENERAL
AUG 16 2019
CONTRACT APPROVAL UNIT

THIS IS AN AGREEMENT (the "AGREEMENT") by and between the NEW YORK STATE DIVISION OF THE BUDGET (hereinafter referred to as the "DIVISION"), and DELOITTE CONSULTING LLP (hereinafter referred to as "DELOITTE" or "CONTRACTOR"), with offices located at 111 Washington Avenue, Suite 500, Albany, N.Y. 12210.

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 DELOITTE is a responsible and qualified firm to perform Secondary 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 Secondary 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 DELOITTE 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

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

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 $27,500,000 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 (C000461), 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. [redacted] 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 M/WBE 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.

4. Workforce Employment Utilization Report ("Workforce Report")

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.

C000461

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:

[redacted]

NEW YORK STATE
DIVISION OF THE BUDGET

By: [signature]

Name: Jason DiBianni

Title: Director of Procurement

Date: 8/16/2019

Attorney General:
LETITIA JAMES

By: _____

Date: _____

APPROVED AS TO FORM
NYS ATTORNEY GENERAL

AUG 19 2019

[signature]
LORRAINE I. REMO
SECTION CHIEF

State Comptroller:
THOMAS P. DINAPOLI

By: _____

Date: _____

APPROVED
DEPT. OF AUDIT & CONTROL

SEP 25 2019

[signature]
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 Maryland }
: SS.:
COUNTY OF Calvert }

On the 7th day of August in the year 20 19, before me personally appeared [redacted], 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 [redacted]

Town of [redacted]
County of [redacted], State of [redacted]; 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 Principal of Deloitte Consulting LLP, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

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

Lauren Pannell

Notary Public
Registration No. N/A **State of:** Maryland

LAUREN PANNELL
Notary Public
Calvert County
Maryland
My Commission Expires Aug. 14, 2022

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, licenser, 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-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: 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
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.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.

AC 3271-S (Effective 4/12)

FORM A

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 — Agency Business Unit: DOB01
Contractor Name: DELOITTE CONSULTING LLP — Contract Number: C000461
Contract Start Date: 08/15/2019 — Contract End Date: 08/14/2024

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
[redacted]			$27,500,000.00
	0.00	0.00	$0.00
	0.00	0.00	$0.00
	0.00	0.00	$0.00
	0.00	0.00	$0.00
	0.00	0.00	$0.00
	0.00	0.00	$0.00
	0.00	0.00	$0.00
	0.00	0.00	$0.00
	0.00	0.00	$0.00
	0.00	0.00	$0.00
	0.00	0.00	$0.00
	0.00	0.00	$0.00
	0.00	0.00	$0.00
	0.00	0.00	$0.00
	0.00	0.00	$0.00
	0.00	0.00	$0.00
Total this Page	[redacted]		$27,500,000.00
Grand Total	[redacted]		$27,500,000

[redacted]

Date Prepared: 08/19/2019

(Use additional pages, if necessary)

Priscilla Cassidy

From: West, Roxanne (BUDGET) <Roxanne.West@budget.ny.gov>
Sent: Thursday, September 12, 2019 2:00 PM
To: Priscilla Cassidy
Cc: Heaslip, Michelle (BUDGET); DiGianni, Jason (BUDGET)
Subject: RE: BCG and Deloitte

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)*

	BCG	Deloitte
Weighted Average Hourly Rate	[redacted]	[redacted]
10 Consultant Team		
40 Hours per Week		
10 Months per Project (4 Weeks/Month		
1 Project per Year		
5 Year Term		$27,459.200.00

   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

dob.sm.dobcontracts

From: [redacted]
Sent: Monday, June 24, 2019 12:54 PM
To: Heaslip, Michelle (BUDGET)
Cc: [redacted]
Subject: Strategy Implementation Advisory Services - Deloitte response
Attachments: Deloitte response letter - DOB Strategy and Implementation Advisory Servicesfinal.pdf

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

Dear Ms. Heaslip,

Attached you will find the response from Deloitte Consulting in reference to your email from June 20, 2019.

Please let us know if you need any additional information.

Regards,

[redacted]

Please consider the environment before printing.

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v.E.1

Deloitte.

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June 24, 2019

Michelle Heaslip
New York State Division of the Budget
(DOB) State Capitol, Room 129
Albany, NY 12224

Ms. Heaslip,

Deloitte thanks you for the opportunity to provide clarification to our proposal on Strategy and Implementation Advisory Services, submitted to the Division of the Budget on June 11, 2019. Below you will find the requested information in response to your email dated June 20, 2019.

1. We confirm that our entire proposal is offered without the Division's acceptance of Deloitte's assumptions found in the Cost Proposal, and any other assumptions, exceptions or modified terms and conditions that may appear elsewhere in the entire proposal.

2. Form 7 has been re-certified on June 20, 2019 and the confirmation is attached.

3. An updated Form 9 is attached.

4. In response to Form 10, Deloitte acknowledges and understands that the treatment of material Deloitte deems to be proprietary shall be governed by the New York Public Officers Law, Article 6, otherwise know as the New York Freedom of Information Law (FOIL).

5. Deloitte acknowledges our understanding that all proposals are property of the State and, the Division reserves the right to use any portions of the proposal not specifically noted as proprietary as set forth in section 2.6 of the RFP.

Again, we thank you for allowing us to provide this clarification letter.

Sincerely,

[redacted]

enc.

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

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Date Printed: Jun 20, 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 175.35 or a misdemeanor under Penal Law Section 175.30 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination.

The undersigned certifies that he/she:

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

Reminder:

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

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

[redacted]

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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 x No _____ See attached "Statement on Litigation and additional info"

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 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.

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.***

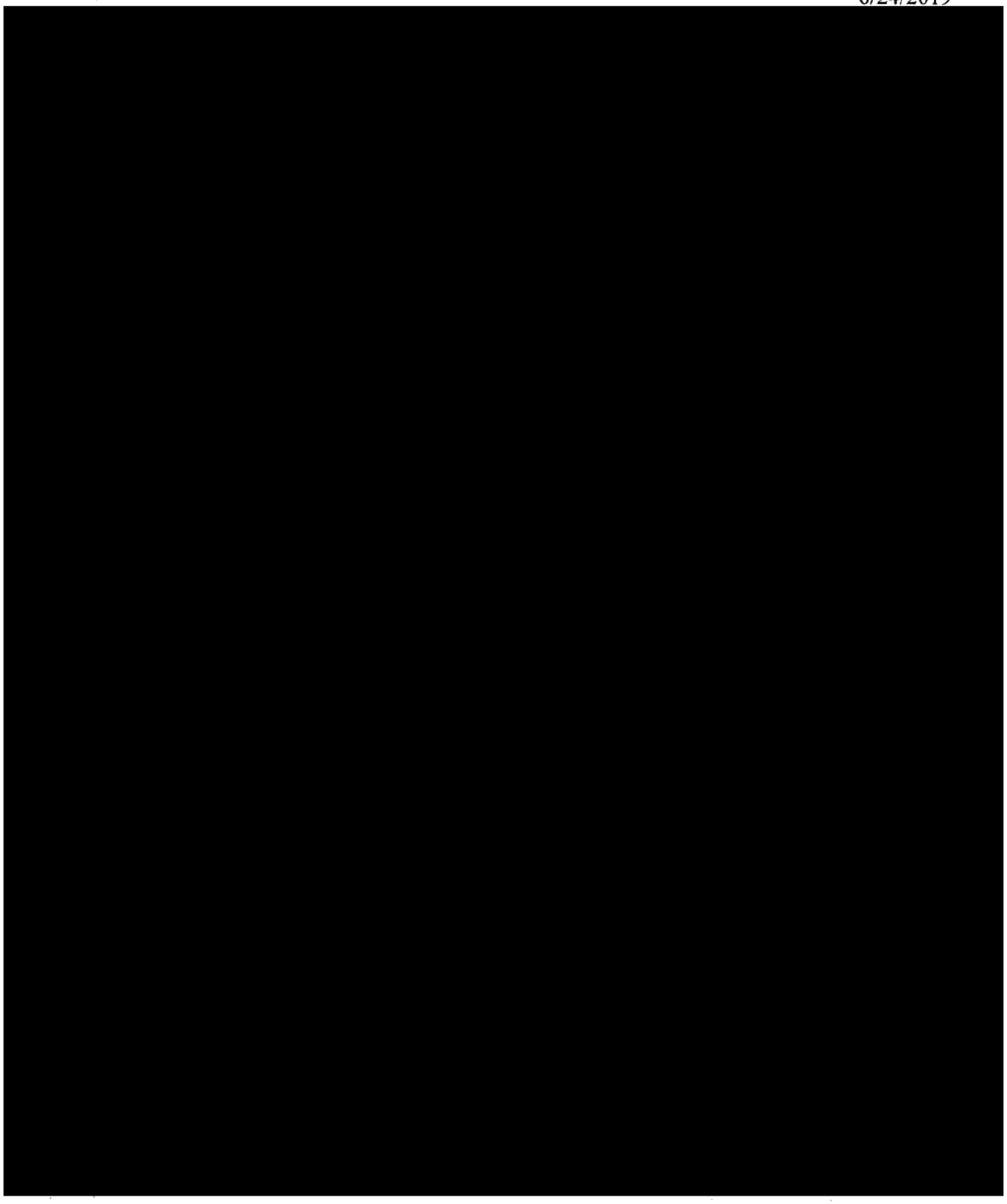
Yes_____No x

Firm Name: [redacted]

Name, Title: [redacted]

Signature: [redacted] Date: 06/24/2019

6/24/2019



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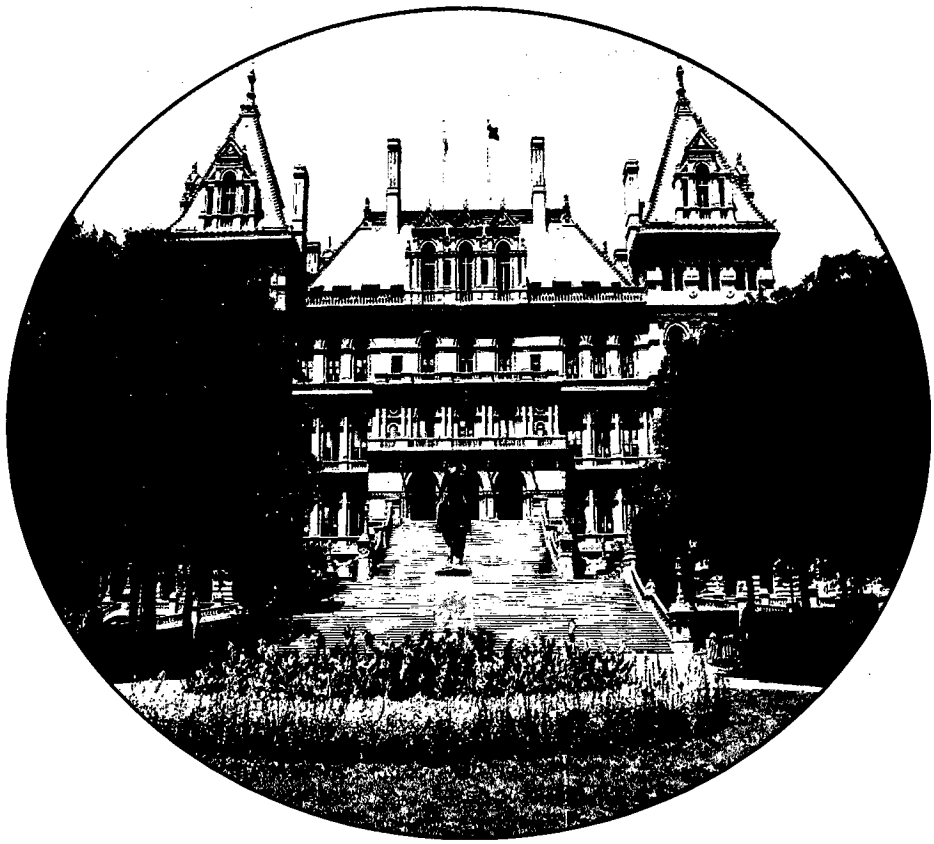


New York State Division of the Budget (DOB)

RFP - Strategy and Implementation Advisory Services

COST PROPOSAL submitted by Deloitte Consulting LLP (original)

June 11, 2019

Core Staff Information

Staffing Approach

As necessary, we are prepared to assign a large number of staff to support various task order requests under this multi-year strategic engagement. To this end, we have assembled a Core Staff consisting of multiple engagement partners and project managers, along with representative junior staff at the two lesser experienced labor categories. We have included Deloitte's dedicated State of New York leadership team in this Core Staff pool as well as other senior resources with directly relevant strategy and policy advisory expertise. In addition, we have included a large number of representative resumes of personnel available as needed under "Other Proposed Staff" to demonstrate the breadth and depth of our bench.

While we expect that most task order requests will require one engagement partner and one project manager along with the appropriate junior staff support, we are prepared to dedicate other senior practitioners to provide leadership support and oversight, as well as others with specialized subject matter expertise, as necessary. In addition, given the potential volume of concurrent task orders, we want to be prepared to support New York State with multiple ongoing projects across the various policy areas.

For purposes of this RFP response, we have chosen to include all of the names, and resumes, for this extended pool of Core Staff members in the appropriate sections of the technical, administrative and cost proposal.

[redacted]

FORM 1:
NYS Division of the Budget
Request for Proposals: Strategy and Implementation Advisory Services
Cost Proposal Form

Firm Name: Deloitte Consulting LLP

Fee Schedule

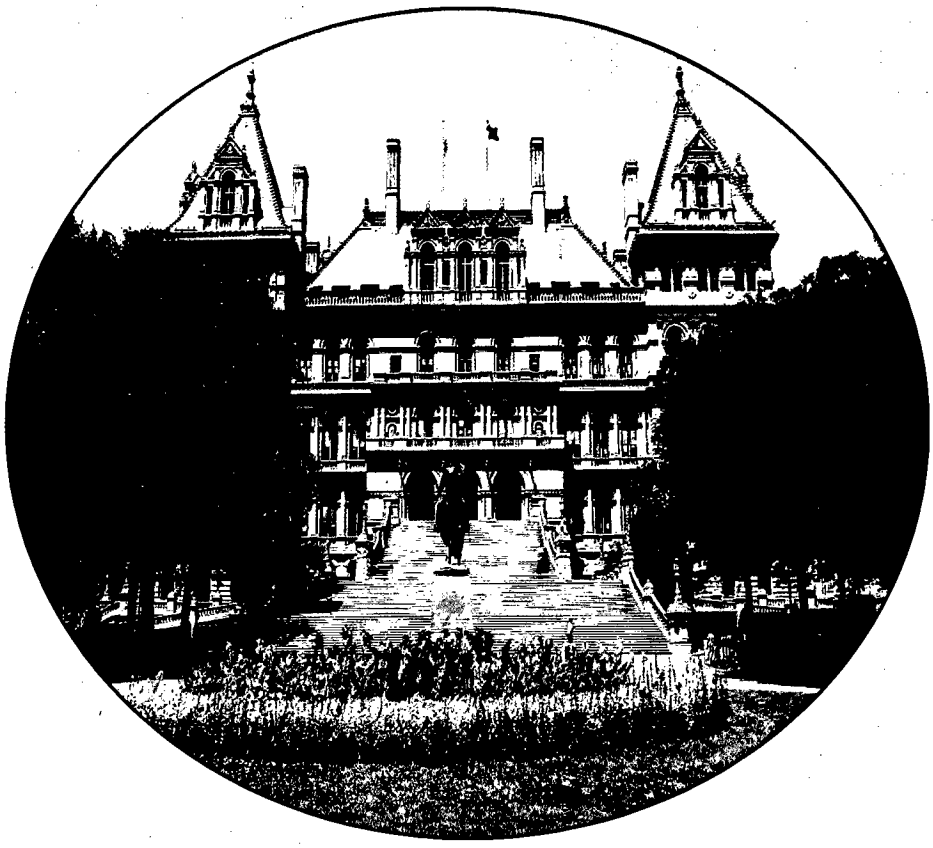
Staff Hourly Rate(s)						
Name(s)	**Title**	**Contract Year 1 2019-20**	**Contract Year 2 2020-21**	**Contract Year 3 2021-22**	**Contract Year 4 2022-23**	**Contract Year 5 2023-2024**
[redacted]	Engagement Partner	[redacted]				
	Project Manager					
	Senior Analyst					
	Analyst					

[redacted]

Principal — **Title**

6/10/2019 — **Date**

Deloitte.



New York State Division of the Budget (DOB)

RFP - Strategy and Implementation Advisory Services

ADMINSTRATIVE PROPOSAL submitted by Deloitte Consulting LLP (original)

June 11, 2019

APPENDIX C: PROPOSAL CHECKLIST

Strategy and Implementation Advisory Services

Deloitte Consulting LLP — Firm Name

06/11/2019 — Date

Technical Proposal (6 hardcopies and 1 electronic version)

1. Did the Firm provide 6 hardcopies and 1 electronic version of the Technical Proposal? Yes X No ____
2. Does the proposal contain all components of the Technical Proposal, as stated below? Yes X No ____
   - A. **Table of Contents** Yes X No ____
   - B. **Executive Summary** Yes X No ____
   - A. **Documentation of Minimum Qualifications** Yes X No ____
   - **D. Firm Experience and Qualifications**
     - Summary of technical expertise and capabilities and ability to apply expertise in all fifteen (15) Policy Areas Yes X No ____
     - Provide two (2) cases studies in the following areas (no more than 10 pages per case study): Yes X No ____
       - Case study focused on a major health care or transportation project Yes X No ____
       - Case study focused on a major project in one of the remaining 14 Policy Areas Yes X 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 X No ____
     - Summary of access to talent X ____
     - Staff resumes Yes X 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 X No ____
3. Excluding table of contents, staff resumes, and letters of reference, is the Technical Proposal 40 pages or fewer? Yes X 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 X No ____
2. Did the Firm complete and sign Form 1: Cost Proposal Form? Yes X 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 X No _
2. Did the Firm submit signed copies of:
   - Form 2: Firm Information and Attestation Yes X No _
   - Form 3: Non-Collusive Bidding Certification Yes X No _
   - Form 4: Firm Assurances of No Conflict of Interest or Detrimental Effect Yes X No _
   - Form 5: MWBE and Equal Employment Opportunities Requirements, Forms 5.1 and 5.2 Yes X No _
   - Form 6: Response to the Diversity Practices Questionnaire, with supporting documentation Yes X 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 X No _
   - Form 8: Procurement Lobbying Form Yes X No _
   - Form 9: Disclosure of Pending or Prior Lawsuits, Conflicts of Interest, or Investigations or Disciplinary Actions Yes X No _
   - Form 10: Freedom of Information Law Redaction Request Yes X No _
   - Form 11: Executive Order No. 177 Certification Yes X No _
   - Form 12: Sexual Harassment Prevention Certification Yes X No _

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:** Deloitte Consulting LLP **Address:** 111 Washington Avenue, Suite 500 **City, State, Zip Code:** Albany, NY 12210 **Telephone Number:** 518.424.0885 **Taxpayer ID:** 06-1454513 **NYS Vendor ID:** [redacted]		
2	**Primary Contact Concerning this Proposal:**	[redacted]		
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**	☒ Yes	☐ No

		detailed in that Section are retained by the Division of the Budget. 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.		

8 **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.**

[redacted]

[redacted]**esentative of the Firm**

Principal

[redacted]

06/11/2019

Date

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: [redacted] Title: Principal, Deloitte Consulting LLP

Signature [redacted]

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

Legal name of Person, Firm or Corporation	Legal name of Person, Firm or Corporation
Name: _____	Name: _____
Title: _____	Title: _____

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: Deloitte Consulting LLP

Name, Title: [redacted]

Signature: [redacted] Date: 06/11/2019

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: Deloitte Consulting LLP	**Federal Identification No.:** 06-1454513
Address: 111 Washington Avenue, Suite 500	**Procurement No.:** SIASRFP
City, State, Zip Code: Albany, NY 12210	
Description of Work: Strategy 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.

EEO – JOB CATEGORY	TOTAL	MALE (M)	FEMALE (F)	WHITE		BLACK		HISPANIC		ASIAN		NATIVE AMERICAN		DISABLED		VETERAN	
				M	F	M	F	M	F	M	F	M	F	M	F	M	F
Officials/Administrators																	
Professionals	[redacted]																
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	

[redacted] June 11, 2019

PREPARED BY (Signature) [redacted] Date

[redacted]

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.

Vietnam Era Veteran – A veteran who served at any time between and including January 1, 1963 and May 7, 1975.

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

M/WBE AND EEO POLICY STATEMENT

I, [redacted], the (awardee/contractor) Deloitte Consulting LLP agree to adopt the following policies with respect to the project being developed or services rendered at New York State Division of Budget

M/WBE

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

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
(2) Request a list of State-certified M/WBEs from 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 11th day of June, 2019

By: [redacted]

Print [redacted]

[redacted] 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

[redacted]

Title: Principal

Date: 06/11/2019

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, [redacted], as Principal of Deloitte Consulting, LLP 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.

   [redacted]

   *Year after year, Deloitte is ranked in or near the top 10 On DiversityInc Magazine's Top 50 Companies for Diversity List (additional awards listed in attached)**

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?

   [redacted]

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]

   [redacted]

4. Does your company provide technical training[2] to minority- and women-owned business enterprises? Yes or No

   Yes, Deloitte regularly participates in MWBE training in NYS having been a long time sponsor and participant in the MWBE conference. We also participated in the NYS MWBE mentoring program.

   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?

   Yes

---

[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.

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.

Deloitte's Federal Practice has successfully participated in formal government-sponsored mentoring programs since 2007. We have participated in mentor protege programs through the following agencies: Department of Homeland Security, Small Business Administration and the Department of Defense. As required by the federal government, we have completed and submitted semi-annual reports that demonstrate our commitment to the programs and to our proteges.

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
   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.

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Yes or No
   Yes, see attached letter and Diversity Supplier program info

   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 [redacted]

Printed Name of Signatory [redacted]

Title Principal

Name of Business Deloitte Consulting LLP

Address 111 Washington Avenue, Suite 500

City, State, Zip Albany, NY 12210

STATE OF New York
COUNTY OF Albany) ss:

On the 6 day of June, 2019, before me, the undersigned, a Notary Public in and for the State of New York, personally appeared [redacted], 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

Christine Elizabeth Crawford
Notary Public - State of New York
Qualified in Schenectady County
No. 01CR6117531
My Commission Expires 10/25/2020

Deloitte.

Deloitte Consulting LLP
111 Washington Ave
Suite 500
Albany, NY 12210
USA

Tel: +1 518 426 4890
www.deloitte.com

June 11, 2019

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

Attention: Jason DiGianni

RE: Additional Diversity Practices Questionnaire Information

Dear Mr. DiGianni;

Deloitte is committed to an inclusive workplace and pursues public policies in support of work-life flexibility, fostering a more inclusive workplace, promoting women and minorities in leadership and fair compensation. Diversity in business is imperative in today's market place. At the Deloitte U.S. Firms, our Diversity & Inclusion Initiative is an integral part of our business strategy. We understand the economic importance diversity and inclusion bring to our bottom line, and the importance diversity holds for many of our clients. The U.S. Firms have created and implemented our strategy to make diversity a hallmark of our culture, success and the way we do business.

Examples of our commitment to diversity at Deloitte can be seen in our recent recognitions (partial list) identified below:

- Top 20 on the DiversityInc Top 50 List
- Top 50 Companies for Diversity by Poder magazine
- Top 50 Organizations for Multicultural Business Opportunities by DiversityBusiness magazine
- Top 50 Supplier Diversity Programs for Women by Professional Woman's Magazine
- Champion of Veteran Enterprise by the National Veteran Small Business Coalition
- Top 12 LATINA Style company of the year

In addition, you will find attached an overview of Deloitte's Supplier Diversity Program statistics showing our supplier diversity spend trend. At Deloitte, we believe that diversity in our talent and our business relationships brings richness and strength to the business solutions we provide.

Regards,

[redacted]

Principal
Deloitte Consulting LLP

Enc.

Solely for the information and use of and not to be relied upon by any other person or entity

Deloitte's Supplier Diversity Program

At the Deloitte U.S. Firms, we believe that diversity in our talent and our business relationships brings richness and strength to the business solutions we provide. Our commitment to diversity extends to our supply chain, where we drive toward broadening our base of minority-, women-owned and other diverse suppliers in order to provide best-in-class procurement solutions to meet the needs of our clients. In selected strategic categories, MWBE suppliers comprise a significant share of the preferred supplier structure.

[redacted]

Source: SAP & Diversity Classification based on CVM recommendations

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):
_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) 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: Deloitte Consulting LLP

Offerer's Business Address: 111 Washington Avenue, Suite 500, Albany NY 12210

Offerer's signature: [redacted] **Date:** 06/11/2019

I understand that my signature represents that I am signing and responding to all certifications listed above.

Print Name: [redacted]

Title of Person signing this form: Principal

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 x No _____ See attached "Statement on Litigation"

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 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.

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 x

Firm Name: Deloitte Consulting LLP

Name, Title: [redacted]

Signature: [redacted] Date: 06/11/2019

6/11/2019

[redacted]

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: Deloitte Consulting LLP

Name, Title: [redacted]

Signature: [redacted] Date: 06/11/2019

Confidentiality/Freedom of Information Law Designation
Proposal and RFP Title: Strategy and Implementation Advisory Services

Deloitte Consulting LLP considers the following information to be confidential and/or a trade secret and requests the following sections of our Proposal be withheld from disclosure by the New York State Division of the Budget pursuant to the New York State Public Officer's Law. We have organized our list in accordance with the key elements or our proposal that we request protection from disclosure under FOIL:

Staff and Subcontractor Names and Resumes

Section Number and Name	Description of Confidential/Trade Secret Material
E. Staff Experience and Qualifications	Name and resume of all proposed staff

Proprietary Methodology and Approach

Section Number and Name	Description of Confidential/Trade Secret Material
D. Firm Experience and Qualifications – Our Approach	All content and graphics regarding Deloitte's Calibrate methodology

Qualifications - Past and Present Clients/Customers

Section Number and Name	Description of Confidential/Trade Secret Material
D. Firm Experience and Qualifications	Any client name, logo or contact information including any tables containing such information

Pricing

Section Number and Name	Description of Confidential/Trade Secret Material
Form 1: Cost Proposal	Staff Hourly Rates on Fee Schedule

Other

Section Number and Name	Description of Confidential/Trade Secret Material

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: Deloitte Consulting LLP

Name, Title: [redacted]

Signature: [redacted] Date: 06/11/2019

FORM 12: SEXUAL HARASSMENT PREVENTION CERTIFICATION

State Finance Law §139-l 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.

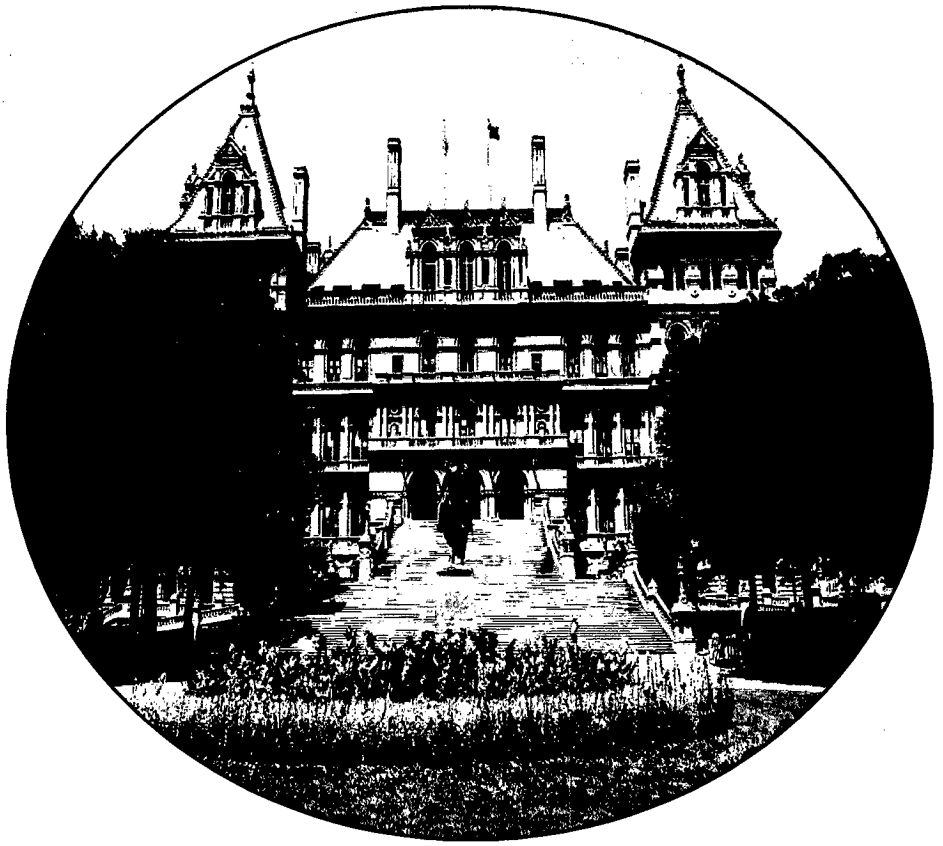
The Firm's signature below certifies its compliance with State Finance Law §139-l.

Firm Name: Deloitte Consulting LLP

Name, Title: [redacted]

Signature: [redacted] Date: 06/11/2019

Deloitte.



New York State Division of the Budget (DOB)

RFP – STRATEGY AND IMPLEMENTATION ADVISORY SERVICES
Technical Proposal submitted by Deloitte Consulting LLP
(copy)

June 11, 2019

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B. Executive Summary

New York State (the State; NYS) is known for its leadership in developing new initiatives and approaches to tackle some of the biggest public policy problems. The State has the 3rd largest economy in the U.S., larger than all but 10 countries worldwide. Across today's policy landscape, issues are emerging at an ever-increasing pace and complexity, and NYS' taxpayers expect more tailored, convenient services and a responsive government. NYS Division of Budget (DOB) is seeking a partner which can bring a unique combination of depth and breadth in all policy areas of interest to DOB, as well as multi-agency experience with NYS and other similar states.

[redacted]

Deloitte is the right partner for NYS. We are the largest professional services firm in the world, serving the largest, most complex public sector and commercial organizations. We are the leading healthcare practice across public sectors (state, federal, non-for-profit, and non-governmental organizations) as well as private (provider, payer, and life science) and have a large, market-leading global transportation practice with experience in key issues such as congestion pricing. We also serve many entities comparable in spending to NYS—47 out of the 50 U.S. States, the U.S. Federal Government, many national governments, as well as 95%+ of the Fortune 100 U.S. companies in any given year.

[redacted]

[redacted]

[redacted]

We understand the NYS-specific topics and challenges in each policy area as well as upstate versus downstate dynamics, region-specific strengths and State priorities, due to our extensive NYS agency and private sector

[redacted]

Figure 2. Deloitte's Commitment to Strengthening the New York Economy as Evidenced by our Footprint.

[redacted] Deloitte makes significant investments in NYS communities through its charitable donation-matching program, its pro bono work for important State causes, and donates direct physical time each year to hundreds of NYS-based charity organizations.

[redacted]

We have a track record of devising pragmatic solutions and have proven results delivering from strategy through implementation and delivery. Our minimum qualification and case studies illustrate our ability to define the vision and strategy/policy, design the solution, implement, and sustain/manage change.

[redacted]

C. Documentation Demonstrating Satisfaction of Minimum Qualifications: [redacted]

[redacted]

Overview

[redacted]

Minimum Firm Qualification	[redacted]
Project Name	
Project Scope and Specific Deliverables	
State(s) for which Project was Implemented	
Total Project Cost	
Project Outcomes	

Project Scope

[redacted]

[redacted]

[redacted]

[redacted]

Project Outcomes

[redacted]

[redacted]

[redacted]

[redacted]

D. Firm Experience and Qualifications

Deloitte is a recognized leader across all the scope of services and policy areas of interest to DOB, and we serve hundreds of entities comparable in spending to NYS—47 out of the 50 U.S. States, many national governments, as well as 95%+ of the Fortune 100 U.S. companies in any given year.

Overview of Our Experience

We understand that DOB is seeking qualified firms to provide a range of strategy and implementation advisory services across fifteen policy areas. We also understand that the selected firms will work with the Executive Chamber and DOB 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. The **selected firm(s) will need to bring depth and breadth in all areas of interest to DOB and will require multi-agency experience with NYS**—Deloitte is unmatched in the scope and scale of expertise we will bring to bear for DOB.

Deloitte is ranked #1 globally in:

- CRM & Customer Experience Services by Gartner (2018)
- HR Operations Consulting by ALM Intelligence (2018)
- Innovation Strategy Consulting by ALM Intelligence (2018)
- Business Consulting Services by IDC (2017)
- Business Transformation Consulting by Forrester (2017)
- Analytics IT Consulting by ALM Intelligence (2017)
- Risk Consulting by IDC (2017)
- Crisis Advisory in Financial Services by ALM Intelligence (2017)
- IT Operations Consulting by ALM Intelligence (2017)
- Customer Strategy & Experience Consulting by ALM Intelligence (2017)

[redacted]

Figure 5. Analysts rank Deloitte #1 in multiple in-scope categories.

[redacted]

Our Service Offerings

Deloitte provides strategy and implementation advisory services across the range of service areas of interest to DOB, and we have dedicated service offerings in each of these areas. While w deliver these services across both public and

[redacted]

private sectors, **delivery in the public sector is anchored in the journey from mission-based initiative to ongoing implementation and achieving measurable results**. The table below outlines our offerings in the service areas of interest to DOB, a description of how we apply these services for our public sector clients, and how we mapped these to the DOB policy area impacts.

[redacted]

Matrixed with these service offerings are our industry and sector groups—in *Our Policy Area Experience* section, we outline how we deliver on each of these service areas in the policy areas of interest to DOB. Underpinning all of this is our proven [redacted] which will accelerate each Task Order for DOB and provide a tailored, efficient, and outcomes-driven approach.

Our Approach: [redacted]

[redacted]

[redacted]

[redacted]

implementation advisory settings. We have found tailoring our flexible approach to the needs of our clients helps to keep the effort from collapsing under its own weight but moving it forward with purpose and intention toward the desired outcomes.

Our Policy Area Experience

We have capabilities and expertise in every policy and service area of interest to DOB, are supported by leading-edge research centers, and have proven excellence combining our multi-dimensional experience to tackle the most pressing issues of today.

[redacted]

Agriculture

Our Understanding. Agriculture and Food Production is one of NYS' largest industries. Significant investments have been made in recent years to protect farmland in the state and promote NYS-grown goods and products, such as the Taste NY and the New York Grown and Certified programs. While specialties such as dairy, yogurt, wine, and fruit production are thriving in New York and exciting opportunities with cider and hemp are emerging, economic inconsistency puts many NYS farmers at risk. One example is the threat of proposed federal Supplemental Nutrition Assistance Program (SNAP) changes, which would have significant negative impact on NYS' food stamps and school lunch programs. Consumers are now demanding food products that are healthy and sustainably produced which may also impact NYS farmers and increase pressure to shift toward organic and sustainable produce. The impact of climate change, increased water uses for irrigation, soil degradation, and farm chemical runoff further threaten agriculture production across the country. Despite these threats, we are on the cusp of a green revolution, one that is driven by connected technologies that will give farmers the data to help make better decisions[1] and reduce risk, while maximizing the benefits of the inputs used.

[redacted]

[1] Deloitte, 2016. https://www2.deloitte.com/insights/us/en/deloitte-review/issue-18/second-green-revolution-and-internet-of-things.html

[redacted]

[redacted]

Criminal Justice

Our Understanding. The criminal justice system in NYS is administered via a large network of law enforcement agencies, state and local courts, jails and detention facilities, probation, and post-incarceration programs. NYS has the largest state and city police forces and more than 93,000 law enforcement personnel statewide. The State is faced with unprecedented terrorist threats, cyber-attacks, gang violence, and financial crimes. In 2018, the jail population statewide was just under 23,000, presenting key policy issues including inmate welfare and safety, access to health care in prisons and detention facilities, electronic health records for inmates, and programs to support re-entry and reduce recidivism.

[redacted]

[redacted]

Economic Development

Our Understanding. Most state economic development strategies fall into two broad categories: (1) how to drive a skilled, work-ready population for employers, or (2) how to make the state a great place to start or locate a business[2]. While these issues are decades-old, innovative technologies, new partnership structures, and new players are changing how things get done. In this new age, states are re-thinking which policies accelerate talent development, boost economic growth, and catalyze productive employment. NYS has had some success with reinventing its traditional top-down development strategy with the launch of the Regional Economic Development Councils (REDCs) that utilize regional stakeholders and targeted expertise for a bottom-up approach to development. However, there is still progress to be made in Central NYS and the Southern Tier regions which have lagged in economic growth as compared to Buffalo and the Capital Region. With respect to life sciences economic development, we believe there are additional use cases and commercial partnership opportunities yet to be cultivated as well as the opportunity to coordinate and capture synergies across NYS regions.

[redacted]

[2] Deloitte Insights, 2018. Economic development: Cultivating prosperity The State Policy Road Map: Solutions for the Journey Ahead.

[redacted]

Education

Our Understanding. We understand the State's education policy priorities in expansion of Pre-K and afterschool care, increasing graduation rates, improving community partnerships, supporting educators, and developing additional program offerings. As the largest and ever-growing public-school system, NYS is under constant scrutiny and pressure to increase educational outcomes while maintaining cost effectiveness. The State faces continual challenges in equitable funding distribution and cost reductions, all while providing an increase of $1 billion in education aid to its most vulnerable districts. As NYS strives to expand free-tuition programs such as Excelsior, the State must also continue to offer greater levels of support to its 1.2 million higher education students.

In the face of these challenges, utilizing technology within the classroom to transform schools into community hubs will be crucial to achieving the State's educational objectives. We recognize emerging education issues such as the second digital education wave will demand an integration of the digital education ecosystem, student learning life-cycle, and technology solutions to holistically transform the learning experience and reach education stakeholders at every level. Both poverty and remoteness lead to what educators say is a "homework gap," where a lack of connectivity, or having no computers at home, pose barriers to student learning. In an age when students can do homework assignments, research and watch lectures online, there are still significant numbers of students in low-income and/or rural NYS communities who lack digital resources.

[redacted]

Energy

Our Understanding. The energy sector is well into a period of transformation and profound change driven by technological and competitive forces, as well as changing customer expectations. Electric power companies are utilizing new technologies to serve increasingly sophisticated customers who are not only demanding reliability and efficiency, but also demanding clean energy to combat climate change. Change has begun, but regulatory structures are taking time to catch up, and state and local governments are feeling the pressure to support the shift toward clean, distributed energy, while ensuring efficacy, resilience, and security of distributed grids[3].

NYS is a leader on this front and is the largest hydroelectric power producer east of the Rocky Mountains. Many of the State's hydropower generation stations are receiving upgrades under the Renewable Portfolio Standard. Offshore wind is also poised to become a major source of renewable power in NYS with its solicitation for 800 megawatts or more of new offshore wind projects. How these renewable energies will be efficiently transmitted and stored remains an outstanding question and challenge for the State. NYS' Green New Deal, which further puts the State on a path to carbon neutrality by 2040, involves a range of stakeholders and addresses broader clean energy goals that prioritize the needs of NYS residents while spurring economic growth will be critical.

[redacted]

Environment

Our Understanding. As NYS continues to make it a priority to conserve, improve, and protect its natural resources and the environment, and act as a steward of the State's valuable natural, historic, and cultural resources, it is also fully engaged in addressing the challenge of our generation—climate change. Deloitte recognizes the environmental priorities of NYS include clean water infrastructure, hazardous waste cleanup, and continued public access to State's natural resources, increased funding for the protection and improvement of the environment and combatting climate change through the Green New Deal. We have extensive experience in the environmental

[3] Deloitte, 2019. 2019 Power and Utilities Industry Outlook.

space partnering with federal and state governments, not-for-profits, the private sector, international clients, and the United Nations (UN). Our experience includes strategy/policy and implementation advisory services that encompass water quality and water infrastructure, food waste reduction, nature preservation, plastic waste recycling, and of course clean energy and sustainability.

[redacted]

Health Care

Our Understanding. States are facing significant health crises. These include: (1) the opioid epidemic; (2) chronic conditions such as obesity and diabetes and the exploding costs of high-value emerging cancer treatments; (3) new antibiotic-resistant pathogens; (4) the care gap driven by economics and cohort identity; (5) long term care associated with dementia and Alzheimer's disease; and (6) many others. NYS is also under added threat from Lyme Disease and a recent measles outbreak, while its trying to lead the way in expanding access to universal, high-quality health care.

As the State's largest payer of healthcare through the Medicaid program, it has a tremendous opportunity to experiment with new policies. [redacted]

[redacted]/irtual health/telehealth is just one way this group is likely to be impacted with others including remote diagnostics/monitoring and delivery of care outside of acute hospital settings.

[redacted]

Figure 9. Summary of life science and healthcare (LSHC) clients we serve.

U.S. Health Care trends relevant to NYS

- Approximately 1/3 of privately insured patients are on **high deductible health plans**
- 66% of households who file for **bankruptcy cite medical issues** as a key contributor to their financial downfall
- **Growth of healthcare administrators outpaced physicians,** increasing 3,200% between 1975-2010
- Hospital **bankruptcies, closures, and mergers are an all-time high,** with distress scores increasing by 305% since 2010, with 3 out of 4 hospital bankruptcies being in rural areas
- By 2020 **more people in the U.S. will be over 65 than under 5** years of age; by 2050, it will be twice that
- By 2025 the U.S. will have **a 65k shortage of Primary Care Physicians**
- By 2025, **chronic diseases will affect ~49%** of the overall U.S. population, catalyzing the need for connected care

Figure 10. It is expected that U.S. Health Care trends will impact NYS.

[redacted]

Human Services

Our Understanding. We recognize that Human Services programs provide services and support millions of NYS residents. NYS has been a national leader since Governor Rockefeller in the establishment of human services programs that support individuals and families throughout their lives. We believe the stability of these programs is threatened through the confluence of several

factors: (1) the continued growth in demand for these programs; (2) uncertainty and shifts in national health and human services policies and funding; and (3) a backlog of major IT investments needed to replace aging human services systems and ensure they comply with the latest federal policies (e.g., the latest child welfare (CCWIS) standards, etc.).

Information Technology

Our Understanding. NYS has one of the largest and most complex IT ecosystems in the world. The State has many agencies larger than most states, each with large IT organizations and hundreds of legacy systems with thousands of interfaces with other state, federal, and private industry systems. Many of these systems are very old, some approaching end-of-life, and expensive to maintain.

NYS has been on a journey to streamline and modernize its IT environment. Following the Spending and Government Efficiency Commission's (SAGE) recommendations, the Office of Information Technology Services (ITS) agency was formed in 2012 and we have successfully supported numerous ITS and related key programs. We assisted ITS with its Data Center Consolidation project and the implementation of the State-Wide Financial System. We also performed a cyber assessment of the NYS enterprise to identify risks and to provide mitigation recommendations. As part of this

engagement, Deloitte performed an analysis of the processes, policies, procedures, and technologies associated with six state agencies and 50 critical state-wide applications.

While NYS has made progress on the IT modernization journey, we believe there are still some key challenges facing the State. These include: (1) rationalization and retirement of many old and costly applications; (2) implementing enterprise identity and access management (EIAM); (3) reducing technical debt, addressing workforce attrition due to retirements; and (4) updating the overall ITS financial and operating model.

[redacted]

Local Government

Our Understanding. NYS has proactively identified areas where it will need local and regional governments to support its efforts. The Governor has advocated implementing shared services initiatives (i.e., consolidation of operations that are used by multiple parts of the same organization/State) and municipal reorganization and restructuring as areas where local governments can strive for increased effectiveness and cost savings. However, significant coordination between rural NYS townships and population-dense urban centers will be required to carry the Governor's vision to value for its widespread constituents and deliver the full impact of the net positive $1.2 billion in budget across disparate municipalities. Furthermore, as the new State budget takes effect and tax revenue increases, local and regional governments must rethink how their local priorities are shaped by changing generational demographics, community and private partnerships, and increasing citizenship participation in the digital age. In the face of transformative technologies, we know local government leaders are also pressured with the inefficiencies of maintaining disparate legacy systems and an aging technology infrastructure. Therefore, local and regional governments struggle to organize, staff, and support disruptive innovation while sustaining ongoing improvement tasks.

[redacted]

[redacted]

Mental Hygiene

Our Understanding. NYS' Mental Hygiene agencies collectively serve over a million vulnerable individuals with mental illness, intellectual/developmental disabilities, and addictions. The agencies operate institutional and community-based services and oversee treatment programs operated by community-based provider agencies. The State has made a strategic decision to redirect funds from high-cost institutional services to more cost-effective home and community-based programs that adopt a person-centered approach. NYS' efforts to provide services in the least restrictive yet clinically appropriate setting for its broad constituent base have created challenges that require a change in how care is coordinated, delivered and funded.

In a transformative initiative to improve services and optimize costs, NYS' Office for People with Developmental Disabilities (OPWDD) recently implemented a new electronic health record (EHR) technology solution to centralize, automate and standardize care coordination. The agencies are on their multi-year journey to move from a fee-for-service to a managed care service model. Like the national trend, NYS remains engaged in the important work of our generation to combat the opioid crisis through enhancement of prevention, treatment, and recovery programs. In its support of independent living for Intellectual and/or Developmental Disabilities (I/DD) individuals in their community, the State continues to invest in employment readiness programs and employment opportunities.

[redacted]

Not-For-Profit

Our Understanding. NYS has the nation's largest not-for-profit sector with nearly 100,000 organizations accounting for more than 17 percent (1.3 million) of private sector jobs. We have found that NYS' not-for-profit leaders are becoming increasingly challenged by rapidly changing conditions in the economic, social, technological, and political environments causing a heightened need for their services with fewer available resources. These pressures have renewed the need for not-for-profit organizations to seek strategy and advisory services to become more responsive to their stakeholders' needs and more efficient, effective, and accountable to address increased demand. Not-for-profits are often constrained by models that remain largely unchanged from a hundred years ago when Carnegie and Rockefeller created the first foundations.

Public Finance

Our Understanding. Traditional modes of financing and delivering physical and social infrastructure including roads, bridges, public transit, electricity, and hospitals are no longer sufficient for state government. This is because of increased budget constraints and the need for state and local governments to "do more with less." With outstanding infrastructure needs and inadequate public funds, we believe NYS can greatly benefit from increased use of alternative delivery mechanisms that both acknowledge there is no one size fits all solution to public financing and engage a broad range of stakeholders as integral partners.

There is increasing desire in geographies across the U.S. to not only leverage the private sector but also local communities to find creative ways to finance projects and share equity. Innovative contractual structures such as Design-Build, as was used in the Tappan Zee Bridge, are making steps in the right direction. Another proven approach is public-private partnerships (P3s) whereby the public sector can utilize private sector financing, efficiencies and aptitude for innovation, better mitigate core delivery risks, increase transparency and accountability, and improve public infrastructure for all. For example, municipalities such as Denver, CO offer residents the opportunity to purchase mini-bonds, municipal bonds in small increments, to finance a variety of capital projects. Mini-bonds not only allow for increased project financing, they facilitate substantive community involvement and partnership in building better neighborhoods, cities, and states.

[redacted]

Public Safety

Our Understanding. Public safety is and always has been a key focus for in NYS for both its large and small urban centers. With an international border and major air and water ports of entry, NYS utilizes key strategic resources to protect the State and national homeland security interests from the prevention and detection of terrorist attacks. Public Safety concerns are diverse and pervasive across the State and include addressing: (1) gangs (e.g., MS-13); (2) the safety and dignity of women, minority communities, immigrants, and LGBTQ residents; (3) human trafficking and (4) poverty and homelessness. Recently we have seen the devastating effects from natural disasters like Superstorm Sandy and flooding along Lake Ontario, and the potential for future disasters requires advanced and reliable solutions for emergency response. The State must remain vigilant and prepared to handle threats that are both physical as well as digital, requiring policies and tools that offer proactive, predictive capabilities for physical and cybersecurity, counter-terrorism, and community safety.

[redacted]

[redacted]

Transportation

Our Understanding. The transportation landscape in NYS is complex with a large set of infrastructure assets. With aging roads and bridges, as well as outdated infrastructure and signaling technology for public transit, NYS continues to face challenges with funding and managing capital projects. Congestion pricing strategies are being implemented to address downstate challenges with traffic and motor vehicle emissions exacerbated by increasing urbanization—a trend expected to continue and accelerate. Airport revitalization and customer experience improvements will be critical to help NYS airports remain competitive as major hubs for passenger and freight air travel. We have found that other initiatives important for the State include: (1) cashless tolling solutions; (2) utilizing data from sensors in vehicles, mobile devices, and the physical infrastructure (i.e., vehicle to vehicle, vehicle to infrastructure, vehicle to everything) to improve safety and traveler experience and even generate revenue through monetizable solutions.

[redacted]

[redacted]

Other Policy Areas

While we have deep expertise in the policy areas of interest t[redacted] DOB, we are also uniquely positioned to support NYS with policy and strategy issues on the horizon, even beyond the scope identified in the RFP. Examples include:

[redacted]

- [redacted]

Case Study 1 (Health Care) [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Project Approach

[redacted]

[redacted]

Phase I: Project Inception

[redacted]

[redacted]

[redacted]

[redacted]

Outputs: Project plan, stakeholder engagement plan, and site evaluation plan.

[redacted]

[redacted]

[redacted]

[redacted]

Outputs: Review of [redacted] Core functions, Draft SWOT Analysis report and [redacted]

[redacted]

Phase III: Value Proposition and Market Sounding

[redacted]

[redacted]

[redacted]

Outputs: Unique value proposition by stakeholder type, draft report on priority partners.

[redacted]

Outputs: Final report and presentation

[redacted]

Strategy

[redacted]

[redacted]

Operational

[redacted]

Organizational

[redacted]

Customer Experience

[redacted]

[redacted]

Key Performance Indicators used to Determine Success

Key Performance Indicators (KPIs) for the Initiative include success of budget approval, number of partnership candidates assessed to those contracted, total dollars awarded and guaranteed employees. The table below outlines some of the Initiative's key KPIs:

KPI	Result
Project completed on time	Yes
Project completed on budget	Yes
[redacted]	
[redacted]	
[redacted]	

Project Team: Key Staff

The team assembled for this project combined years of experience and specialists across multiple industries and functional domains. In addition to these professionals and the staff identified herein, the team accessed our global network of life sciences and infrastructure professionals to bring international leading practices to the execution of the engagement. Collectively, the team provided a strong mix of skills and experience in the areas of life sciences, site selection, cluster analysis, economics, and public-private partnerships—all of which were essential to the successful completion of the engagement.

[redacted]

Lessons Learned

What went well?

[redacted]

[redacted]

What did not go well and why?

[redacted]

What did we learn and what would we do differently?

[redacted]

Case Study 2: [redacted]

[redacted]

The Problem

[redacted]

[redacted]

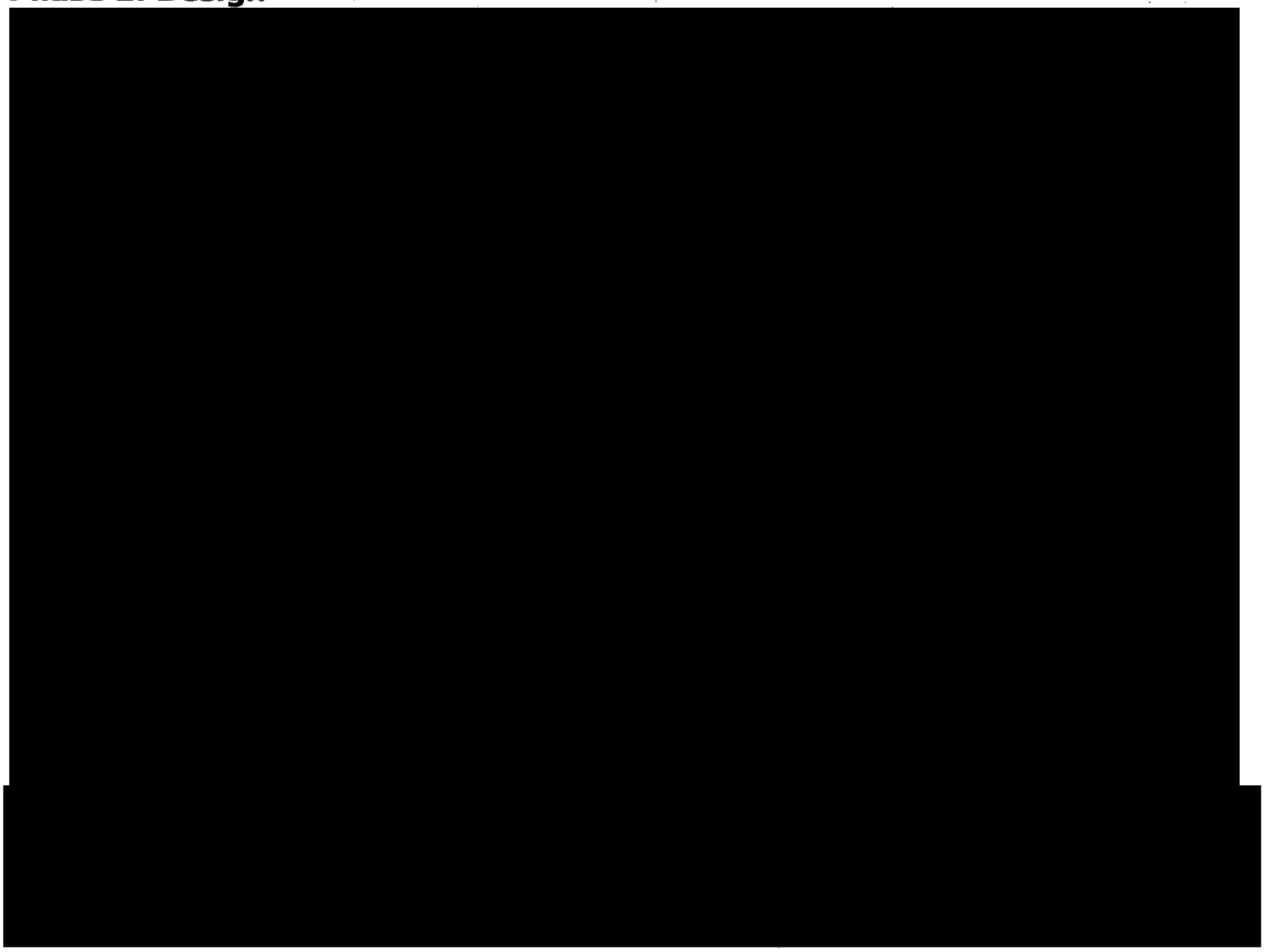
Project Approach

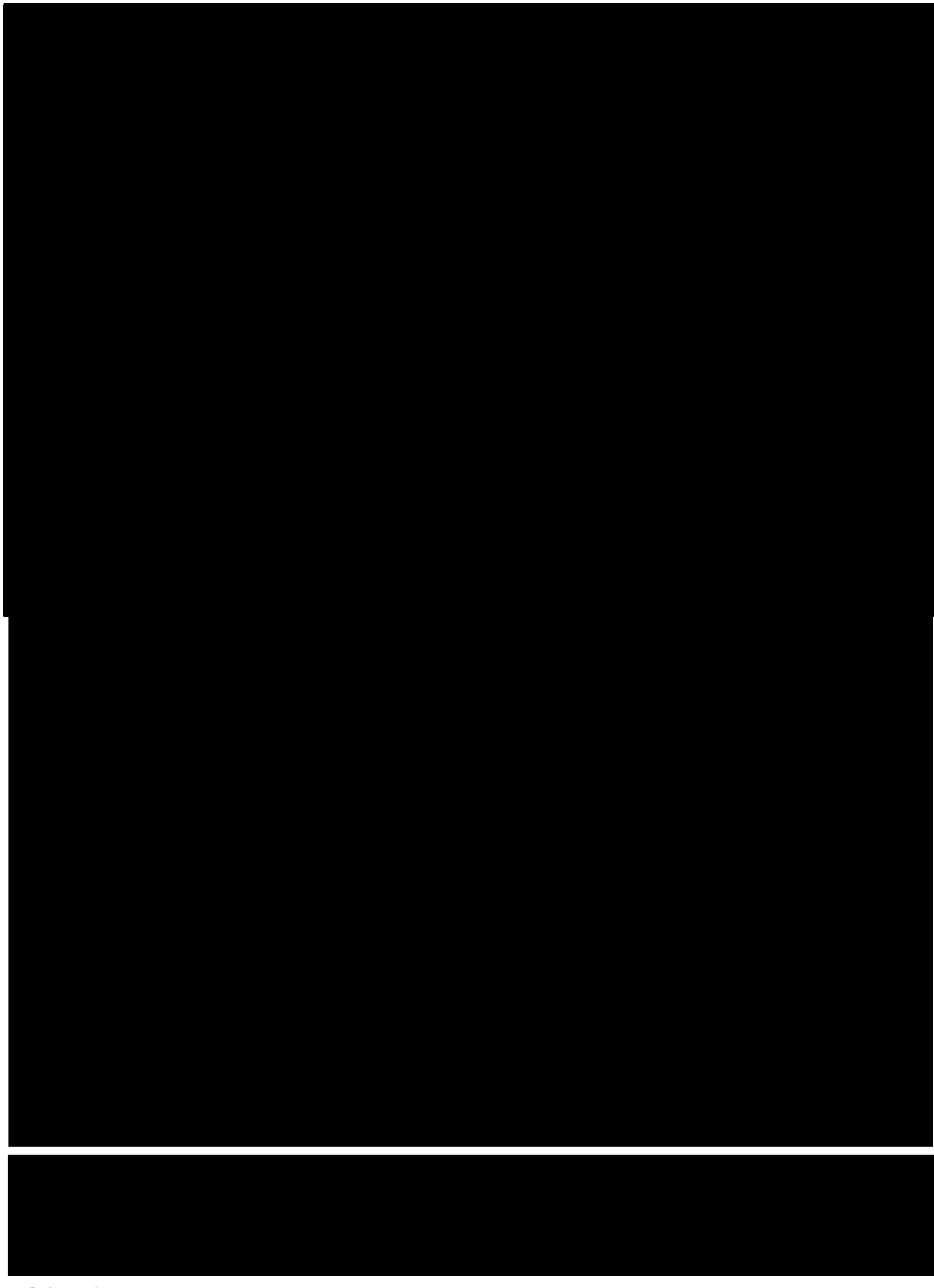
[redacted]

Phase I: Vision

[redacted]

Phase 2: Design





Phase 3: Deliver

Project Impact

Strategy

[redacted]

Operational

[redacted]

Organizational

[redacted]

Customer Experience

[redacted]

KPIs used to Determine Success

[redacted]

KPI	Result
[redacted]	

Project Team: Key Staff

[redacted]

Lessons Learned

What went well?

[redacted]

What did not go well?

What did we learn and what would we do differently?

E. Staff Experience and Qualifications

Our staffing approach will provide DOB with dedicated Core Staff supported by experts from a diversity of practices.

By deploying the right teams, Deloitte has helped clients around the globe solve their most difficult challenges. In our firm operating model, our account leadership, which is proposed here as part of

our Core Staff, ensures we bring the right expertise in at the right time and that our other assigned staff understand the political and program environment, so we can deliver pragmatic solutions based

[redacted]

The Right Team of Core Staff

Included in the table below are Core Staff that will be available for Task Orders, while maintaining continuity throughout the duration of the project. Full Resumes of Core Staff are included in **Appendix A.**

Staff	[redacted]
[redacted] Lead Engagement Partner	
[redacted] Engagement Partner	
[redacted] Engagement Partner	
[redacted] Engagement Partner	
[redacted] Engagement Partner	
[redacted] Engagement Partner	
[redacted] Lead Project Manager	
[redacted] Project Manager	
[redacted] Project Manager	
[redacted] Project Manager	
[redacted] Project Manager	
[redacted] Senior Analyst	

Additional Leaders and Other Proposed Staff

F. Reference Letters (not subject to page count)

The table below outlines the reference letters contained in this section, along with contact information for each client.

Reference Letter	Engagement	Client	Contact Information
Deloitte's engagement described above	[redacted]		
Deloitte's engagement described above			
Deloitte's engagement described above			
Proposed Engagement Partner			
Proposed Project Manager			

Reference Letter for Minimum Qualification: [redacted]

Re: Reference Letter for Deloitte Consulting, LLP

Name of the Bidder Deloitte Consulting, LLP

[redacted]

[redacted]

Reference Letter for Case Study 1: [redacted]

[redacted]

ANDREW M. CUOMO
Governor

[redacted]

Re: Reference Letter for Deloitte Consulting, LLP

Name of the Bidder	[redacted]
Name of Engagement **Name of the Client**	
Client Business Address	
Client Contact **Brief description of type and scope of services of the agreement** **Engagement dates**	
Quality of the work performed during the engagement	

[redacted]

Reference Letter for Case Study 2: [redacted]

[redacted]

Re: Reference Letter for Deloitte Consulting, LLP
Name of the Bidder Deloitte Consulting, LLP

[redacted]

[redacted]

[redacted]

Reference Letter for proposed Engagement Partner: [redacted]

[redacted]

June 5, 2019

To Whom it May Concern:

[redacted]

Sincerely,

[redacted]

Reference Letter for proposed Project Manager: [redacted]

[redacted]

May 30, 2019

[redacted]

[redacted]

[redacted]

Appendix A – Staff Resumes (not subject to page count)

Overview

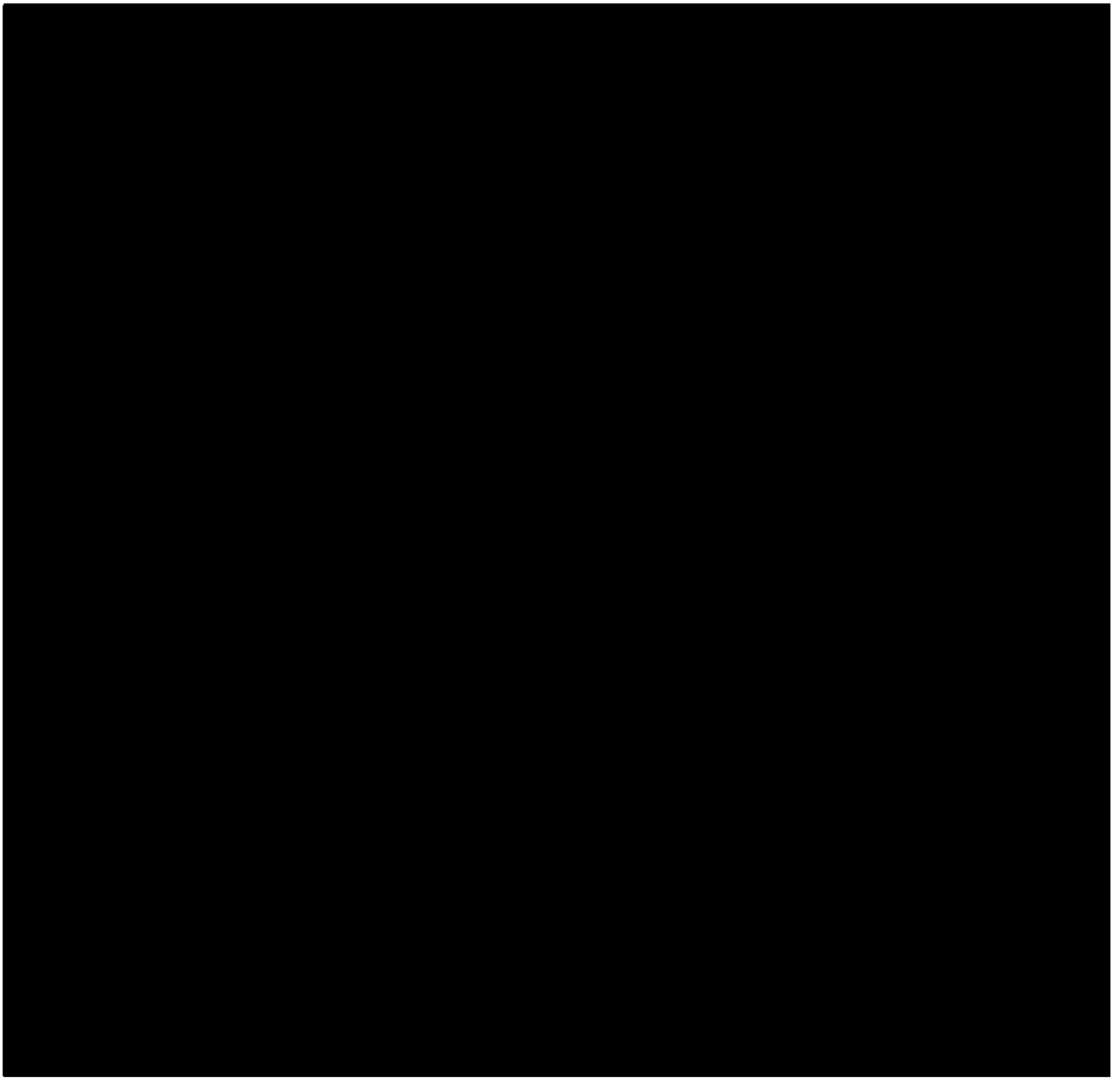
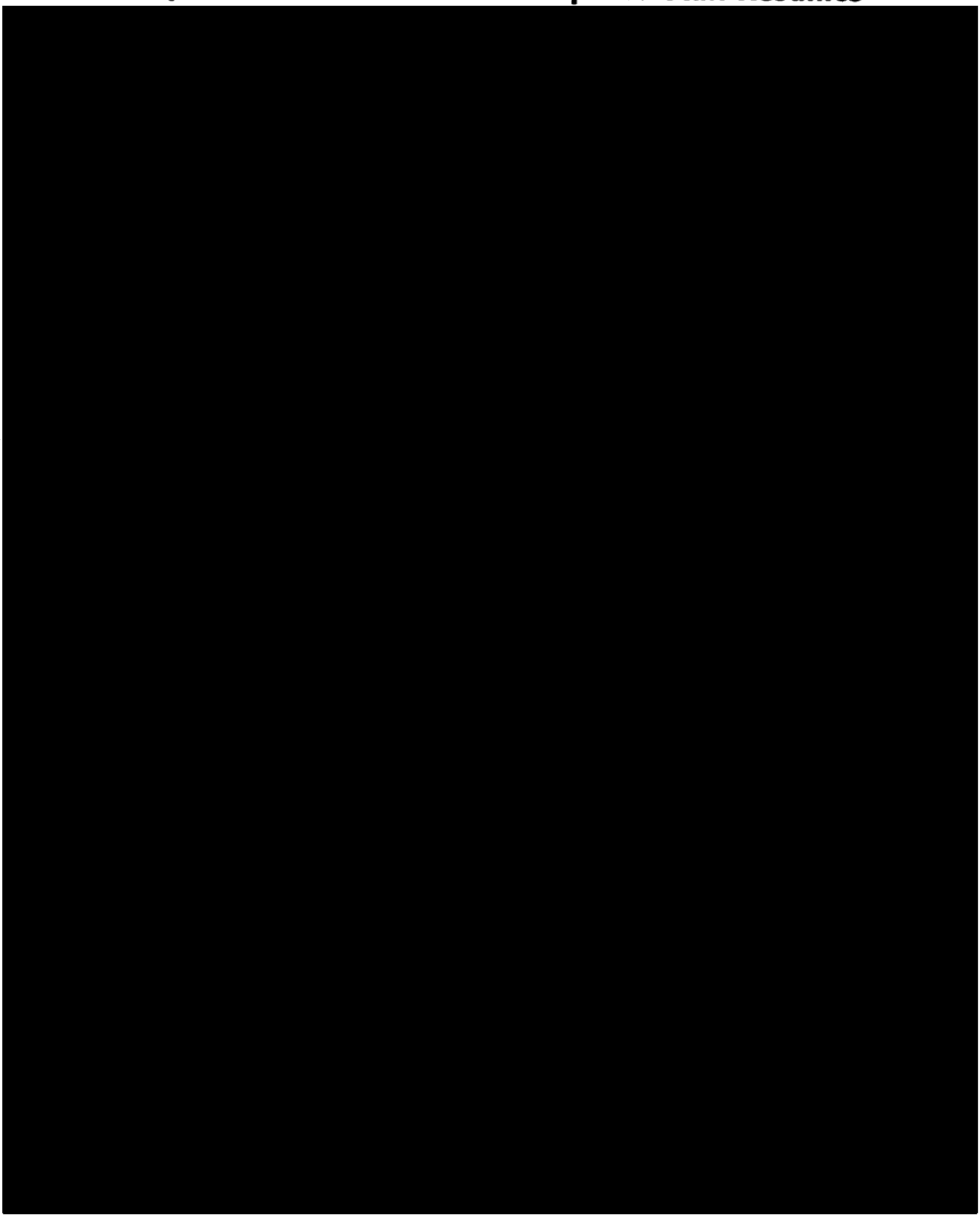
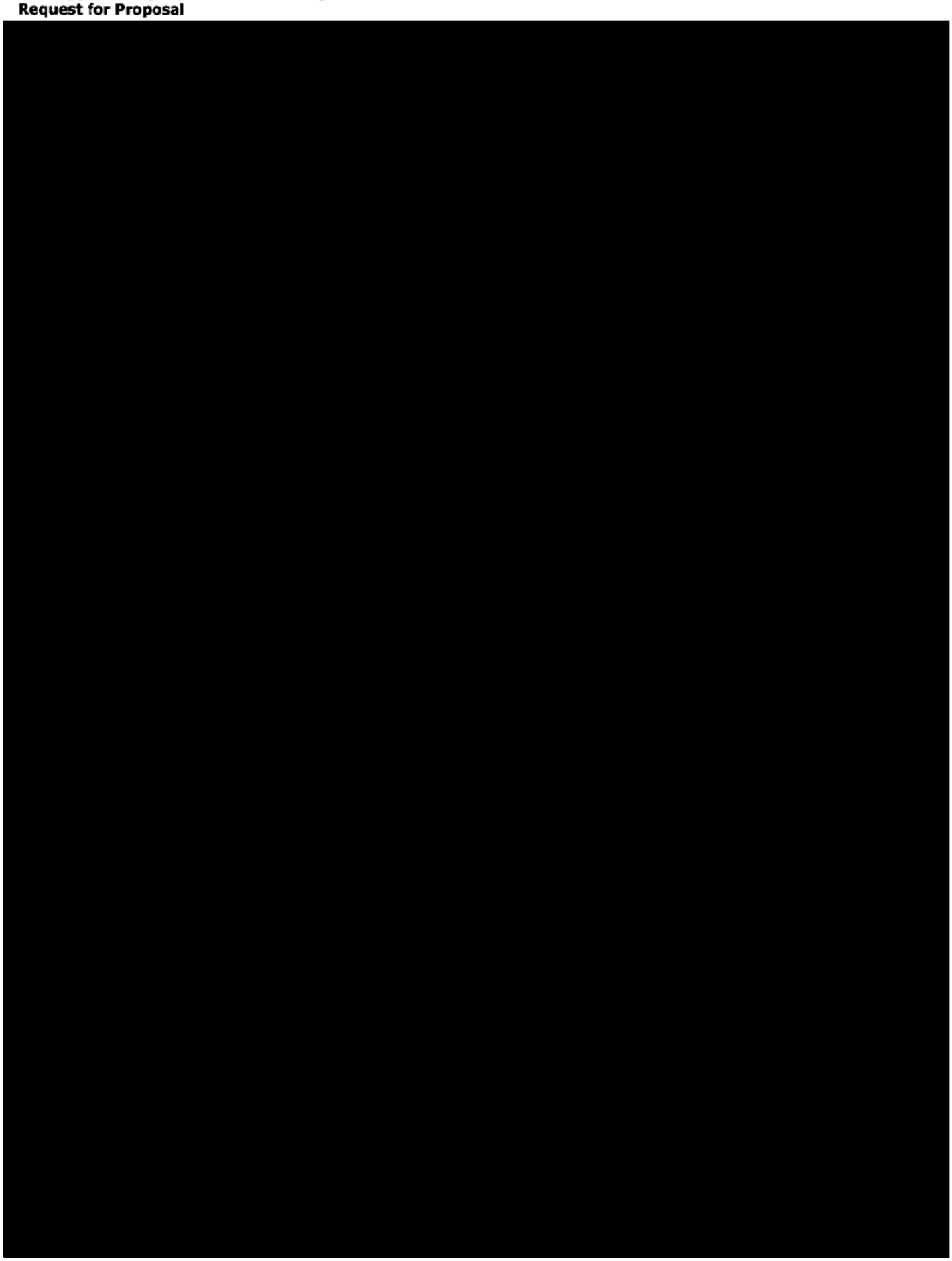
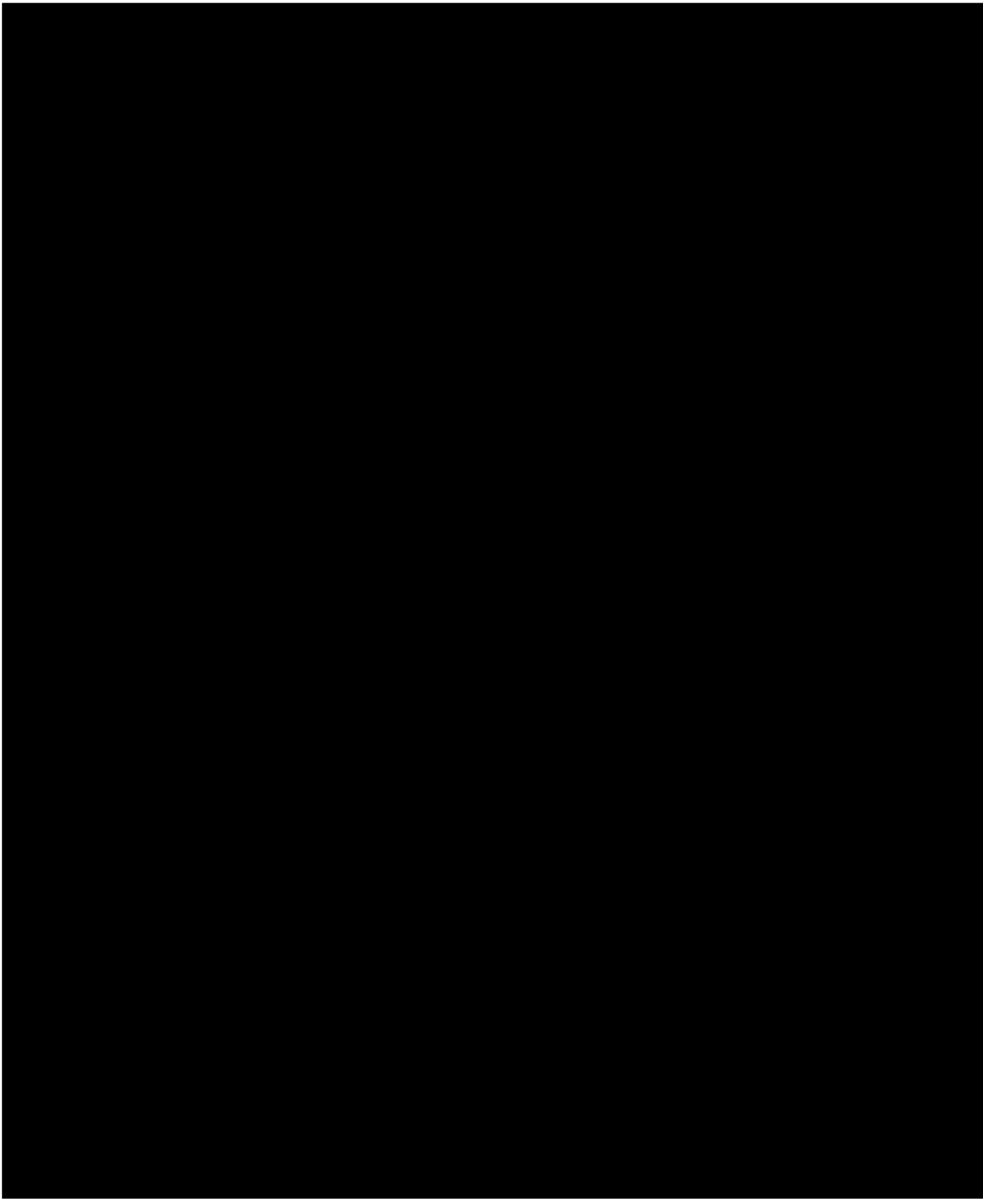


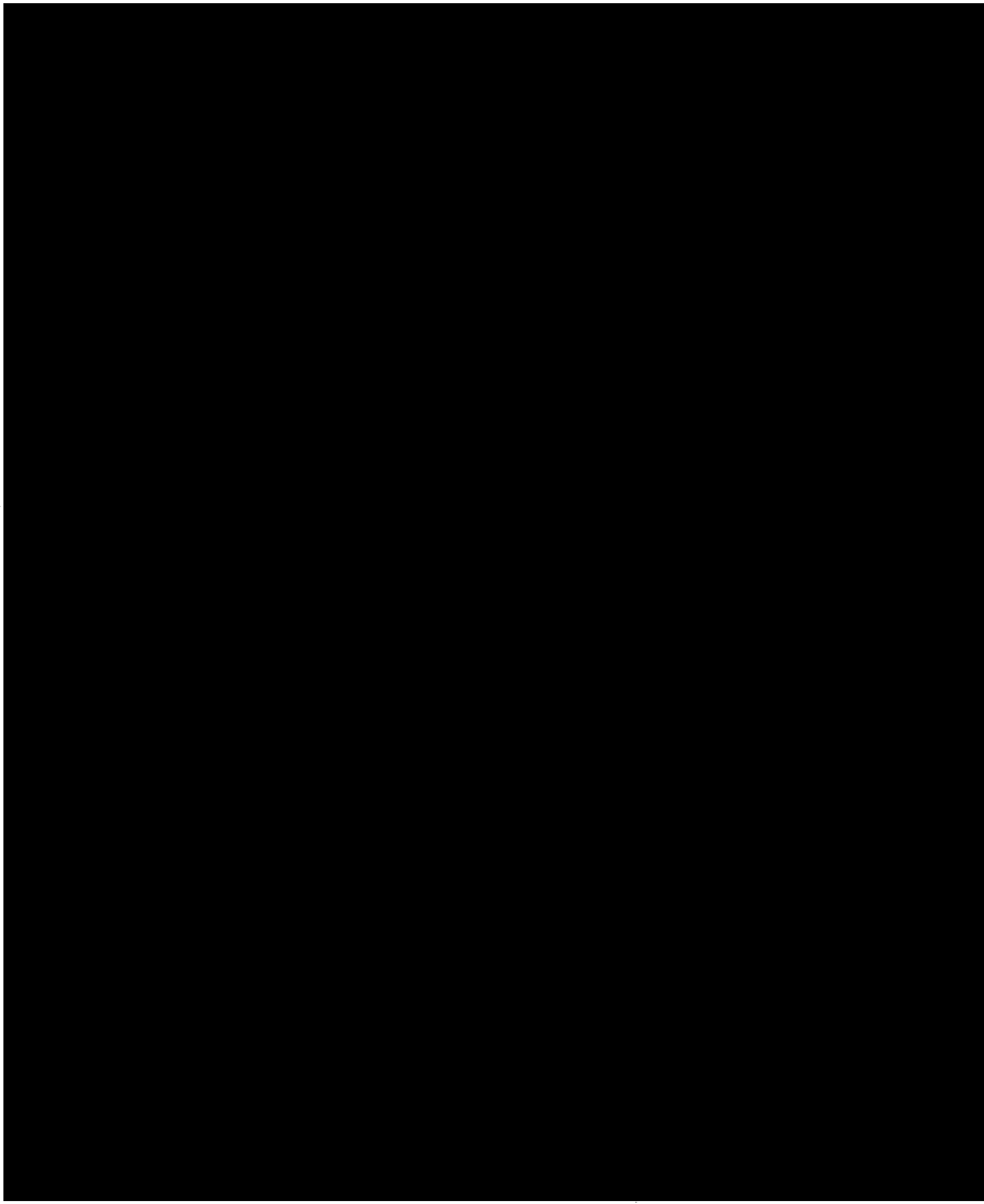
Figure 25. Our Core Staff and Other Proposed Staff.

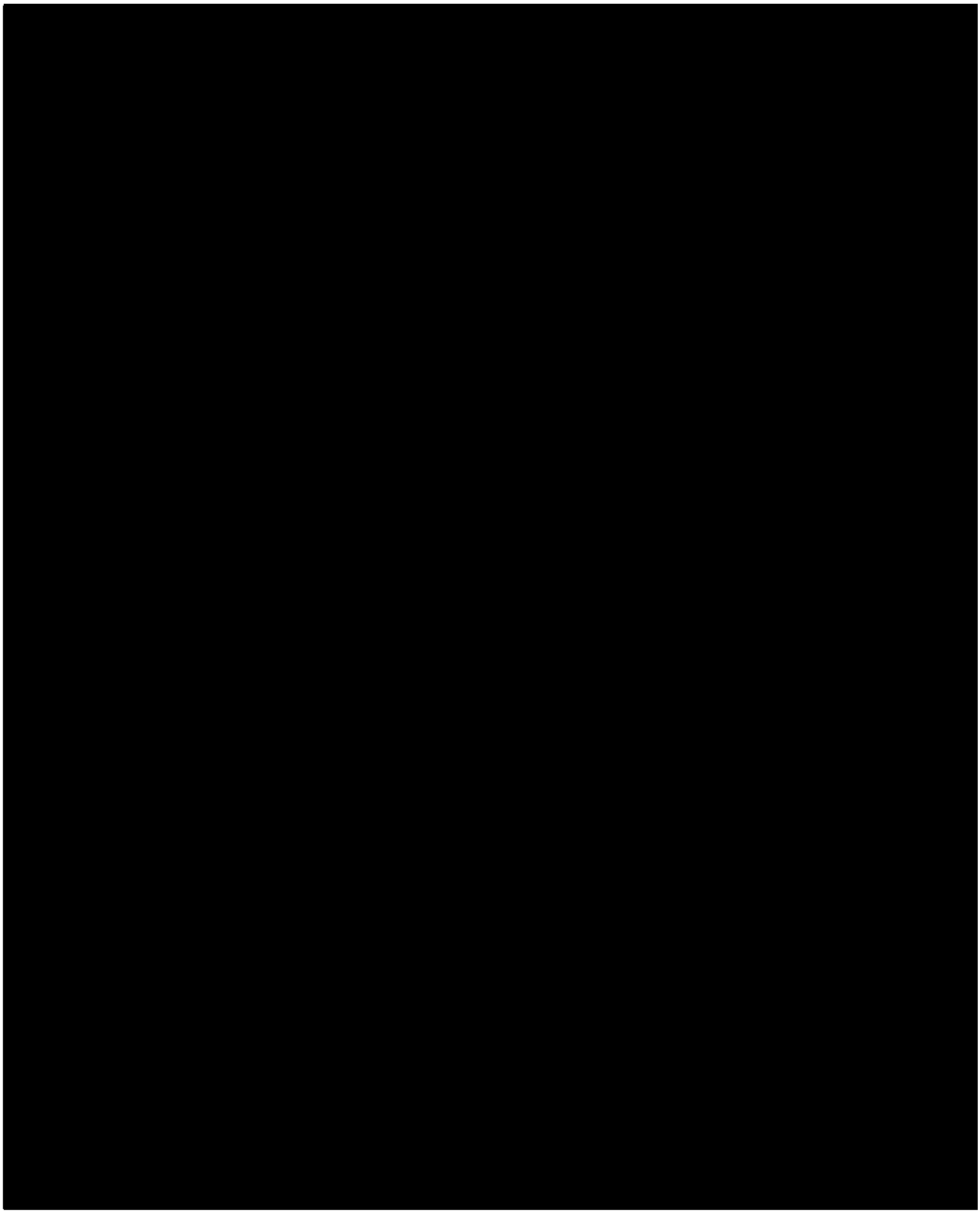
Summary of Core Staff and Other Proposed Staff Resumes

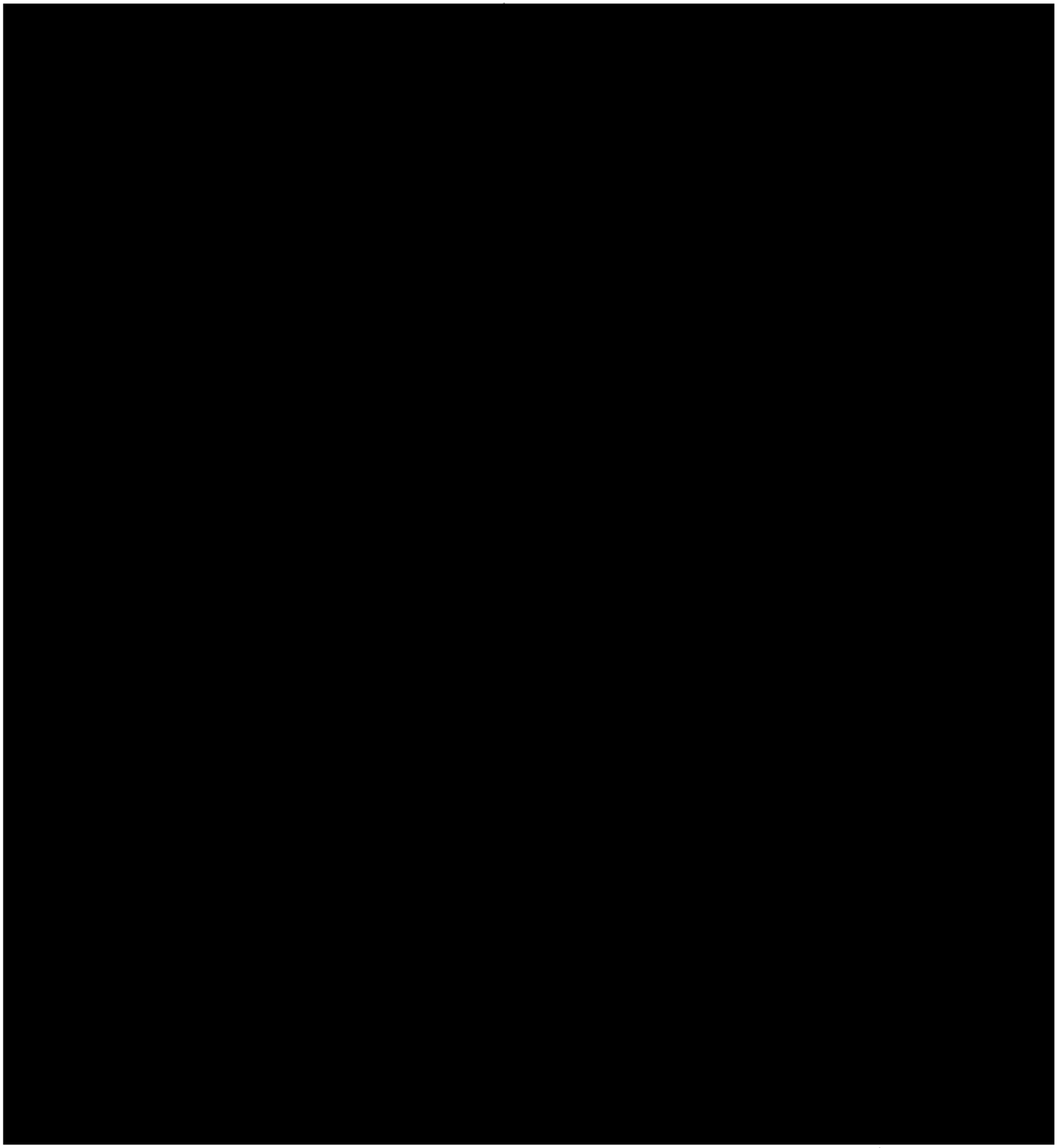


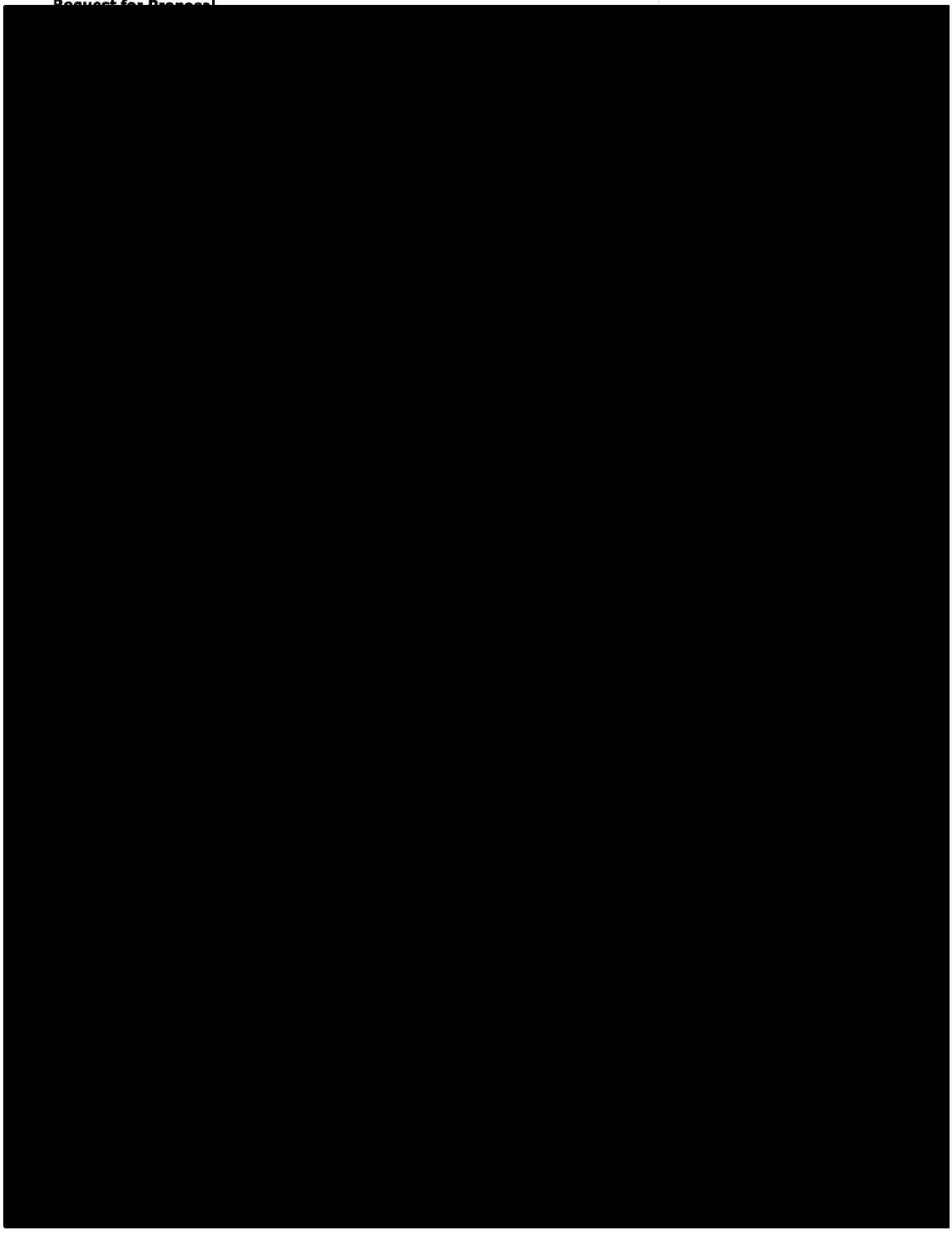


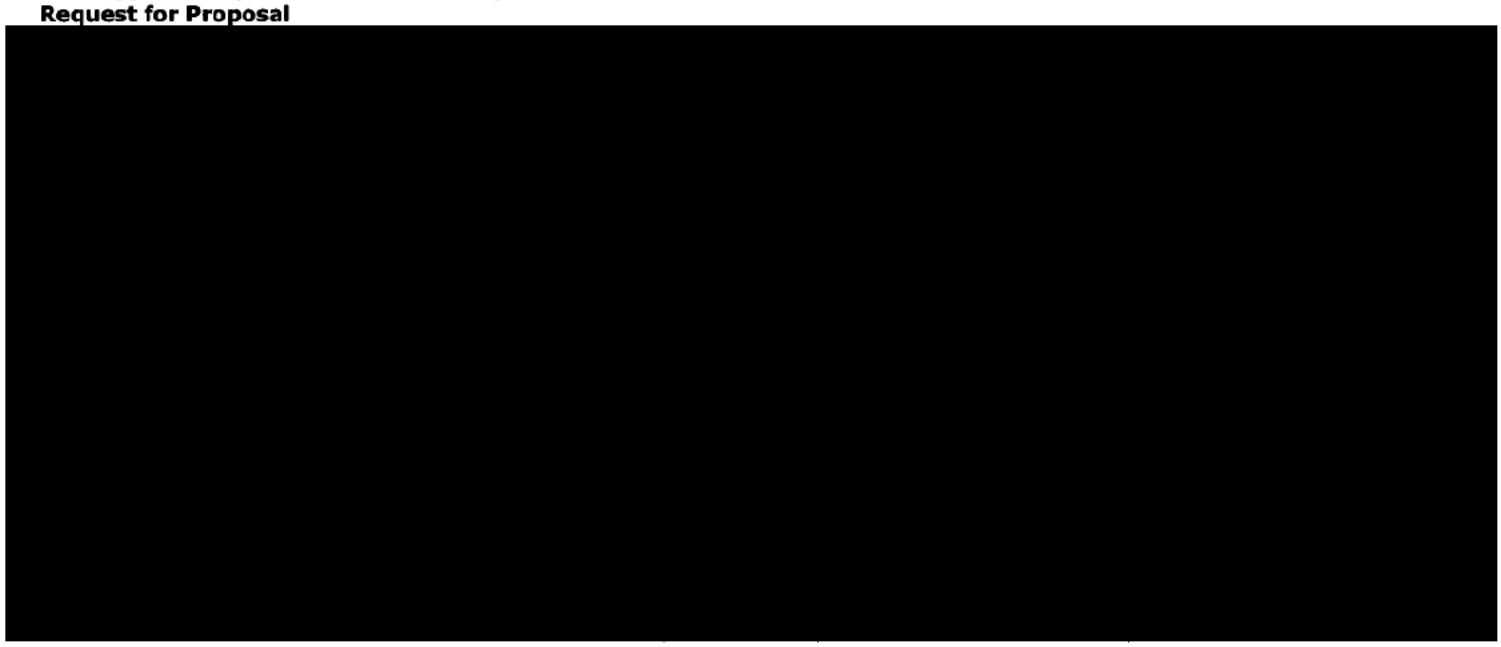


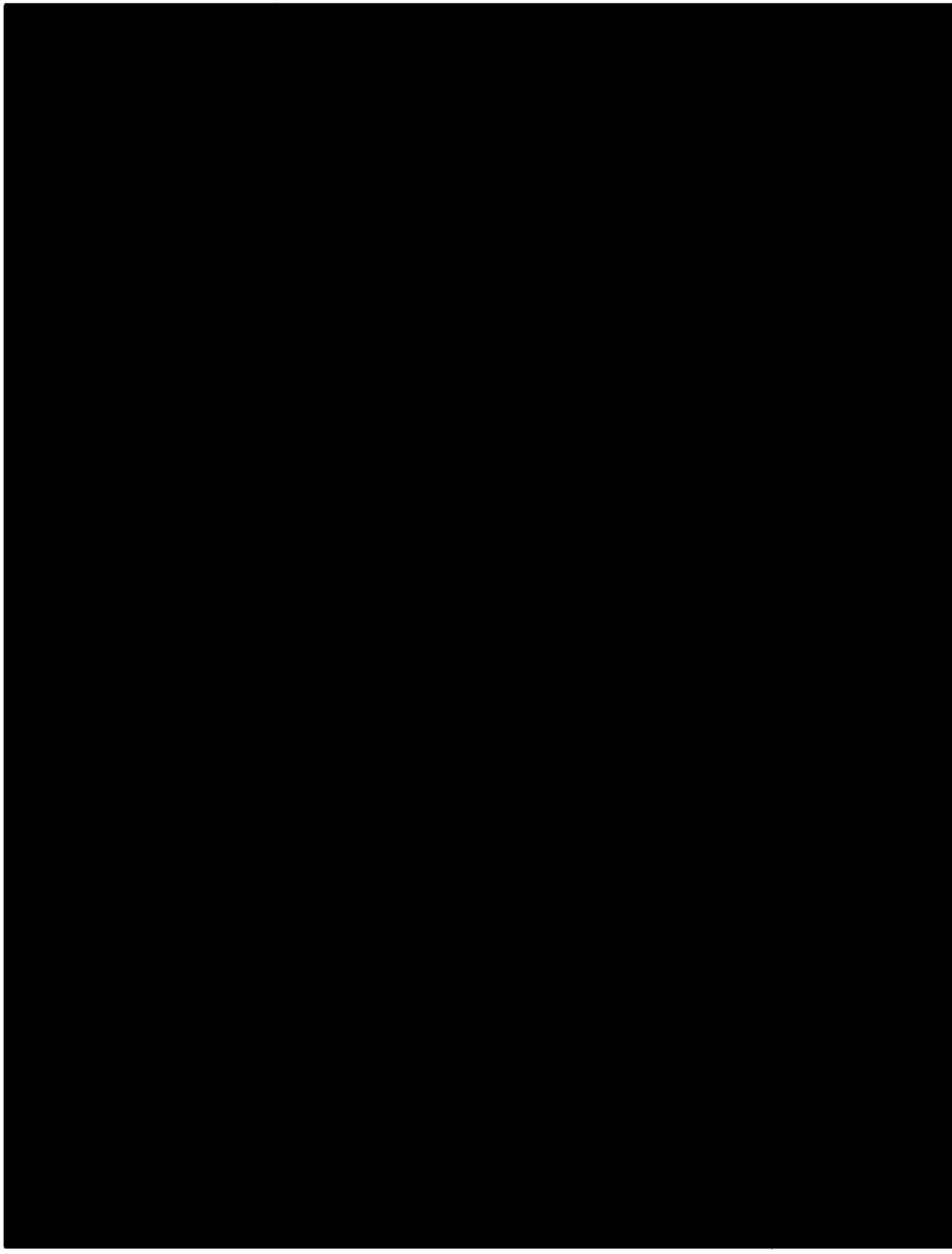


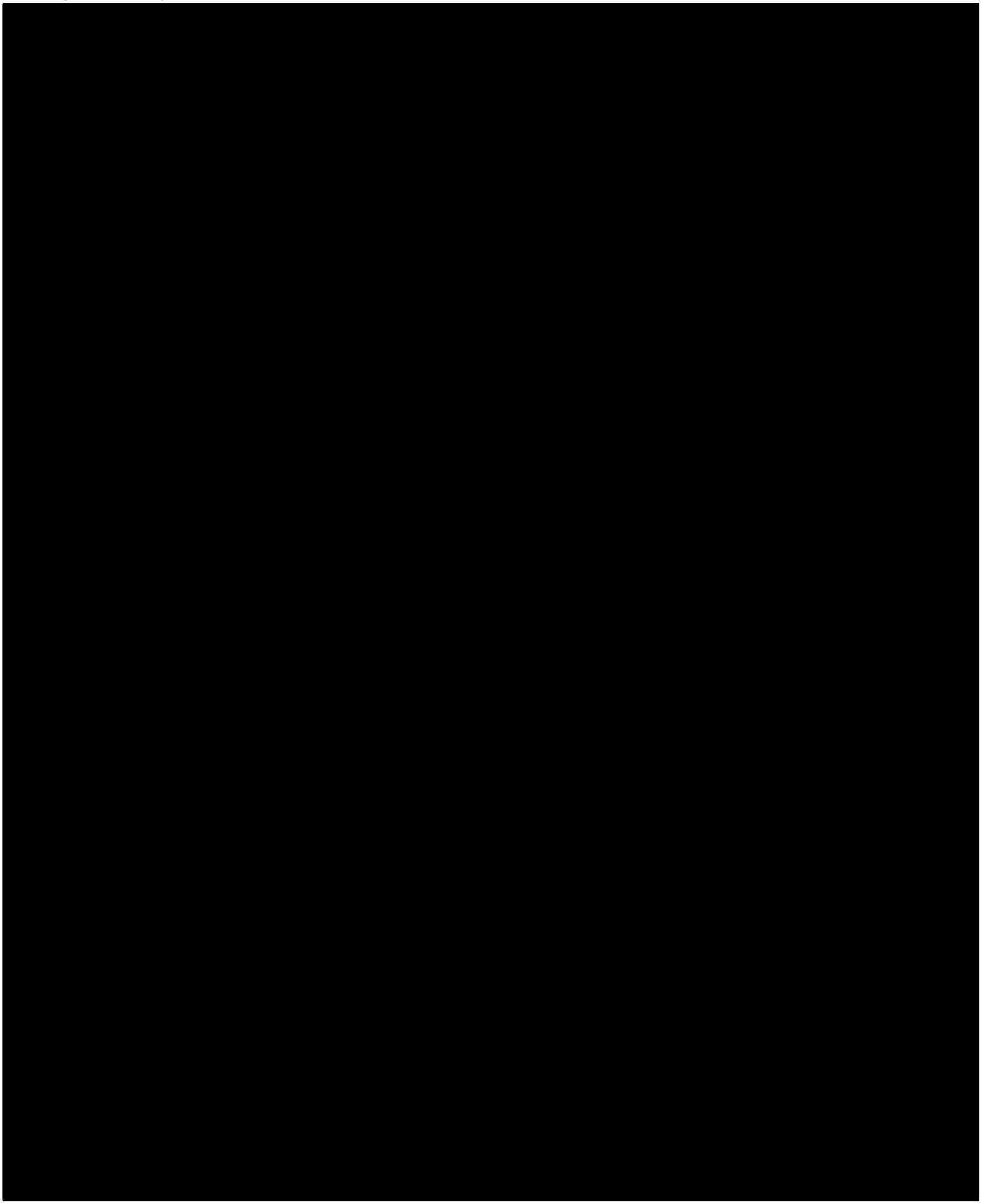












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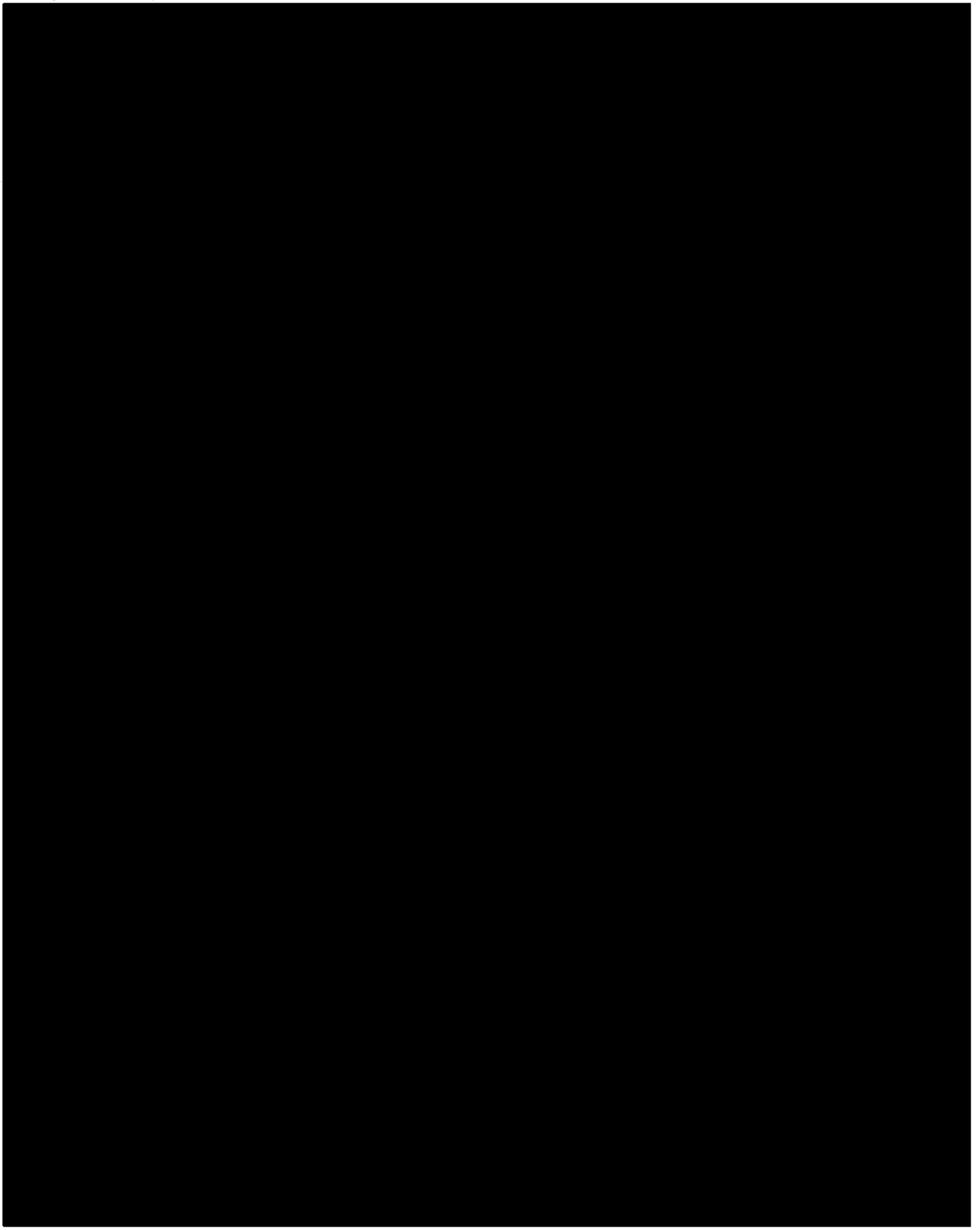
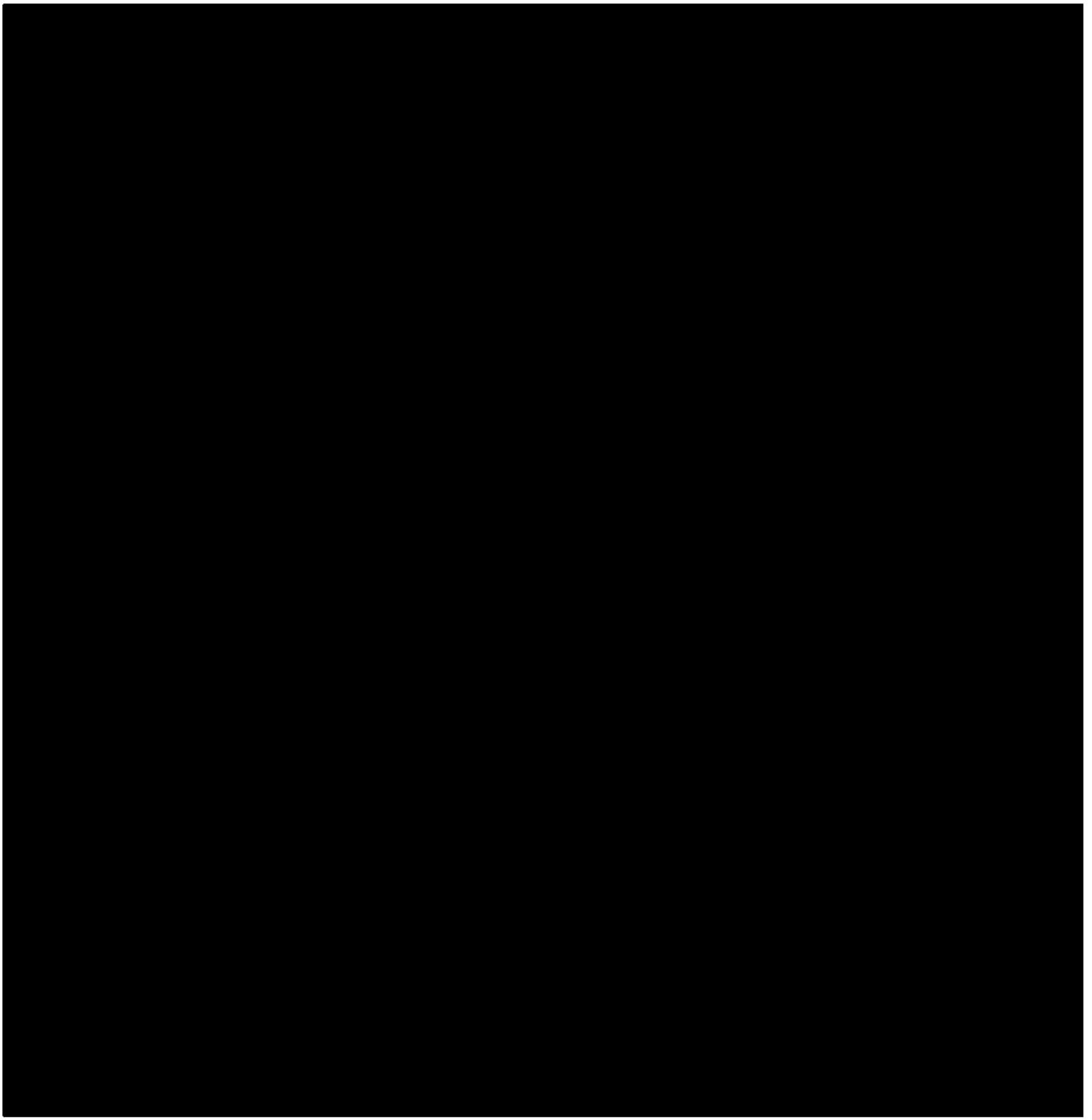
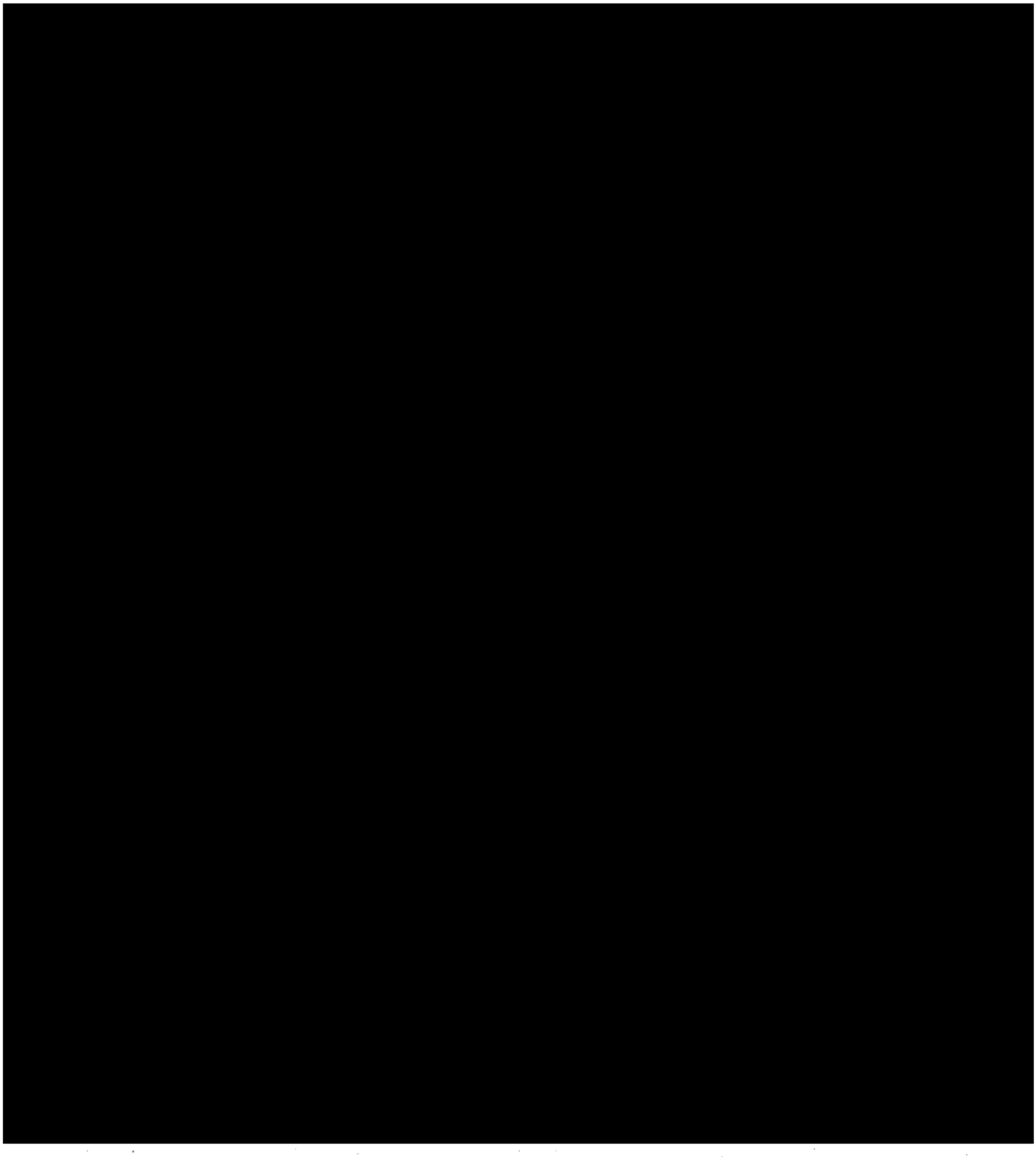
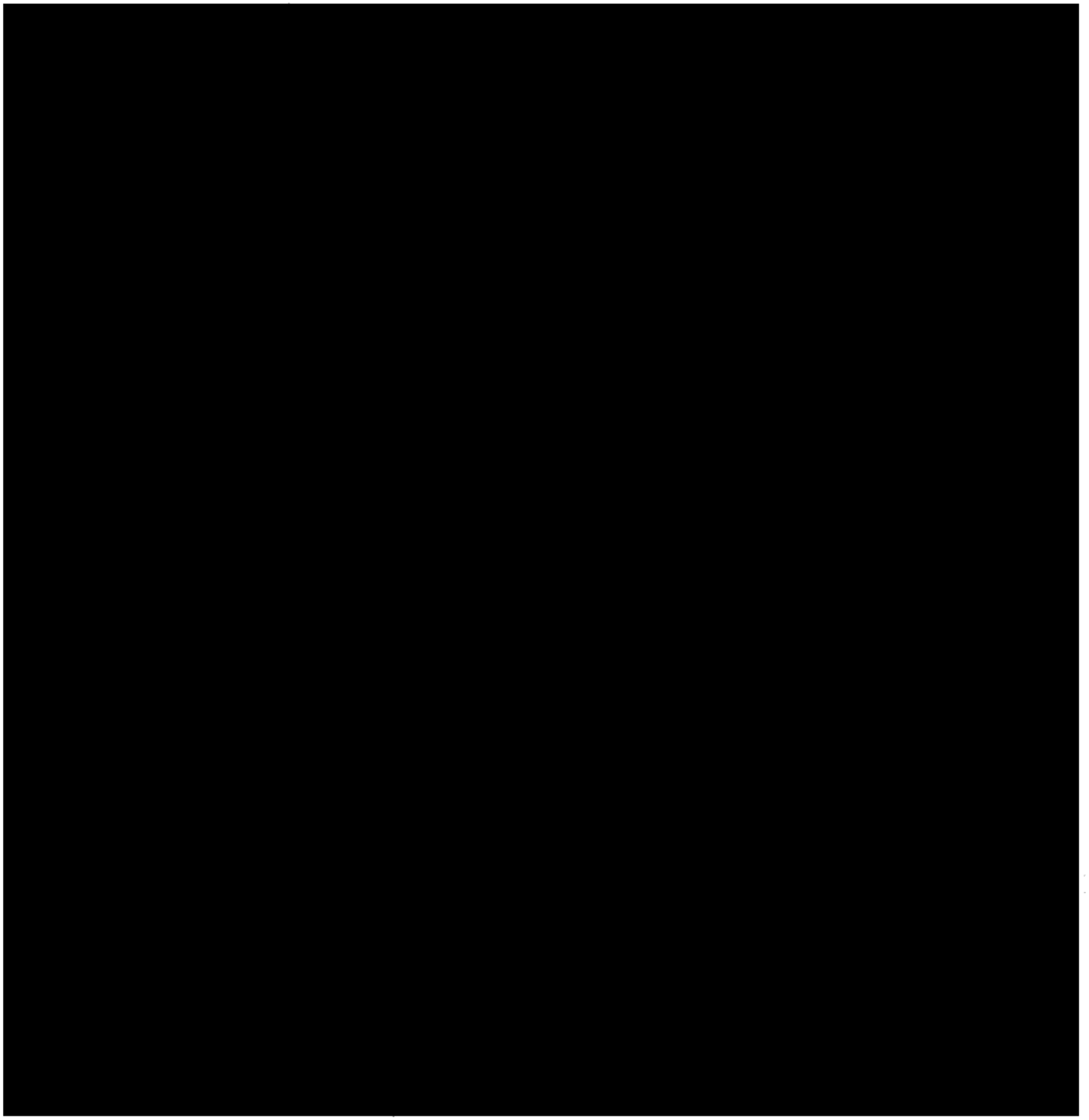
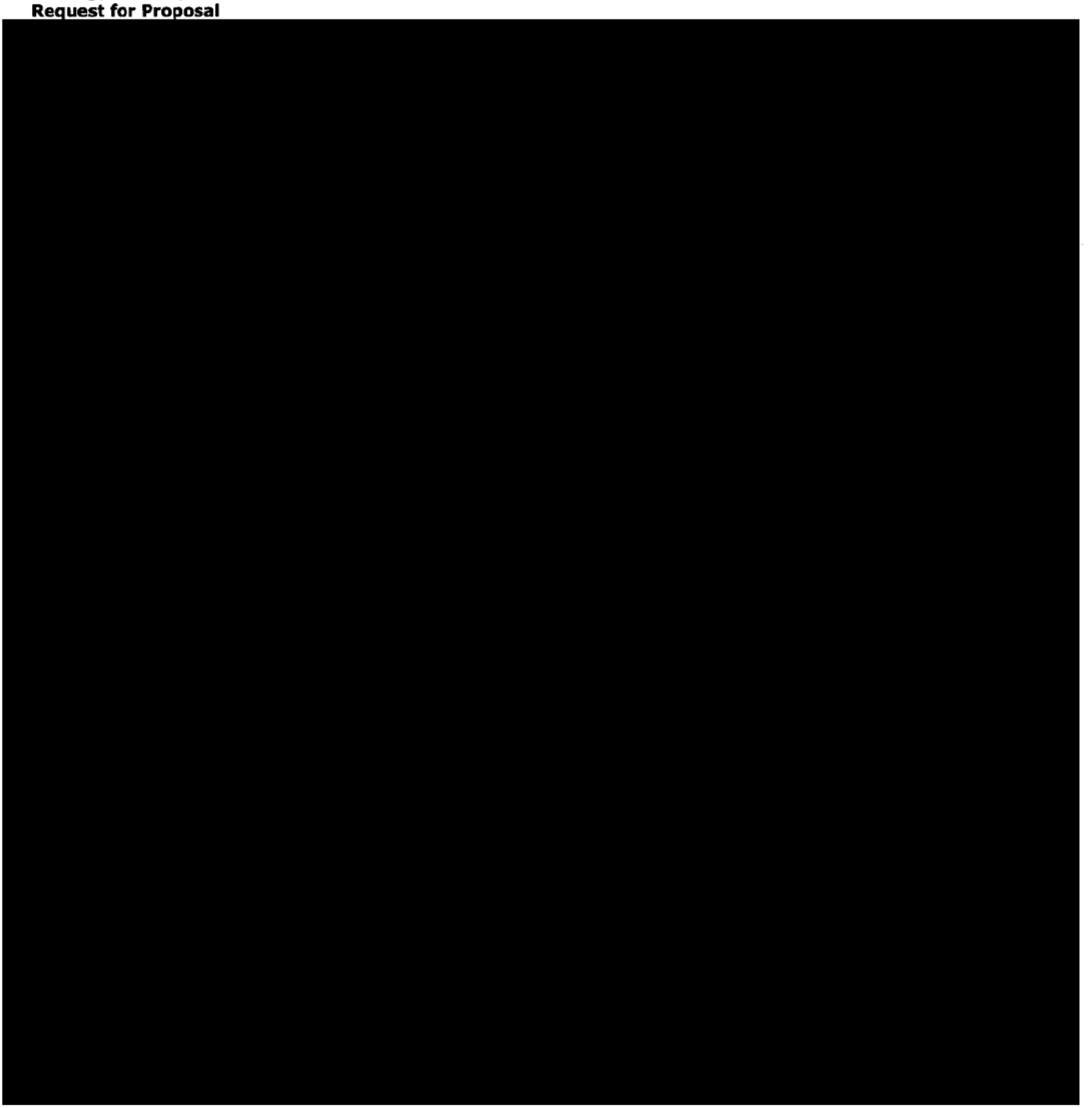


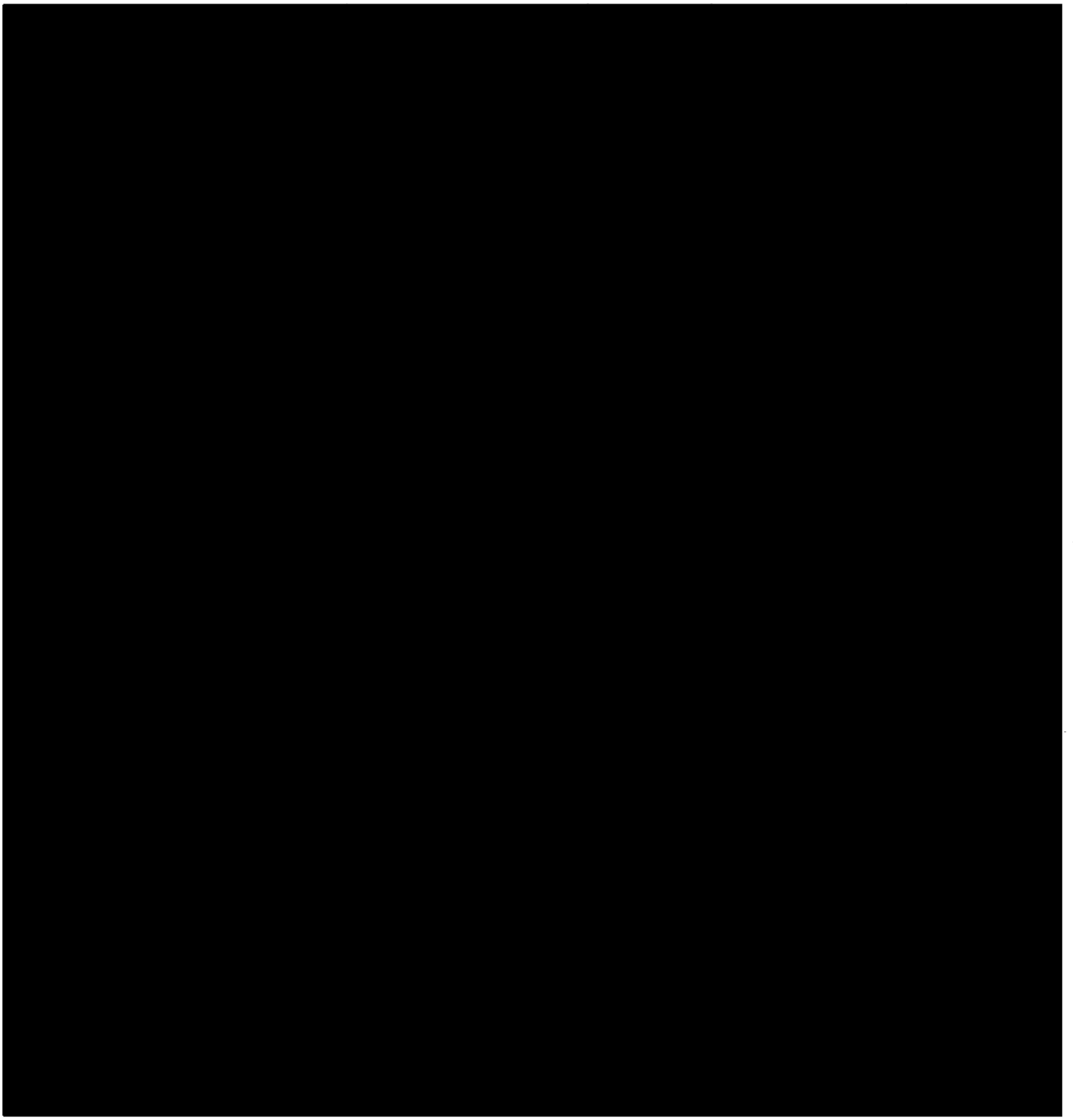


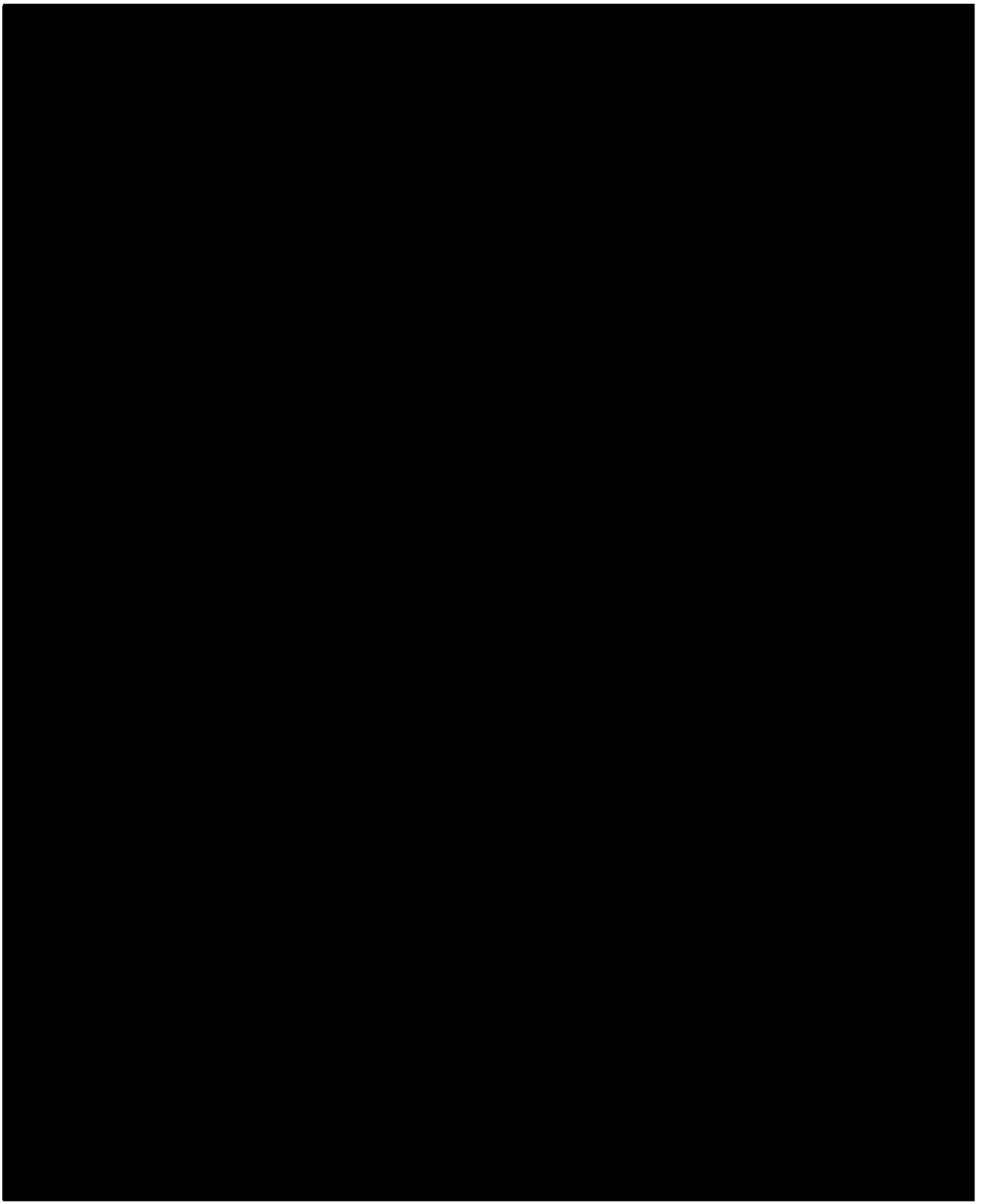


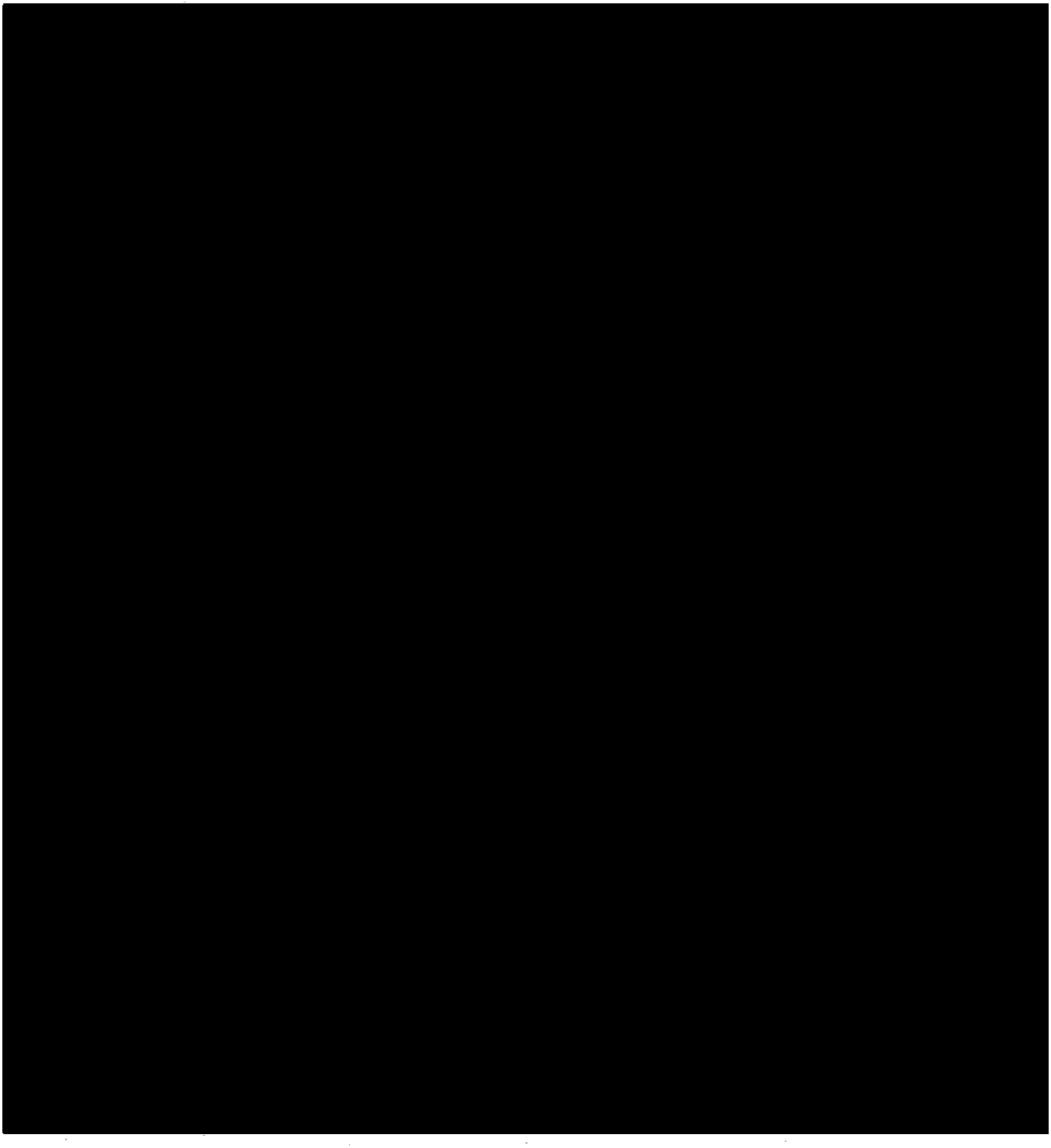


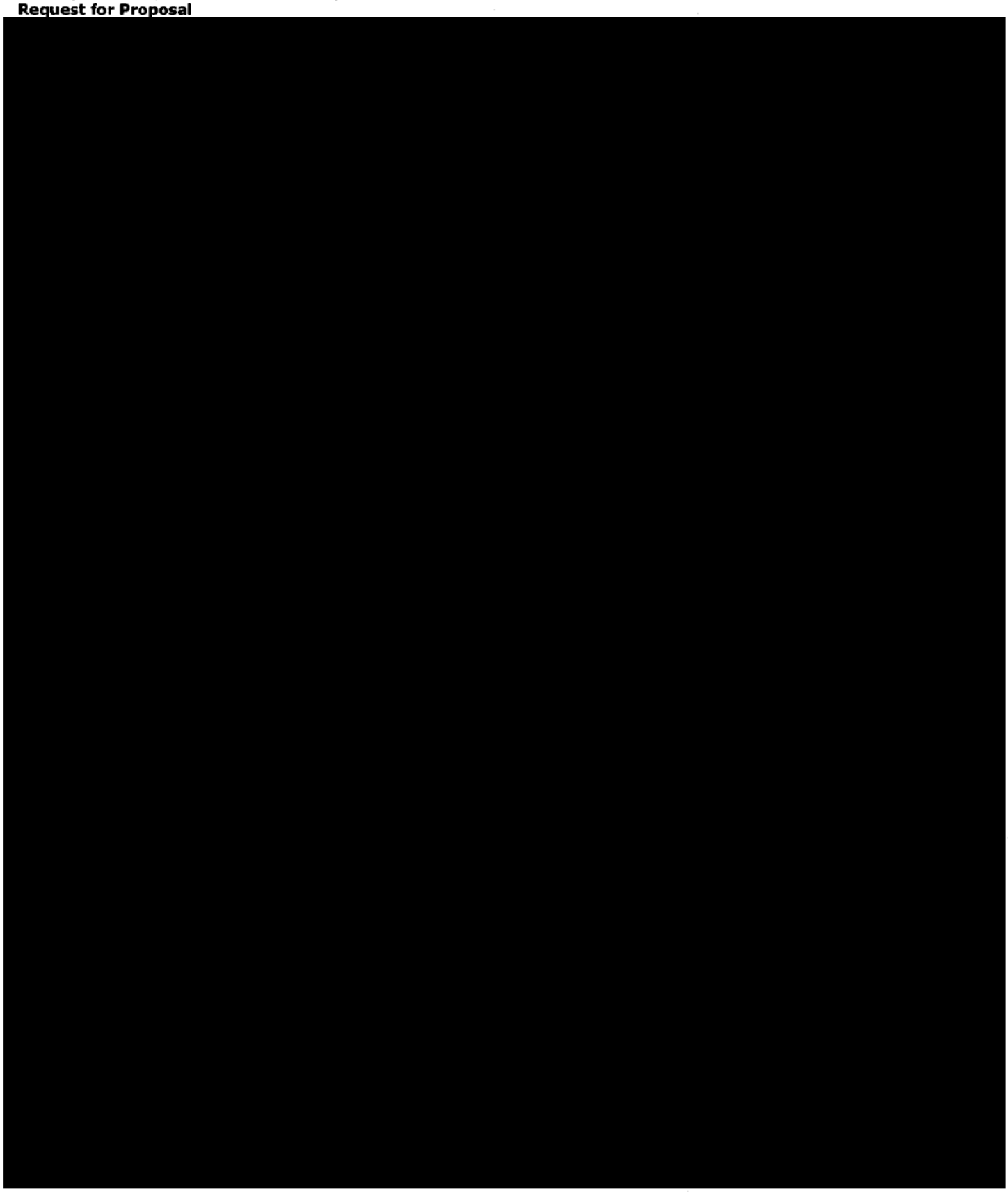


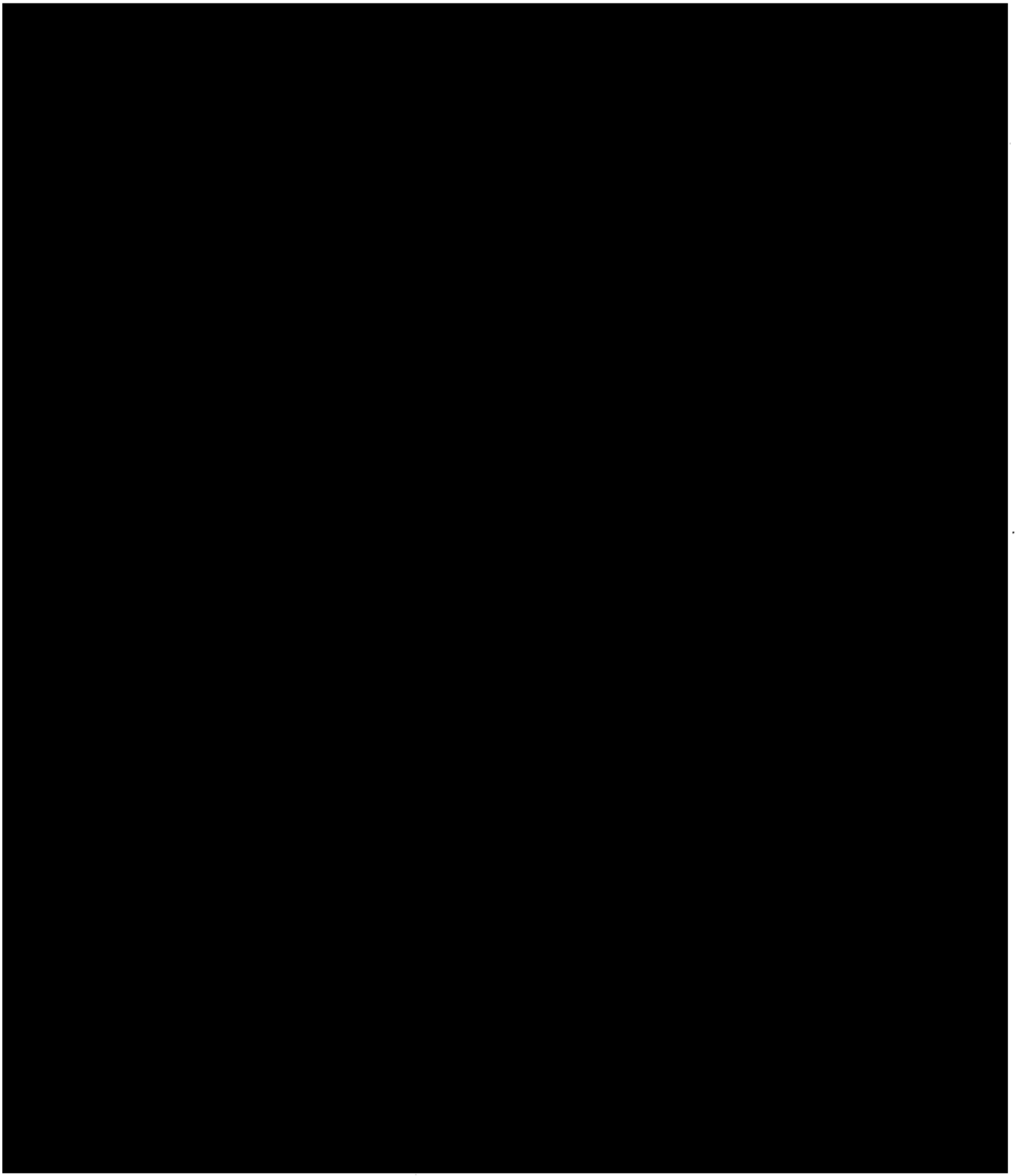
Other Proposed Team Resumes, representative of the practitioners we can bring to projects in NYS

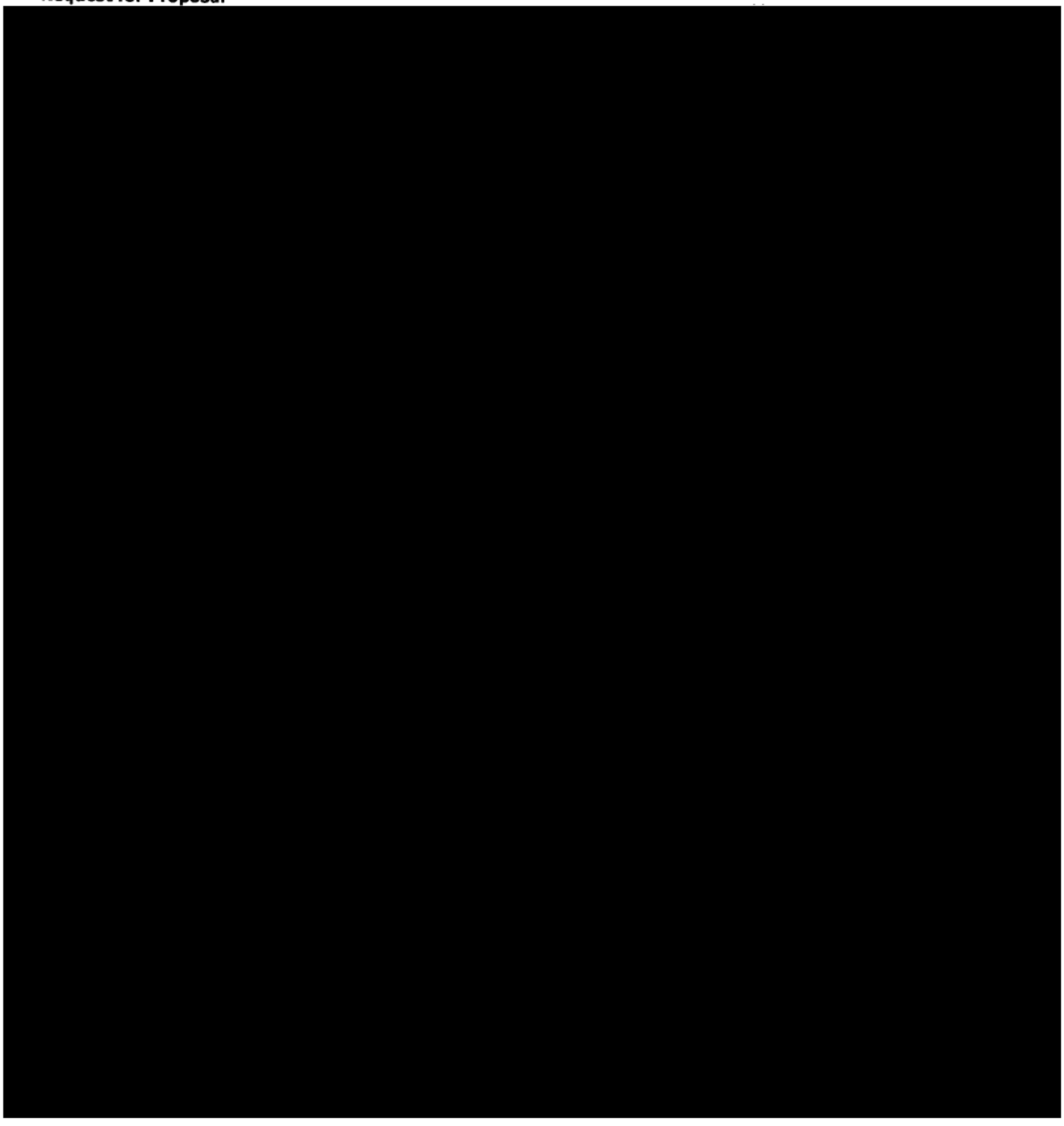












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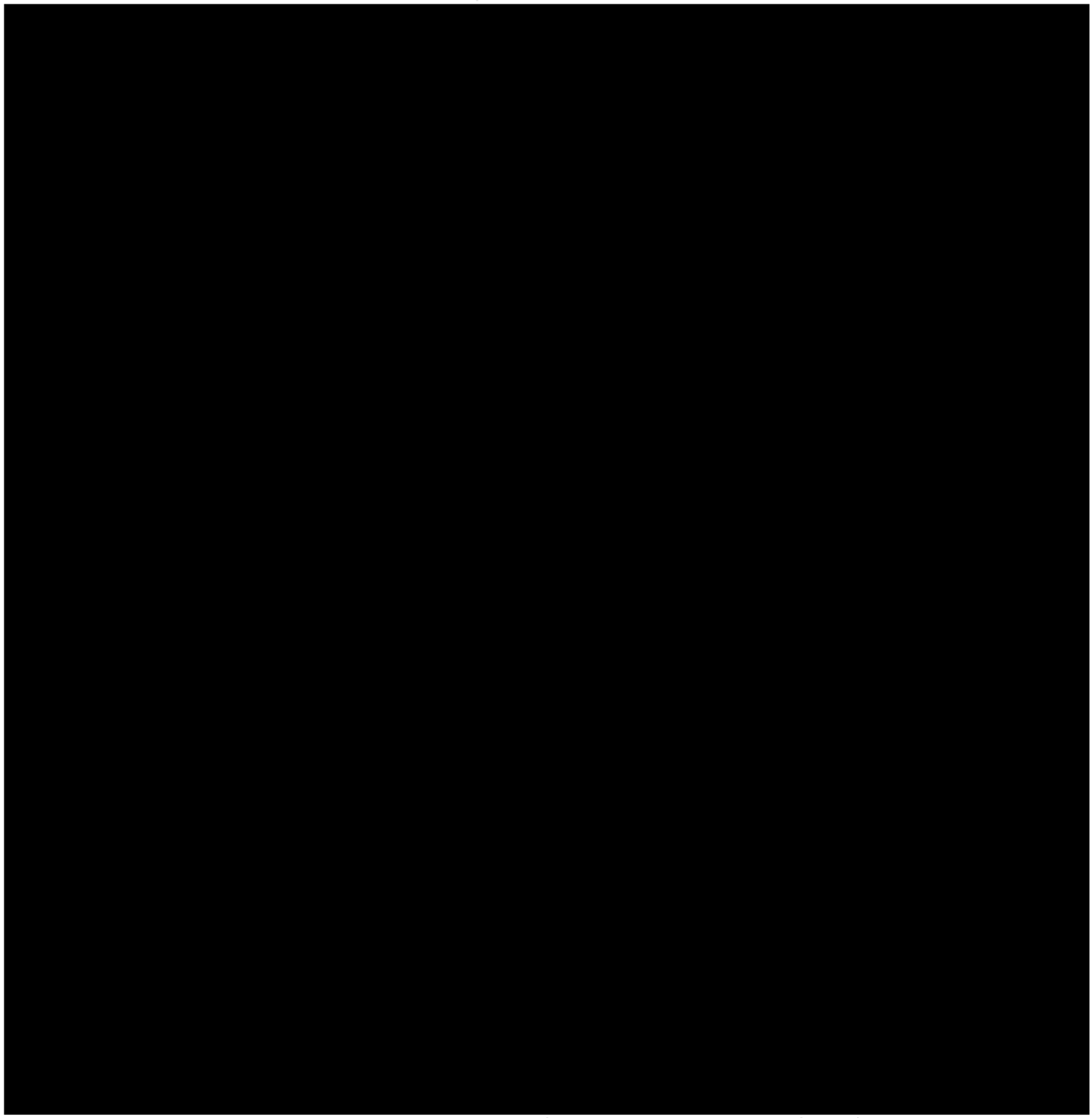

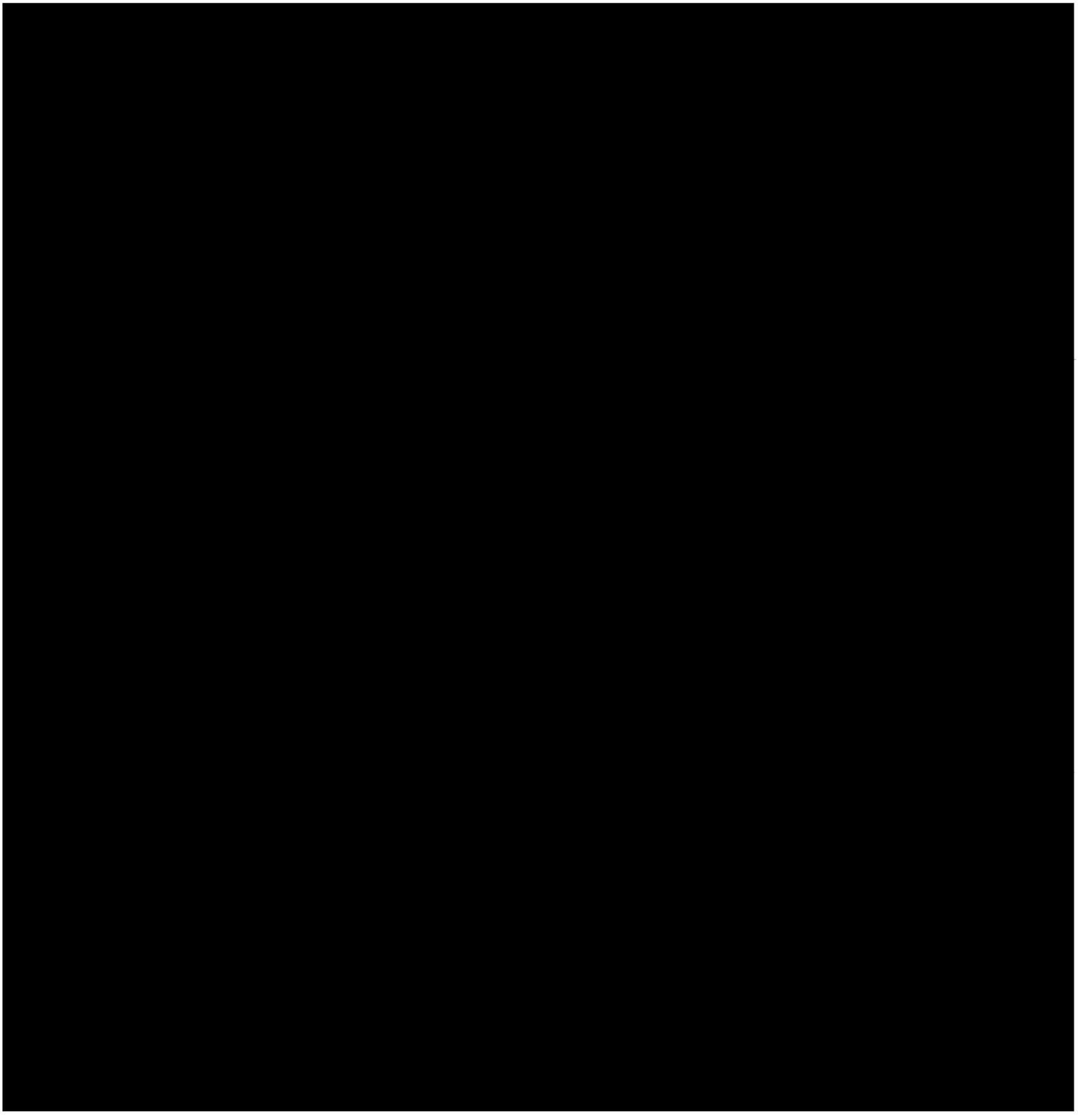

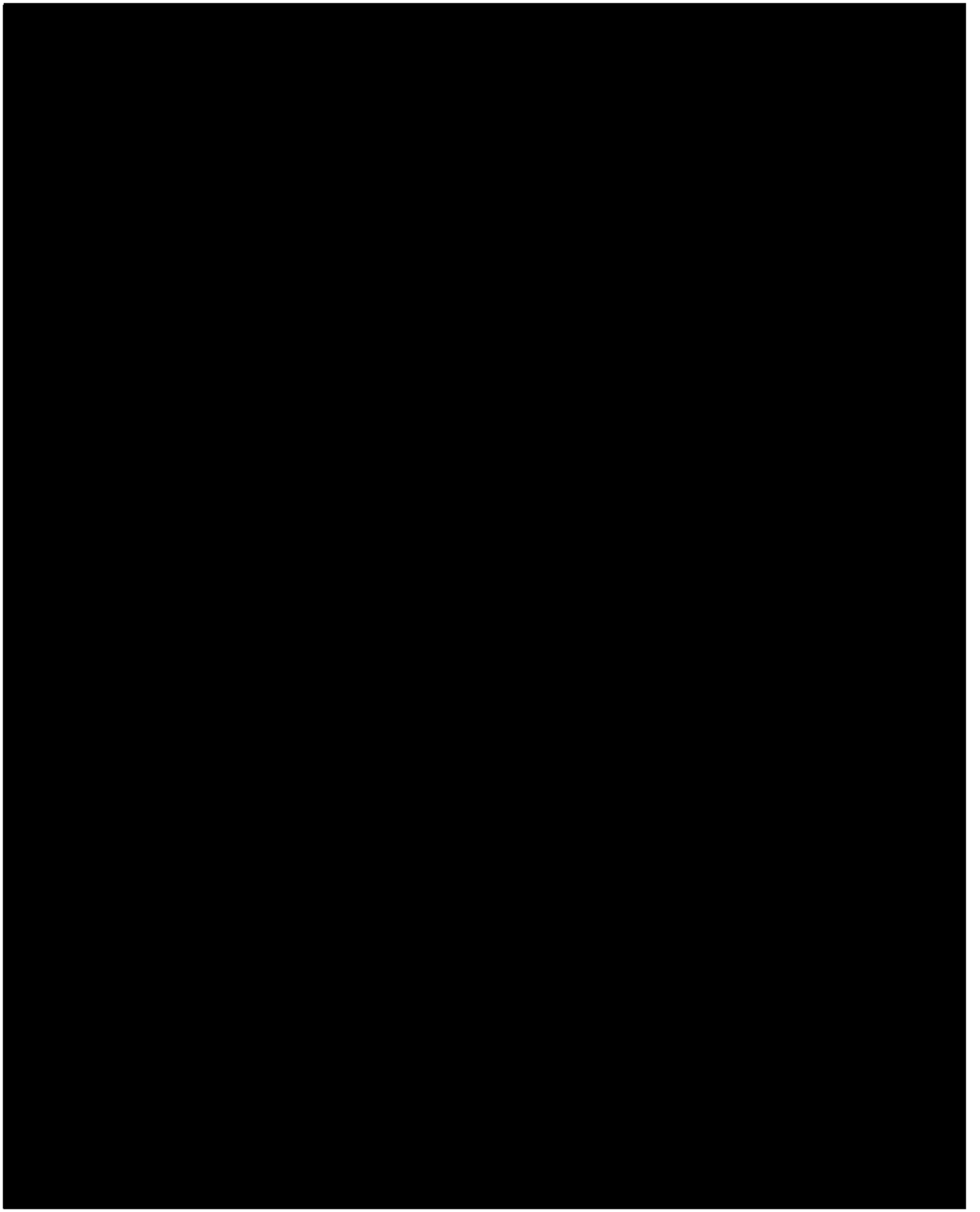

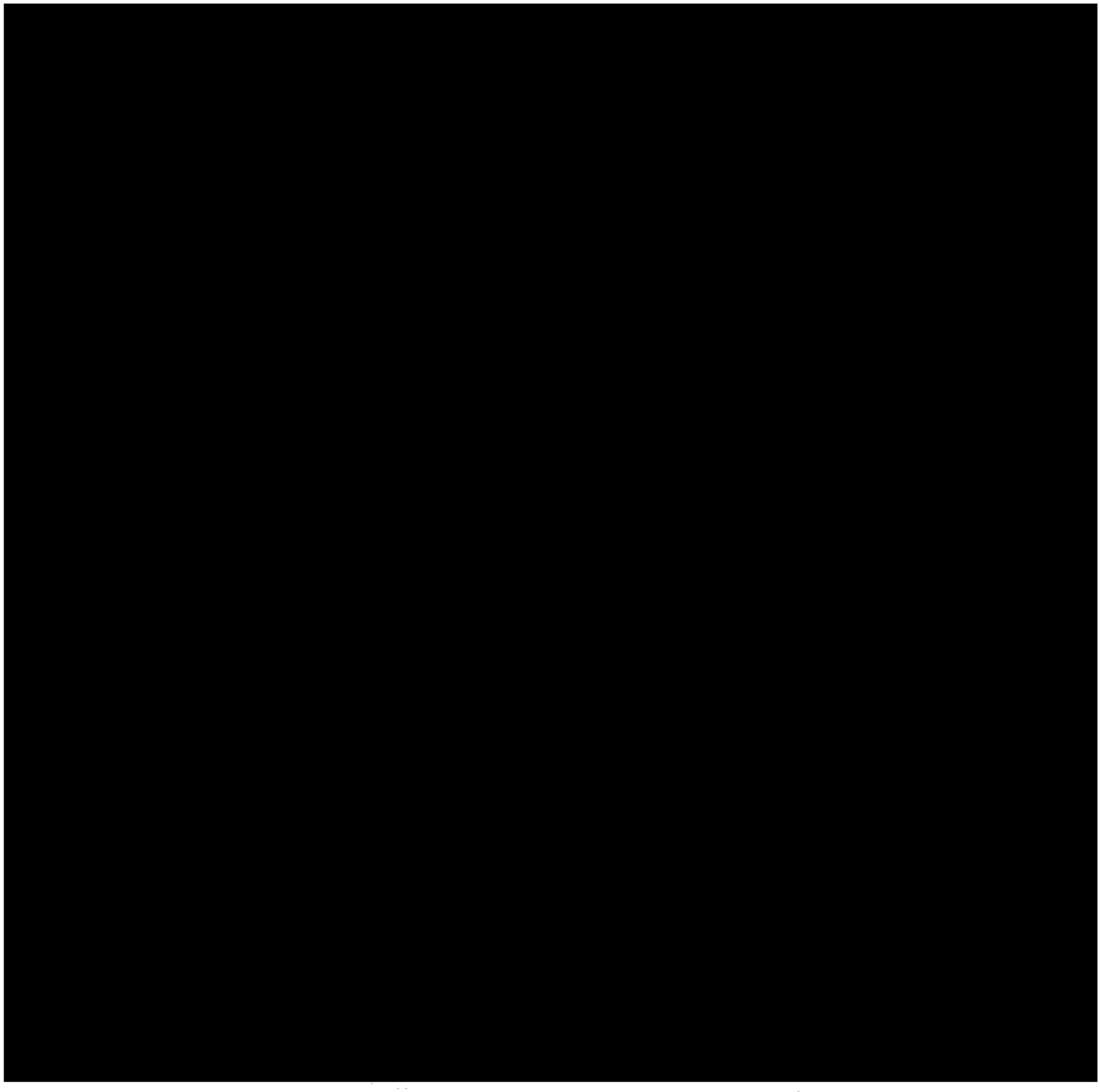

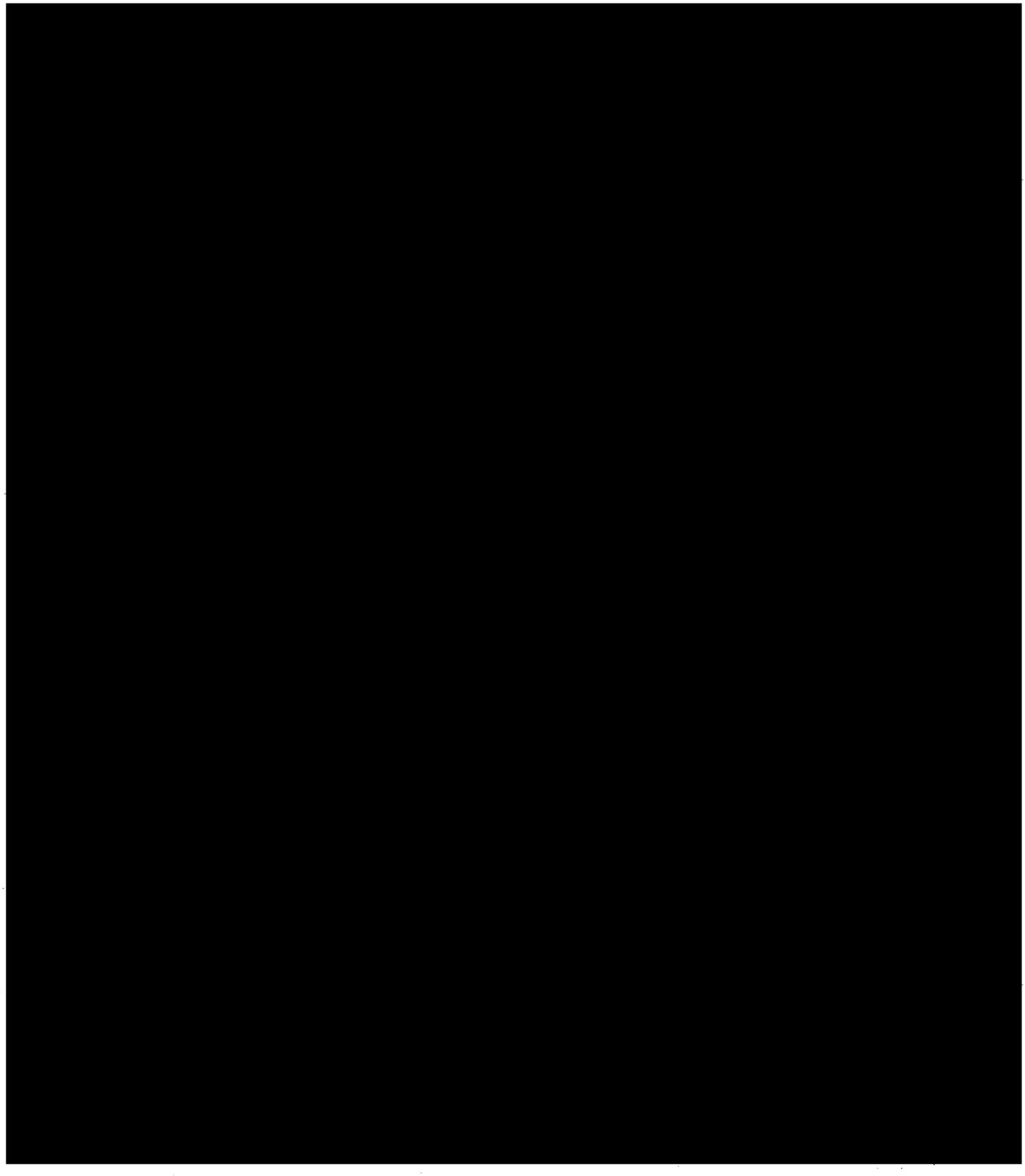

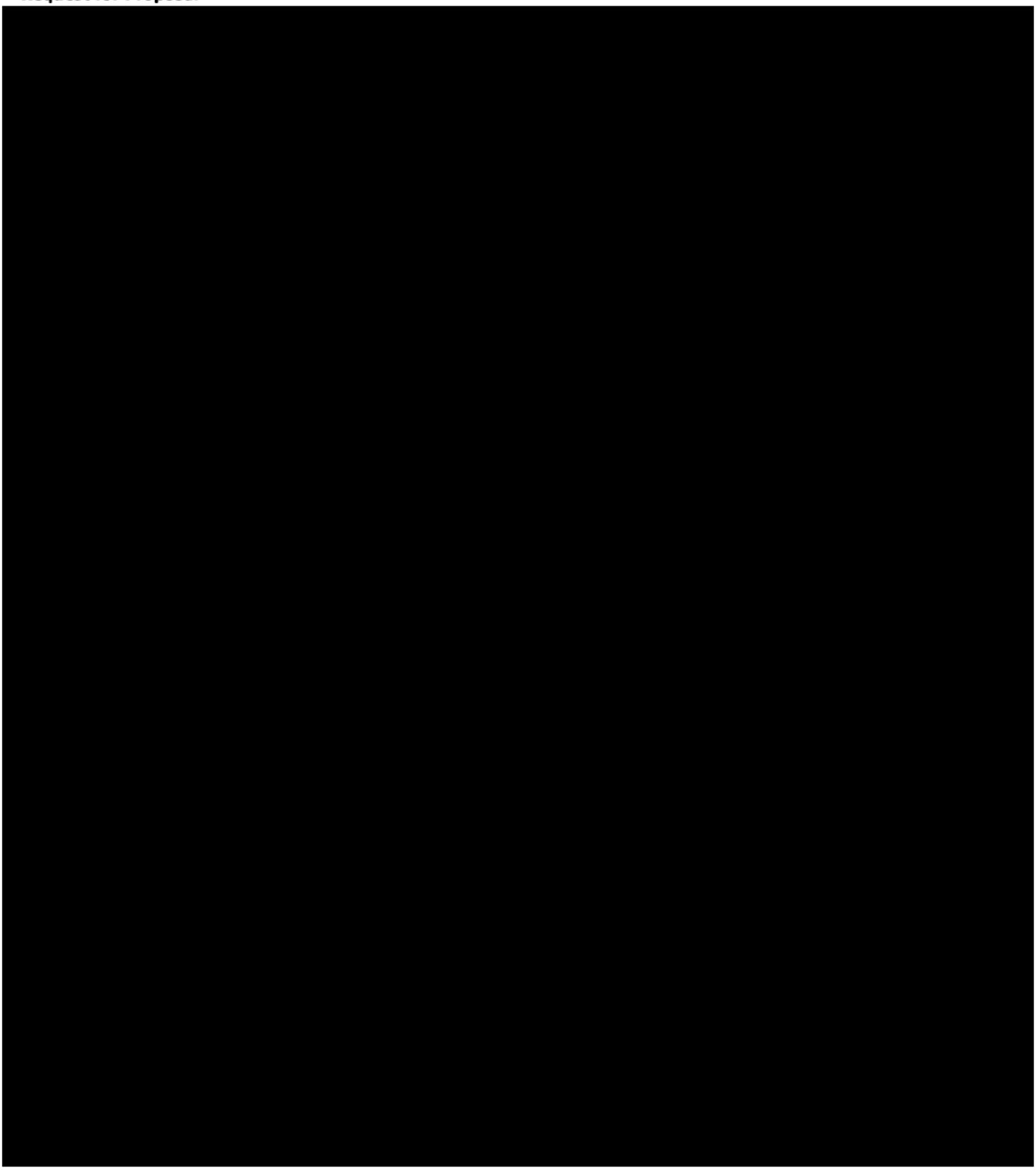

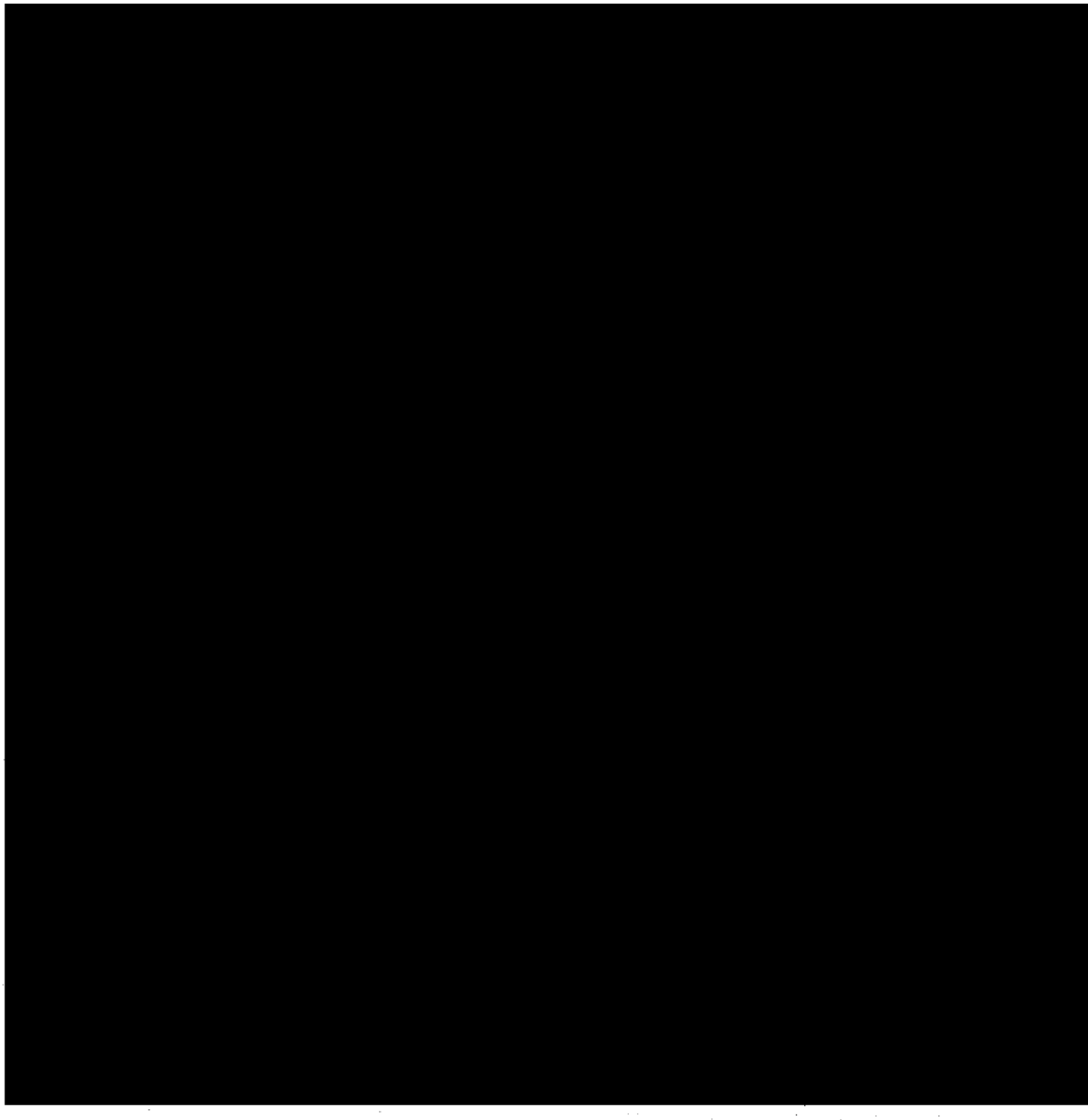

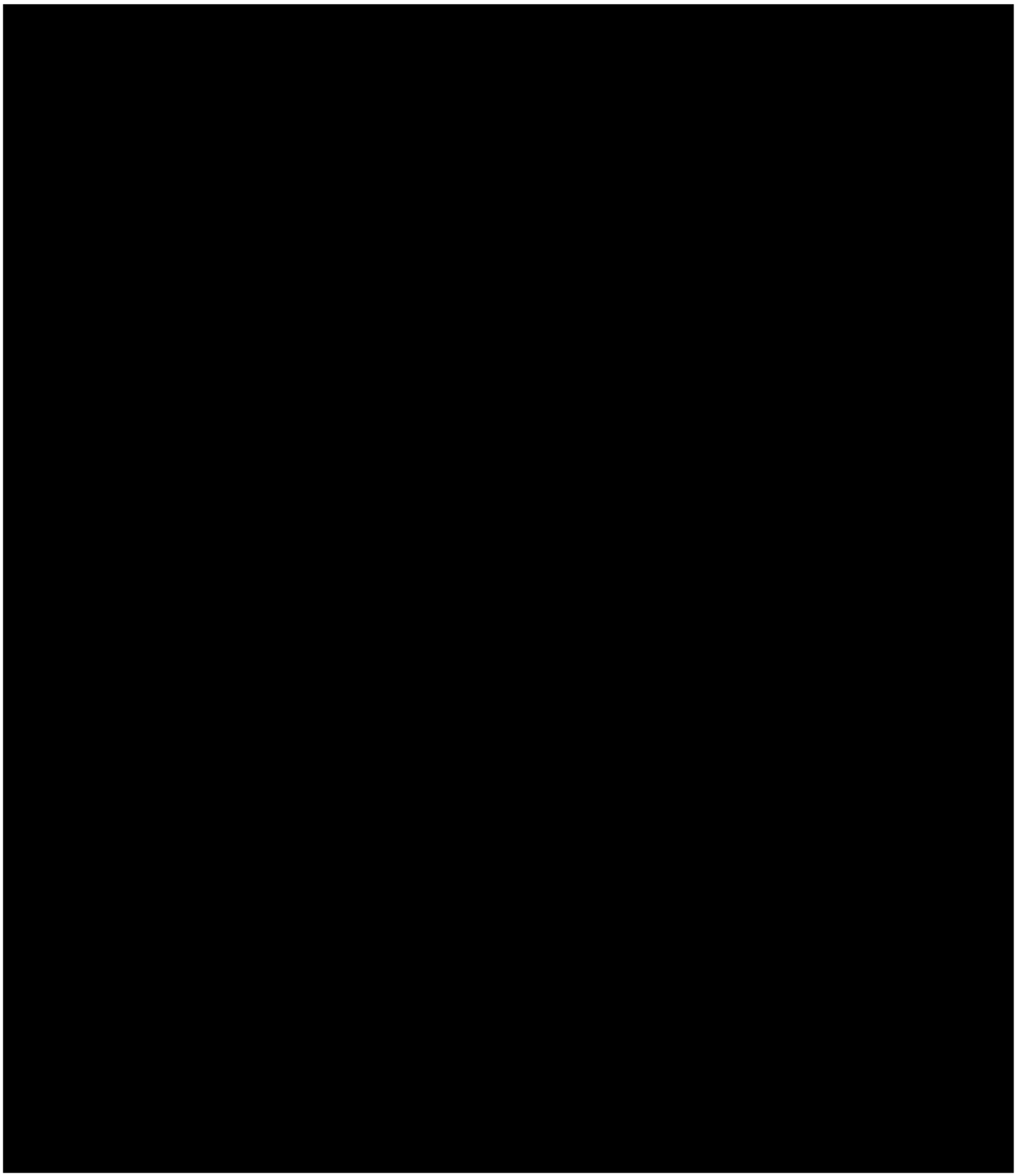

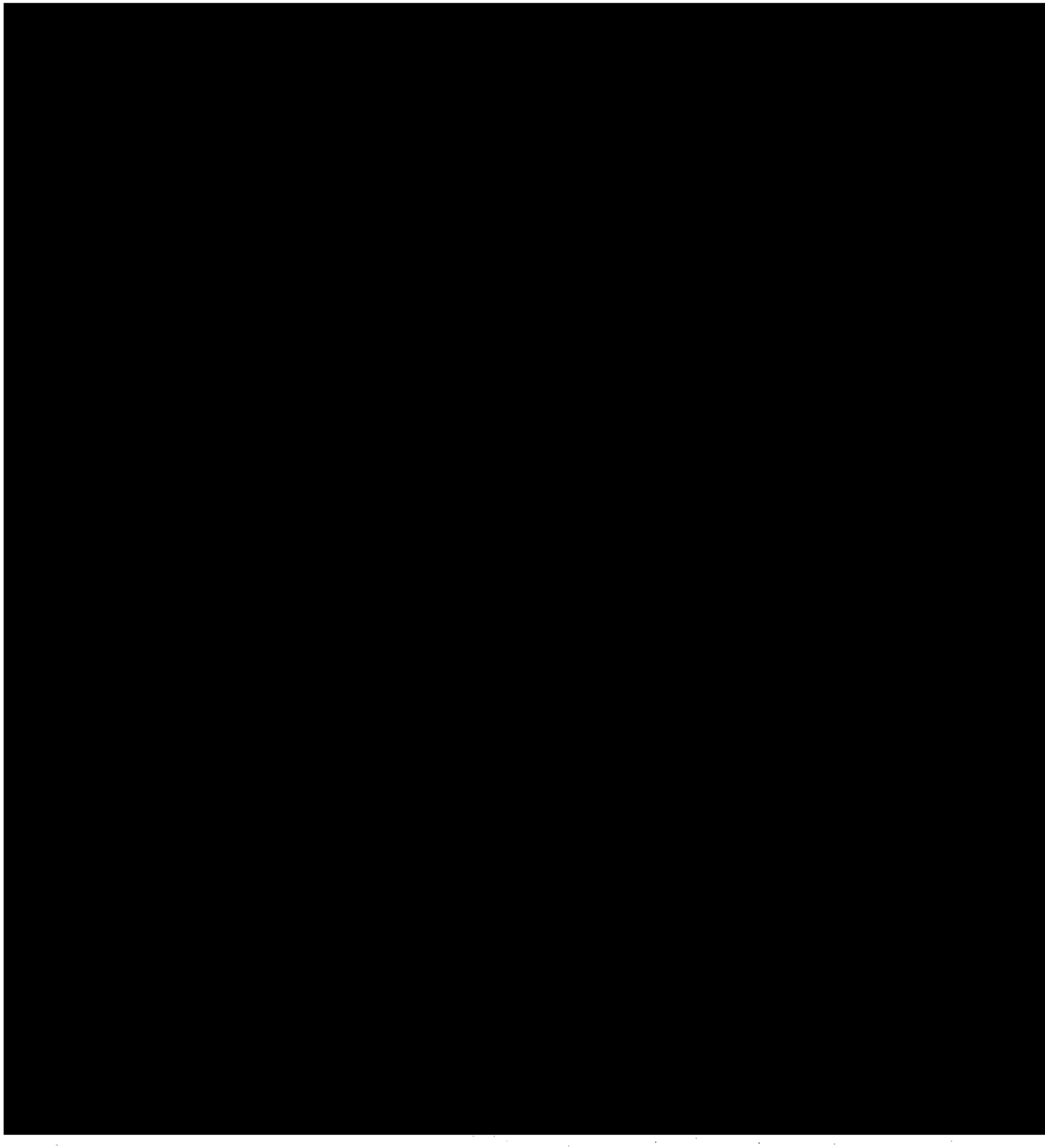

NEW YORK STATE OF OPPORTUNITY. | **Division of the Budget**

ANDREW M. CUOMO
Governor

ROBERT F. MUJICA JR.
Director of the Budget

SANDRA L. BEATTIE
First Deputy Director

CHARLES WILLIAMS
Deputy Director

August 2, 2019

[redacted]
Principal
Deloitte Consulting LLP
111 Washington Avenue, Suite 500
Albany, NY 12210

[redacted]

This letter is to notify you that Deloitte Consulting LLP (Deloitte) has been selected as the secondary consultant for the Division of the Budget's Strategy and Implementation Advisory Services RFP. Of the proposals submitted, Deloitte'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,

Jason DiGianni
Contracts Officer

Report ID: NYCA1711	State of New York Statewide Financial System VendRep Transmittal Form	Page No: 1 Run Date: 8/30/2019 Run Time: 04:35 PM	

Part 1: Transmission by Primary Auditor to VendRep (VR)

Date Printed: 08/30/2019 Total # of Pages Sent to VR: _____ Return Folder To: _____

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Amount: 27,500,000.00 Contract ID: 0000000000000000000063740 Version Number: 1

Primary Auditor: pcassidy Primary Auditor Phone: 518/402-2969 Assigned Team: RFP

Recommendation to VRT: RR - Review Required

Agency Documents Transmitted: ☑ Agency Certification _____ # pages ☑ Profile 3 # pages

Vendor Documents Transmitted: ☑ Questionnaire submitted through VR System
☐ Hardcopy Disclosure _____ # pages ☑ Other 2 # pages

Comments: _____

Part 2: Completed by VendRep Workflow Coordinator

Date VR Documents Received: 9/2/19 VR Auditor Assigned To: [illegible]

Date Assigned: 9/2/19 Date Due: _____

Level of Review: UC [illegible] Initial: [illegible]

Part 3: Completed by VendRep Auditor Upon Completion of Audit

✓ Recommend for Approval Date to VR Approver: 9/12/19

_____ Recommend for Approval with Reservations

_____ Recommend for Non-Approval Initial: [illegible]

_____ Not Reviewed

Part 4: Completed by VendRep Approver

VendRep Auditor's Recommendation is: ✓ Accepted _____ Rejected Date To WFC: 9/12/19

Initial: [illegible]

Part 5: VendRep Workflow Coordinator

Date VR Package Returned to BOC Procurement Record: 9/10/19 Initial: [illegible]

Comments: _____

OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS

VENDOR RESPONSIBILITY PROFILE

Part I – Contract Information - *Complete for all transactions.*

1. Business Unit	2. Department ID #	3. Department Name	
DOB01	1050000	Division of the Budget	
4. Contract/PO #	5. Amendment Sequence #	6. Transaction Amount	7. Total Contract Value
C000461		$27,500,000.00	$27,500,000.00
8. Vendor Name		9. NYS Vendor ID #	10. Taxpayer ID/EIN #
Deloitte Consulting LLP		[redacted]	06-1454513

11. Contractor Type: ☒ Prime Contractor ☐ Subcontractor

12. Contract Description
Strategy and Implementation Advisory Services

13. State contracting entity contact for this transaction – Name, Phone, Email
Michelle Heaslip
(518) 474-4421
Michelle.Heaslip@budget.ny.gov

14. Were any issues disclosed by vendor and/or found by State contracting entity? ☒ Yes ☐ No
(If "Yes," provide details using Attachment A, Item 1.)

15. If this is a new contract or renewal, has the vendor's documentation of New York State Workers' Compensation and Disability Benefits coverage or exemption been verified as accurate, up-to-date, **and included** as part of the procurement package as outlined in GFO XI.18.G? ☒ Yes ☐ No ☐ N/A (If "No," provide details using Attachment A, Item 2.)

Part II – Vendor Disclosure and State Contracting Entity Process – *Complete for a new contract valued at $100,000 or more, or an amendment that brings total approved amount to $100,000 or more for the first time.*

16. Identify disclosures used in this review that were ***provided by the vendor***. Check all that apply and attach all pertinent items. (***Information found on the VendRep System should NOT be printed for OSC.)***

☒ Online VendRep Questionnaire Date Certified: 6/20/2019	☐ Hard Copy Questionnaire (Must attach, if used) Date Certified:	
☐ Financial Statements	☐ Solicitation Document Responses	☐ Vendor Correspondence

☐ Other Vendor Disclosure - Describe:

All reviews must be thorough and comprehensive to mitigate any risks to public funds or services.

17. Is a description of the **State contracting entity's process** included in Attachment A, Item 2? ☒ Yes ☐ No
If "No," explain:

Part III – State Contracting Entity Responsibility Determination

The above named contracting entity has undertaken an affirmative review of the proposed contractor's responsibility and, based upon such review, has reasonable assurance that the proposed contractor is:

☒ Responsible ☐ Non-Responsible

Signature	Date: 8/21/19
Print Name: Jason DiGianni	Title: Director of Procurement

OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS

VENDOR RESPONSIBILITY PROFILE

Attachment A

Business Unit # DOB01	Department ID # 1050000
Contract/PO # C000461	Amendment Sequence #
Vendor Name Deloitte Consulting LLP	NYS Vendor ID # [redacted]

Item 1: Issue Detail

For each issue disclosed by the vendor or found by the State contracting entity, describe the issue and its resolution.

Note: In the "Resolution" field, include the State contracting entity's assessment of the issue, its relevance to the vendor's responsibility for this procurement (including any supporting reasons), and any corrective or mitigating actions taken by the State contracting entity or vendor in response to the issues (attach additional pages if necessary). ***If the State contracting entity believes the issue has no impact on this transaction, state***

[redacted]

OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS

OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS

VENDOR RESPONSIBILITY PROFILE

[redacted]

Item 2: State Contracting Entity Process

Describe the steps ***taken by the State contracting entity*** to determine vendor responsibility including consideration of the vendor disclosures and the independent State contracting entity research, including but not limited to, internet sources, contracting entity records, and internal or external communication. If a Resource Checklist was used, it is acceptable to submit the completed list in lieu of describing the process.

Note: Do **not** submit copies of website search results or information found on the VendRep System.

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) DELOITTE CONSULTING LLP 30 ROCKEFELLER PLAZA NEW YORK, NY. 10020 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 516-918-7289 1c. NYS Unemployment Insurance Employer Registration Number of Insured 46-734186 1d. Federal Employer Identification Number of Insured or Social Security Number 06-1454513
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) NYS Division of Budget State Capitol Albany, NY 12224	3a. Name of Insurance Carrier American Casualty Company of Reading, PA 3b. Policy Number of Entity Listed in Box "1a" WC 624588837 3c. Policy effective period 06/01/2019 to 06/01/2020 3d. The Proprietor, Partners or Executive Officers are ☐ included. (Only check box if all partners/officers included) ☒ all excluded or certain partners/officers excluded.

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

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

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

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

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

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

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

Approved by: Iris Rodriguez 8-6-19
(Signature) (Date)

Title: Policy Support Assistant

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

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

Workers' Compensation Law

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

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

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

NEW YORK STATE | Workers' Compensation Board

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

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

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

Deloitte Consulting LLP
30 Rockefeller Plaza
New York, NY 10112

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

1b. Business Telephone Number of Insured

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

06-1454513

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

NYS Division of Budget
State Capitol
Albany, NY 12224

3a. Name of Insurance Carrier
Metropolitan Life Insurance Company
3b. Policy Number of entity listed in box "1a":
35106
3c. Policy effective period:
June 9, 2004 to Cancellation
DB120.1 valid: January 1, 2019 to December 31, 2019

4. Policy provides the following benefits:

X A. Both disability and paid family leave benefits.

☐ B. Disability benefits only.

☐ C. Paid family leave benefits only.

5. Policy covers:

X A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.

☐ B. Only the following class or classes of employer's employees:

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

Date Signed: July 6,, 2019 By: Melissa Rankins

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

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

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B " is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

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

State of New York
Workers' Compensation Board

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

Date Signed: _____ By: _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number: _____ Title: _____

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

DB-120.1 (10-17)

Additional Instructions for Form DB-120.1

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

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

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

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

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

OFFICE OF THE STATE COMPTROLLER
BUREAU OF CONTRACTS

GOVERNMENTAL ENTITY REPRESENTATION CONCERNING COMPLIANCE WITH STATE FINANCE LAW §§139-j AND 139-k

Business Unit (State Agencies): DOB01
Department ID (State Agencies):
Agency Code (2879-a Authorities):
Agency/Authority Name: Division of the Budget
Contractor Name: Deloitte Consulting LLP
NYS Vendor ID (if applicable): [redacted]
Contract No. or P.O. No.: C000461
Contract Amendment No. (legal amendment number):
SFS Amendment Sequence No. (system assigned):

I am a duly authorized representative of the above governmental entity. To the best of my knowledge, information and belief, pursuant to the requirements of State Finance Law (SFL) §§ 139-j and 139-k, the governmental entity for this procurement has:

- Issued and complied with its policies and procedures with respect to permissible contacts and any determinations made for violations thereof and has included such policies and procedures as part of the solicitation/bid documents;
- Issued policies and procedures in connection with the recording of all "contacts" received during the "restricted period" as those terms are defined under SFL §§ 139-j and 139-k, and is not aware of any "contacts" that were not recorded as required and included in the procurement record submitted to OSC;
- Received from all offerers the required (i) disclosure regarding prior findings of non-responsibility for violations of SFL §§ 139-j or 139-k; (ii) written affirmation of understanding and agreement to comply with the governmental entity's policies and procedures relating to permissible contacts;
- If any offerors have disclosed a prior finding of non-responsibility for violations of §§ 139-j or 139-k, I have noted them below:

- Received from the winning vendor a certification as to the completeness, truth and accuracy of all information provided to the governmental entity and included such documentation in the procurement record submitted to OSC;
- Included in the contract a provision authorizing termination if the certification referenced above is found to be intentionally false or intentionally incomplete;
- Reviewed the New York State Office of General Services published list of non-responsible and debarred vendors for violations of SFL §§ 139-j and 139-k and considered such information in its determination of responsibility of the proposed vendor;
- Except as otherwise indicated, found no knowing and willful violations of the requirements regarding permissible contacts or other provisions of SFL §§ 139-j or 139-k;
- If applicable, documented in the procurement record submitted to OSC (i) the basis for finding the proposed vendor in this procurement non-responsible for violations of SFL §§ 139-j or 139-k; (ii) the due process afforded such vendor; and (iii) that such finding was reported to OGS, as required.

Based upon the above information and representations, the governmental entity has determined, for purposes of SFL §§ 139-j and 139-k only, that the proposed vendor for the above identified governmental procurement is:

☒ Responsible ☐ Non-responsible

(This responsibility determination by the governmental entity must also be reported on the Vendor Responsibility Profile, if one is required for this transaction.)

- If applicable, documented in the procurement record submitted to OSC the basis for awarding a contract to the proposed vendor notwithstanding the governmental entity's determination that the proposed vendor is non-responsible for violations of SFL §§ 139-j or 139-k.
- Documented in the procurement record submitted to OSC (i) the basis for finding any other offerer in this procurement non-responsible for violations of SFL §§ 139-j or 139-k; (ii) the due process afforded such offerer; and (iii) that such finding was reported to OGS, as required.

Name(s) and Federal Identification number(s) and NYS Vendor ID (if available) of such Offerer(s)

Date: 8/21/19	Authorized Signatory:
Name (printed or typed): Jason DiGianni	Title: Director of Procurement
Direct Telephone Number (including area code): 518-402-2587	
Email Address: Jason.DiGianni@budget.ny.gov	
Mailing Address: NYS Division of the Budget, State Capitol, Room 129, Albany, NY 12224	

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

ST-220-CA (12/11)

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

Contractor name Deloitte Consulting LLP				*For covered agency use only* *Contract number or description*
Contractor's principal place of business 30 Rockefeller Plaza	City New York	State NY	ZIP code 10112	
Contractor's mailing address *(if different than above)* 111 Washington Ave., Suite 500, Albany, NY 12210				*Estimated contract value over the full term of contract (but not including renewals)* $
Contractor's federal employer identification number (EIN) 06-1454513	Contractor's sales tax ID number (if different from contractor's EIN)			
Contractor's telephone number [redacted]	Covered agency name Division of Budget			
Covered agency address State Capitol, Albany, NY 12224				*Covered agency telephone number* 518 474-1501

[redacted] *(name)*, hereby affirm, under penalty of perjury, that I am Principal *(title)* of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an **X** *in only one box)*

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

☒ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with CM3001 - NYSDOB *(insert contract number or description)*

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

[redacted]

Principal *(title)*

Instructions

General information

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

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

When to complete this form

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

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

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF Maryland }
: SS.:
COUNTY OF Calvert }

On the 7th day of August in the year 2019, before me personally appeared [redacted]

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 [redacted] ,

Town o[redacted] ,

C[redacted] ,

S[redacted] and further that:

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

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

☐ (If a corporation): _he is the _____

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

☑ (If a partnership): _he is a Principal

of Deloitte Consulting LLP , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

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

Lauren Pannell

Notary Public

Registration No. N/A

LAUREN PANNELL
Notary Public
Calvert County
Maryland
My Commission Expires Aug. 14, 2022

Privacy notification

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

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

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

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

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

Need help?

Visit our Web site at ***www.tax.ny.gov***
- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center: (518) 485-2889

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

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

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

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: Boston Consulting Group

Offerer's Business Address: 10 Hudson Yards, New York, NY 10001

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

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).

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   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: Deloitte Consulting LLP

[redacted]

Print Name [redacted]

Title of Person signing this form: Principal