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June 8, 2015

Mr. George Powers Procurement Manager Employee Benefits Division – Room 1106 NYS Department of Civil Service Albany, NY 12239

RE: Invitation for Bids # DEAS-2015-1 entitled: "Dependent Eligibility Audit Services," Firm Offer to the State of New York

Secova hereby submits this firm and binding offer to the State of New York in response to the Department's Invitation for Bids # DEAS-2015-1, entitled **"Dependent Eligibility Audit Services,"** (IFB). The Proposal hereby submitted meets or exceeds all terms, conditions, and requirements set forth in the above-referenced IFB and in the manner set forth in this IFB.

Secova accepts the terms and conditions as set forth in IFB, Section VII and Appendices A, B, C, and D and agrees to satisfy the comprehensive programmatic duties and responsibilities outlined in this IFB in the manner set forth in this IFB.

Secova agrees to execute a contractual agreement composed substantially of the terms and conditions set forth in the draft contract included in the IFB, and accepts as non-negotiable the terms and conditions set forth in Appendices A, B, C and D to the draft contract.

Secova further agrees, if selected as a result of the IFB, to comply with 1) the provisions of Tax Law Section 5-a, Certification Regarding Sales and Compensating Use Tax; and 2) the Workers' Compensation Law as set forth in Section II.B.7 of the IFB.

This formal offer will remain firm and non-revocable for a minimum period of 365 days from the Proposal Due Date as set forth in the IFB. In the event that a contract is not approved by the NYS Comptroller within the 365 day period, this offer shall remain firm and binding beyond the 365 day period and until a contract is approved by the NYS Comptroller, unless **Secova** delivers to the Department of Civil Service written notice of withdrawal of its Proposal.

Secova's complete offer is set forth as follows:

Administrative and Technical Sections:	Total of eight (8) hard copy volumes [two (2) original and six (6) copies] and one (1) electronic copy on CD.
Cost Section:	Total of eight (8) hard copy volumes [two (2) original and six (6) copies] and one (1) electronic copy on CD.

The undersigned affirms and swears s/he has the legal authority and capacity to sign and make this offer on behalf of, **Secova** and possesses the legal authority and capacity to act on behalf of **Secova** to execute a contract with the State of New York.

CONFIDENTIAL - DO NOT DISCLOSE

THE INFORMATION CONTAINED IN THIS DOCUMENT IS PROPRIETARY AND CONFIDENTIAL TO SECOVA. RECIPIENTS ARE NOT AUTHORIZED TO DUPLICATE, USE OR DISCLOSE ALL OR ANY PORTION OF SUCH MATERIAL TO ANY PERSON OR ENTITY FOR ANY PURPOSE WITHOUT SECOVA'S EXPRESSED WRITTEN PERMISSION.



The undersigned affirms and swears as to the truth and veracity of all documents included in this offer.

Date: 6/9/15 By:
Venkat Tadanki
CEO
CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT
STATE OF California
COUNTY OF : SS.: On the to day of the person who executed the foregoing instrument, who, being duly sworn by me did depose
and say thathe resides at, Town of, State of, State of, and further that:
[Check One] (If a corporation):he is the
instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation. (If a partnership): _he is the of
, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name and on behalf of said said partnership.
Notary Public Commission # 2034681 Notary Public - California Orange County My Comm. Expires Jul 26, 2017

THE INFORMATION CONTAINED IN THIS DOCUMENT IS PROPRIETARY AND CONFIDENTIAL TO SECOVA. RECIPIENTS ARE NOT AUTHORIZED TO DUPLICATE, USE OR DISCLOSE ALL OR ANY PORTION OF SUCH MATERIAL TO ANY PERSON OR ENTITY FOR ANY PURPOSE WITHOUT SECOVA'S EXPRESSED WRITTEN PERMISSION.

Exhibit I.T - Offeror Attestations Form

An authorized representative of the Offeror who is legally authorized to certify the information requested in the name of and on behalf of the Offeror is required to complete and sign the Offeror Attestations and provide all requested information. Offeror's authorized representative must certify as to the truth of the representations made by signing where indicated, below.

CERTIFICATION:

The Offeror (1) recognizes that the following representations are submitted for the express purpose of assisting the State of New York in making a determination to award a contract; (2) acknowledges and agrees by submitting the Attestation, that the State may at its discretion, verify the truth and accuracy of all statements made herein; (3) certifies that the information submitted in this certification and any attached documentation is true, accurate and complete.

Name of Business Entity Submitting Bid: Entity's Legal Form:		Secova Inc Corporation Partnership Sole Proprietorship Other
No.	IFB Ref.	IFB Requirement:
1.	Section III.B.1	At time of Proposal Due Date, Offeror represents and warrants that it: possesses does not possess the legal capacity to enter into a contract with the Department.
2.	Section III.B.2	At time of Proposal Due Date, Offeror represents and warrants that it: attests does not attest that it understands and agrees to comply with all specific duties and responsibilities set forth in Section IV of this IFB #DEAS-2015-1, entitled "Dependent Eligibility Audit Services."
3.	Section III.B.3	At time of Proposal Due Date, Offeror represents and warrants that it: attests does not attest it has provided dependent eligibility verification services for a minimum of five (5) years.
4.	Section III.B.4	Amended May 29, 2015 At time of Proposal Due Date, Offeror represents and warrants that it: attests does not attest That it has provided dependent eligibility verification services comparable to the services outlined in this IFB #DEAS-2015-1, entitled "Dependent Eligibility Audit Services" for at least one (1) client in the past three (3) years with a size of at least one hundred fifty thousand Dependent lives subject to audit verification services,
5.	Section III.B.5	At time of Proposal Due Date, Offeror represents and warrants that it: attests does not attest it can complete the Implementation Period within 60 Days from the date the Department notifies the Contractor that the Agreement has been approved by OSC, complete the Amnesty Period and Eligibility Verification Period within twelve(12) months and complete the entire DEA Project, including the Appeal and Reinstatement Period(s) within fifteen (15) months.

Exhibit I.T - Offeror Attestations Form

6.	Section III.B.6	At time of Proposal Due Date, Offeror represents and warrants that it: attests does not attest that its entire DEA Project is fully HIPAA compliant.
7.	Section III.B.7	At time of Proposal Due Date, Offeror represents and warrants that it:
8.	Section III.B.8	At time of Proposal Due Date, Offeror represents and warrants that it: attests does not attest that it will maintain a complete and accurate set of records as may be required by the State to be produced for review by the State pursuant to Appendix A of the draft Agreement, contained in Section VII of this IFB #DEAS-2015-1, entitled "Dependent Eligibility Audit Services," including any and all financial records as deemed necessary by the State to discharge its fiduciary responsibilities to NYSHIP participants and to ensure that public dollars are spent appropriately.
9.	Section III.B.9	At time of Proposal Due Date, Offeror represents and warrants that it: attests does not attest that it acknowledges and agrees that all enrollment data provided by the Department is being provided to the Offeror (Contractor) solely for the purposes of allowing the Contractor to fulfill its duties and responsibilities under the Agreement;, said materials are sole property of the State; and it will not share, sell, release, or make the data available to third parties in any manner without the written consent of the Department, except as directed by a court of competent jurisdiction, or as necessary to comply with applicable New York State federal law.
10.	Section III. B.10	At time of Proposal Due Date, Offeror represents and warrants that it: attests does not attest that it will agree to provide minimum service levels for performance guarantees and credits, as defined in Section IV of this IFB #DEAS- 2015-1, entitled "Dependent Eligibility Audit Services."
11.	Section III. B.11	 At time of Proposal Due Date, Offeror represents and warrants that it: attests does not attest that it will provide a customizable secure online web portal (online reporting access) for DEA services, as defined in Section IV of this IFB #DEAS-2015-1, entitled "Dependent Eligibility Audit Services," that, at a minimum, a. allows Enrollees to upload scanned documents; b. allows Enrollees to view the status of their current compliance with the current audit; c. allows Enrollees to view all documents sent to the Enrollee by the Contractor; d. Allows the Department to compile periodic management reports documenting the progress and outcomes of the Project.

Exhibit I.T - Offeror Attestations Form

12.	Section III. B.12	 At time of Proposal Due Date, Offeror represents and warrants that it: attests does not attest that it will provide a Call Center as defined in Section IV of this IFB #DEAS-2015-1, entitled "Dependent Eligibility Audit Services," that at a minimum a. is located in the United States; b. is fully staffed with trained Call Center representatives and supervisors from 8 am to 8 pm ET from the start of the 60-Day Amnesty Period through the end of the Appeal and Reinstatement Period(s), except for Business Holiday(s) observed by the State and have management reporting capability to provide information on the quality and effectiveness of the Call Center; c. is staffed appropriately based on anticipated peak call times (i.e., after Enrollee mailings); and, d. uses an integrated system to log and track all Enrollee calls. The system must create a record of the Enrollee contacting the call center, the call type, and all customer service actions and resolutions.

Date: 09-June-2015



Venkat Tadanki Chief Executive Officer Secova Inc

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT
STATE OF Chifornia: COUNTY OF DYANGE; On the Ath day of Type in the year 2014, before me personally appeared: YMAAT TAGAMEL, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say thathe resides at , Town of, County of, State of , State of
[Check One] (
Notary Public



Project Services Attestations

Projec	ct Team
The O	
	es not agree throughout the term of the Agreement, the Contractor must:
a.	Maintain an organization of sufficient size with staff that possesses the necessary skills and experience to administer, manage, and oversee all aspects of the DEA Project during implementation and operation;
b.	Dedicate a project manager who will be available full time for the entire term of the DEA Project and who has at least three (3) years' experience serving as a project manager. The Contractor must advise the Department immediately if replacement of the project manager is contemplated during the term of this DEA Project;
C.	Assign a project management team that is experienced, accessible, and sufficiently staffed to provide timely (one (1) Business Day) responses to administrative concerns and inquiries posed by the Department, and other users designated by the Department, for the duration of the Agreement to the satisfaction of the Department; and
d.	Immediately notify the Department of actual or anticipated events affecting the delivery of services to the Department and present options available to minimize or eliminate the impact of those events on the delivery of Project Services.
Projec	ct Implementation
The O	ees
	es not agree throughout the term of the Agreement, the Contractor must:
a.	Develop and update, as needed, a written implementation plan for the DEA Project as requested in IV.B.3.a of this IFB. The implementation plan must be detailed and comprehensive and demonstrate a firm commitment by the Contractor to complete all implementation activities within the 60-Day Implementation Period. For all tasks that require Department review and approval, a minimum review period of five (5) Business Days must be built into the implementation plan; and
b.	Undertake and complete all implementation activities, including but not limited to those specific activities set forth below in this Section IV.A.2.b of this IFB. Such implementation activities must be completed no later than the first Day following the 60-Day Implementation Period and includes:
	 Planning and testing the transmission of data to/from the Department as outlined in Section IV.A.3 of this IFB;
	(2) Establishing and maintaining a fully trained call center as outlined in Section IV.A.4

of this IFB;

- (3) Establishing a secure online web portal providing access for Enrollees and the Department as outlined in IV.A.5 of this IFB; and
- (4) Developing Enrollee communications for review and approval by the Department as outlined in IV.A.7 of this IFB.

Electronic Transfer of Data

The Offeror

M agrees

□ does not agree

throughout the term of the Agreement, the Contractor must:

- a. Receive and transmit Dependent data in a secure electronic format and on a schedule mutually agreed upon by the Contractor and the Department;
- Receive/transmit data in the format required by the file layouts presented in Exhibit III.E of this IFB;
- Ensure all electronic transfer of data and/or storage of files is located solely in the United States;
- d. Maintain a HIPAA compliant level of security to protect the confidentiality of all Enrollee/Dependent information;
- e. Have a disaster recovery plan in place that is applicable to this DEA Project;
- f. Image all documentation received from the Enrollee and transmit a file (or files) to the Department in a standard format (i.e. Multi-Page Tagged Image File Format (TIFF)). The file of images must be accompanied by indexing files and follow a naming convention as outlined in Exhibit III.G of this IFB; and
- g. Acknowledge that it is the Department's policy that all files need to have a PGP encryption key. If the Department sends the Contractor a file(s), the Department will send to the Contractor's server with the Contractor's PGP encryption key. If the Contractor sends the Department a file(s), the Contractor will send to the Department's server with the Department's PGP encryption key. The files will be exchanged using SFTP protocol.

Call Center Services

The Offeror

agrees

□ does not agree

throughout the term of the Agreement, the Contractor must:

a. Establish a dedicated toll-free telephone number that Enrollees can call with questions during the Amnesty Period, the Eligibility Verification Period, and the Appeal and Reinstatement Period(s). The Contractor must maintain a call center with a staffing level sufficient to meet the call center performance guarantees. The Contractor must dedicate a core staff to service the Department's account;

- b. Establish a call center, located in the United States and staffed with fully trained call center representatives and supervisors, with representatives available, at a minimum, from 8:00 a.m. to 8:00 p.m. ET, except for Business Holidays observed by the State. The Contractor's call center technology must have a system to log and track all inquiries. The system must include call type, actions and resolutions. Call center representatives must be trained to respond to questions and inquiries including, but not limited to, Dependent eligibility and status of documentation review. Any inquiries that cannot be answered in the initial phone call must be responded to either by telephone or in writing within five (5) Business Days;
- c. Escalate complex and/or difficult calls to more experienced representatives and ultimately supervisory staff; and
- d. Staff the call center during the Appeal and Reinstatement Period(s) to assist Enrollees who submit documentation that supports reinstating the terminated Dependent's coverage.

Secure Online Web Portal

The Offeror

agrees

□ does not agree

throughout the term of the Agreement, the Contractor must:

- a. Establish a secure online web portal, which allows Enrollees to submit, and confirm submission of, eligibility documentation. The secure online web portal must be available twenty-four hours a day, seven (7) days a week, except for regularly scheduled maintenance. The Department shall be notified of all regularly scheduled maintenance at least one (1) Business Day prior to such maintenance being performed; and
- b. Maintain a secure online web portal that allows Enrollees, or the Department as applicable, to perform the following:
 - (1) Upload documentation;
 - (2) Check Dependent eligibility status in real-time;
 - (3) View all communications sent from the Contractor to the Enrollee;
 - (4) Review FAQ's that have been developed by the Contractor and approved by the Department;
 - (5) Allows Enrollees to get answers to questions via secure email and/or a chat function;
 - (6) Access customer service contact information including address(es), phone number(s) and email address(es);
 - (7) Allows the Department to compile periodic management reports documenting the progress and outcomes of the DEA Project via the secure online web portal; and
 - (8) Allows the Department to have view only access to Dependent eligibility status.
- c. Allows cobranding of the secure online portal by incorporating the NYSHIP logo.

Amnosh	Poriod Elizibility Varification Deriod and Annual Data to the Children Control
	Period, Eligibility Verification Period, and Appeal and Reinstatement Period(s)
The Offe	
agree:	
does r	not agree
th	roughout the term of the Agreement, the Contractor must:
а.	Administer one (1) Amnesty Period for all Enrollees with a Family Policy to report ineligible Dependents. Administration of the Amnesty Period must include the communication of the Amnesty Period to Enrollees, call center support, receiving requests from Enrollees to terminate ineligible Dependents, and the reporting of ineligible Dependents to the Department;
b.	Administer up to three (3) Phases of eligibility verification during the Eligibility Verification Period. Administration of the Eligibility period shall include, but not be limited to, sending communication materials to Enrollees regarding the Eligibility Verification Period, providing call center support, receiving and processing documents to verify eligibility, and the reporting of ineligible Dependents to the Department. The Dependent eligibility audit tasks must conform to NYSHIP eligibility rules;
C.	Administer an Appeal and Reinstatement Period(s) for Dependents who were terminated because sufficient documentation was not provided on a timely basis and who subsequently are able to provide the documentation. The Department requires the Contractor to complete Reinstatements quickly and accurately and provide the Reinstatement File as outlined in Section IV.A.9.a.(6) of this IFB;
d.	Transmit termination and reinstatement files on a schedule as outlined in Sections IV.A.9.a.(5) and IV.A.9.a.(6) of this IFB; and
e.	Complete all tasks related to the Amnesty Period, and Eligibility Verification Period, within one (1) year of the Agreement Start Date and the Appeal and Reinstatement Period(s) within fifteen (15) months of the Agreement start date.
Commur	nication Material
The Offe	ror
agrees	
	not agree
th	roughout the term of the Agreement, the Contractor must:
a.	Develop customized Enrollee communications, subject to written approval by the Department for the Amnesty Period, the Eligibility Verification Period, and the Appeal and Reinstatement Period(s). The communications must provide sufficient detail so the Enrollee can clearly identify:
	 Dependent children verified in the prior audit for whom eligibility does not need to be confirmed; Dependent children added to coverage on or after February 1, 2009 for whom documentation must be submitted to verify coverage; Spouse or Domestic Partner, regardless of the date the individual was added to

coverage for whom documentation must be submitted; (4) Dates by which documentation must be submitted; and (5) Termination date for Dependents deemed ineligible for coverage. The final letter must allow the Enrollee fourteen (14) Business Days for response prior to terminating the Dependent. b. Send different Enrollee communications for different types of Dependents (i.e. Dependent child versus Spouse) and NYSHIP populations (NY versus Participating Agency (PA) or Participating Employer (PE); c. Mail sufficient Department approved Enrollee communication material to achieve the ROI guarantee as outlined in IV.A.10 of this IFB; d. Use a dedicated P.O. Box or other address as approved by the Department as the return address for all Enrollee communications; and e. Acknowledge that the cost of all Project Services communication mailings (including postage) will be paid by the Offeror and will be considered by the Department as being included in the total DEA Project cost submitted by the Offeror. **Outgoing and Returned Mail Process** The Offeror **⊠** agrees □ does not agree throughout the term of the Agreement, the Contractor must: a. Conform to address labeling guidelines that will be provided by the Department that, at a minimum, will require the following: (1) The Offeror must use coding as provided in the enrollment file, Exhibit III.E, above the Enrollee address block on each mail piece. This coding will be used by the Offeror to route returned mail to agencies or DCS as appropriate for handling; (2) For all active Enrollees, as well as Retirees of PAs, the agency code and benefit program code will be used; and (3) For all other Retirees, a unique code, to be identified by the Department, will be used. b. Use USPS software as needed for simple address hygiene purposes. National Change of Address (NCOA) software may not be used as NYSHIP policy is that address changes must be requested by the Enrollee only; c. Provide mailing samples during the Implementation Period for testing and Department approval before mailing to Enrollees. The Department will review and approve or deny within two (2) Business Days; d. Provide a weekly file of returned mail, as outlined in Section IV.A.9.a.(12) of this IFB, to the Department;

e. Accept one or more updated enrollment files, as outlined in Section IV.A.9.a.(12) of

this IFB, containing corrected addresses, which the Contractor must load into their system within one (1) Business Day of receipt, should the Department determine such files are necessary.

Reporting

The Offeror

agrees

□ does not agree

throughout the term of the Agreement, the Contractor must:

- a. Work with the Department to develop reports acceptable to the Department for the Amnesty Period, Eligibility Verification Period, and Appeal and Reinstatement Period(s), that include, but are not limited to, measurement of the Contractor's response rates and outcomes, adherence to Agreement requirements, and measurement of performance guarantees. Reporting will be at intervals mutually agreed upon by the Department and the Contractor. Reporting, at a minimum, must cover:
 - (1) Verification Status Summary Report to provide information on each letter mailed and received including number of letters mailed, number of responders, number of Amnesty Period requests, number of complete documentation received, number of incomplete documentation received, number of nonresponders, number of returned mail, number of Appeals received, number of Appeals accepted, and number of Appeals rejected. The report will be required daily and may transition to weekly at the sole discretion of the Department;
 - (2) Call Center Statistics report detailing each day's call center activity including, but not limited to, the number of calls, telephone response rate, telephone abandonment rate, and telephone blockage rate. The report will be required daily and may transition to weekly at the sole discretion of the Department;
 - (3) Secure Online Portal Statistics weekly report providing information on the number of documents received daily, and the percent (%) processed within three (3) Business Days and the percent (%) processed within five (5) Business Days;
 - (4) Weekly Management Summary Report provide progress of the DEA Project and the milestones met;
 - (5) Results File identifying Dependents to be terminated from coverage. A file will be required at the end of the Amnesty Period and at the end of each Phase of the Eligibility Verification Period. Refer to the "Results File Layout" tab in Exhibit III.E of this IFB for the file layout;
 - (6) Reinstatement File identifying those Dependents that are terminated during the audit and acceptable documentation is subsequently received prior to the completion of the DEA Project. The report will be required on a daily basis and must include all Reinstatements processed on the previous Business Day. Refer to the "Reinstate File" tab in Exhibit III.E of this IFB for the file layout;

(7) Terminated and Deceased File – a file shall be sent from the Department to the Offeror on a weekly basis after the Amnesty Period. The file will identify Enrollee and/or Dependents who have had coverage terminated or were identified as deceased after the initial population was identified for Amnesty. Refer to the "Term & Deceased File Layout" tab in Exhibit III.E of this IFB for the file layout;
(8) File of Imaged Eligibility Documentation –provide one (1) or more files of images of all eligibility documentation received, Enrollee correspondence received, and Contractor communications to Enrollees. The file will be provided on a weekly basis. Refer to Exhibit III.G of this IFB for the file layout;
(9) Guarantee Report – summarizing the Contractor's compliance with all Agreement guarantees (with the exception of the ROI Guarantee, which will be calculated by the Department). This report is to be provided 30 Days after the conclusion of the DEA Project;
(10) Final Project Report – summarizing the DEA Project outcome and suggestions, including draft forms/documents, to improve the Department's ongoing management of Dependent eligibility. This report is to be provided 90 Days after the conclusion of the DEA Project;
(11) Ad Hoc Reports – the Department may, on occasion, request ad hoc reports o other data analysis to monitor Project Services and contract compliance. The format, frequency, and due dates for such reports, if any, will be specified by the Department to the Contractor during the term of the Agreement that results from this IFB; and
(12) File of Returned Mail – provides a complete listing of mail returned to the Contractor due to incorrect addresses. The file will be required weekly at the discretion of the Department. Refer to the "Returned Mail Layout" tab in Exhibit III. E of this IFB for the file layout.
Project Return on Investment (ROI)
The Offeror agrees □ does not agree throughout the term of the Agreement, the Contractor must:
 Guarantee a return on investment of at least 3:1 (Total Savings of at least three times the total DEA Project cost) for the DEA Project including administration of the Amnesty Period, the Eligibility Verification Period and the Appeal and Reinstatement Period(s);
b. Total Savings will be calculated by the Department and will be based on the Plan (Empire, SEHP or HMO) the member is enrolled in at the time of the audit. The Tota Savings shall be calculated as follows (refer to Exhibit III.F for an example of the RC Calculation):
(1) For the Empire Plan and SEHP, the savings shall be calculated by the

Department as the average annual paid claims amount per Dependent determined to be ineligible by the vendor multiplied by the number of Dependents disenrolled. The annual paid claims per Dependent shall be calculated by the Department as the claims paid for each Dependent determined ineligible for the period 2010-2014 divided by the number of months such Dependent was enrolled in the Plan during that period multiplied by 12.

Plus

(2) For HMO Dependents, annual savings calculated as the difference between Family and Individual 2014 Net Premium multiplied by the number of Family Policies that changed to Individual as a result of all Dependents being determined to not be eligible.

Plus

(3) Annual savings of Medicare Part B Premium reimbursement paid for Medicare Dependents determined not eligible by the Contractor based on the standard 2014 monthly Medicare Part B Premium amount.

Plus

(4) For Enrollees with a Family Policy who are participating in the Opt-Out Program, there will be an annual savings of \$2,000 in instances where all of the Enrollee's Dependents are determined not eligible.

Section III: Administrative Section Page 1-15 June 9, 2015

Date: 09-June-2015

Venkat Tadanki Chief Executive Officer Secova Inc

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CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT
STATE OF California }
: SS.:
COUNTY OF DY MGe } On the 9th day of June in the year 2015, before me personally appeared: V MUCAT TO AMMU , known to me to be the person
who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at, Town of , County of , State of, and further that:
[Check One]
(If a corporation):he is the <u>Chief</u> <u>TX (CVTVL</u> <u>OFFICEX</u> of instrument; that, by authority of the Board of Directors of said corporation,he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority,he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(If a partnership): _he is the of
(lf a partnership): _he is the, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.
Notary Public
ELLYN LOVELAND Commission # 2034681 Notary Public - California Orange County My Comm. Expires Jul 26, 2017 Page 9 of 9

Performance Guarantee Attestations

La Langet Constant Un Custantes
Implementation and Start-Up Guarantee
The Offeror
□ does not agree
that all Implementation and Start- Up activities listed in Section IV.A.2 will be in place on
the implementation date.
If the Contractor fails to complete all implementation and start-up activities within the Implementation Period, the Contractor shall credit against the Project's fees \$1,250 per Day that the Contractor fails to assume full operational responsibility to the satisfaction of the Department.
Call Center Availability Guarantee
The Offeror agrees does not agree that the call center toll-free telephone line will be operational and available to callers at
least ninety-eight percent (98%) of the Contractor's Call Center Hours. The call center availability will be reported daily, and may transition to weekly at the discretion of the Department, and calculated for the term of the Agreement.
For each .01 to 1% below the standard of ninety-eight percent (98%) that the Contractor's toll-free telephone line is not operational and available to callers during the Contractor's Call Center Hours, the Contractor shall credit against the Project Fees the amount of \$10,000.
Call Center Telephone Response Time Guarantee
 The Offeror agrees does not agree that the call center toll-free telephone line will be answered by a call center representative within 45 seconds at least ninety percent (90%) of the time during the Contractor's Call Center Hours. The call center response time will be reported daily, and may transition to weekly at the discretion of the Department, and calculated for the term of the Agreement.
For each .01 to 1% of incoming calls to the Contractor's telephone line below the standard of ninety percent (90%) that is not answered by a call center representative within 45 seconds, Contractor shall credit against the Project Fees the amount of \$10,000.

Teleph	none Abandonment Rate Guarantee
The Of	ees
⊔ doe	s not agree that incoming calls to the Contractor's call center toll-free telephone line in which the caller disconnects prior to the call being answered by a call center representative will not exceed the standard of three percent (3%) of total incoming calls. The call center telephone abandonment rate will be reported daily and may transition to weekly at the discretion of the Department, and calculated for the term of the Agreement.
	For each .01 to 1% of incoming calls to the Contractor's call center toll-free telephone line in which the caller disconnects prior to the call being answered by a call center representative in excess of the standard of three percent (3%) of total incoming calls, the Contractor shall credit against the Project Fees the amount of \$10,000.
Teleph	none Blockage Rate Guarantee
The Of	
	For each .01 to 1% of incoming calls to the call center toll-free telephone line that are blocked by a busy signal, in excess of the standard of one percent (1%) of total incoming calls, the Contractor shall credit against the Project's Fees the amount of \$10,000.
	e Online Web Portal Guarantee
The Of	ees
∐ doe	s not agree that ninety-five percent (95%) of all documents submitted by Enrollees, regardless of method of submission, will be uploaded, processed and viewable on the Contractor's secure online web portal within three (3) Business Days of receipt and one-hundred percent (100%) will be uploaded, processed and viewable on the Contractor's secure online web portal within five (5) Business Days of receipt. The document processing time shall be reported weekly and calculated for the term of the Agreement.
	For each .01 to 1% below the standard of ninety-five percent (95%) of all documents received that are not uploaded, processed and viewable on the Contractor's secure online web portal within three (3) Business Days, the Contractor shall credit against the Project Fees the amount of \$10,000. Additionally for each .01 to 1% below the standard of one-hundred percent (100%) of all documents received that are not uploaded, processed and viewable on the Contractor's secure online web portal within five (5) Business Days, the Contractor shall credit against the Project Fees the amount of \$10,000.

America Desired Elizability Medification Desired and America Desired Attended Desired America (a)
Amnesty Period, Eligibility Verification Period, and Appeal and Reinstatement Period(s) Guarantee
The Offeror
□ does not agree
that all Amnesty Period and Eligibility Verification Period tasks will be completed within
one (1) year of the Agreement start date and all Appeal and Reinstatement Period(s) tasks will be completed within fifteen (15) months of Agreement start date.
For each month or partial month that all Amnesty Period and Eligibility Verification Period tasks are not completed within one (1) year of the Agreement start date and all Appeal and Reinstatement Period(s) tasks that are not completed within fifteen (15)
months of the Agreement start date, the Contractor shall credit four percent (4%) of the total Project Fees charged under the Agreement for all DEA Project Services.
Reporting Guarantee
The Offeror
□ does not agree
that the accurate management of reports as specified in Section IV.A.9.a of this IFB will
be delivered to the Department no later than their respective due dates inclusive of the
date of receipt and supply the reports in an electronic format (Microsoft Access, Excel, Word) as determined by the Department.
For each management report that is not received by its respective due date, the Contractor shall credit against the Project Fees \$1,250 per report per each Business Day between the due date and the date the management report is received by the Department inclusive of the date of receipt.
Return on Investment (ROI) Guarantee
The Offeror
□ does not agree
to guarantee a ROI of at least 3:1 for the administration of the Amnesty Period and the
Eligibility Verification Period: Total savings of at least three (3) times the total DEA
Project cost. Total savings shall be calculated by the Department, as outlined in IV.10.b of this IFB, and shall be based on the Plan (Empire, SEHP or HMO) the member is
enrolled in at the time of the audit.
If total savings calculated by the Department is less than three (3) times the total DEA
Project cost charged under the Agreement, the Contractor shall credit against the total
Project Fees the difference between three (3) times the total DEA Project cost and
actual total savings as calculated by the Department, not to exceed the total Project Fees charged under the Agreement.

Section III: Administrative Section Page 1-19 June 9, 2015

Date: 09-June-2015



Venkat Tadanki Chief Execitive Officer Secova Inc

CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT	
STATE OF Chipomia }	
: SS.: COUNTY OF What	son se of
[Check One] (If a corporation):he is the, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation,h authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority,he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation. (If a partnership):he is the of	d e is ne t
, the partnership described in said instrument; that, by the terms of said partnership,he is authorized to execut the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority,he executed the foregoing instrum in the name and on behalf of said partnership as the act and deed of said partnership	е



Please indicate by checkmark that your Proposal meets **each** of the following submission requirements:

- **<u>TIMELY SUBMISSION:</u>** Proposal submitted to assure receipt by the Department no later than 3:00 p.m. ET on the Proposal Due Date as indicated in IFB Section II.A.1.
- 2. FORMATTING REQUIREMENTS: The Offeror's Proposal must be organized in three parts: Administrative Section; Technical Section and Cost Section and each part must each comply with the formatting requirements stated in Section II.A.7.a and II.A.7.b of this IFB.
 - a. Eight (8) separately bound hardcopies two (2) Originals each of the Administrative Section, Technical Section and Cost Section containing original documents (i.e., original signatures, <u>no photocopies</u>) and marked and numbered (i.e., "ORIGINAL #1" and "ORIGINAL #2."), Six (6) copies of each Administrative Section, Technical Section and Cost Section marked and numbered (i.e., "COPY #1," "COPY #2," etc.) and a separate CD for the Administrative, Technical and Cost Sections.
 - b. Proposals must be prepared in Adobe Acrobat, with the exception of certain cost and provider network exhibits that have specific formatting instructions.
 - c. The Administrative, Technical Section must be bound together and clearly labeled. The Cost Section must be separately bound from the Administrative and Technical Sections or submitted in a separate sealed envelope clearly labeled with "Dependent Eligibility Audit Services #DEAS-2015-1" and Offeror's name(s).
 - d. Table of Contents
 - ____e. Index Tabs
 - _f. Pagination
 - g. Updates/Corrections
 - h. Required Content of Proposals The Proposal shall consist of three parts: the Administrative Section must contain the documentation required in Section III of this IFB. The Technical Section must be responsive to the programmatic duties and responsibilities set forth in Section IV of this IFB. The Cost Section must demonstrate a commitment to perform all programmatic duties and responsibilities in accordance with Section V of this IFB.

3. <u>**REQUIRED CONTENT OF THE ADMINISTRATIVE SECTION:**</u> The Administrative Section must contain the following information, in the order enumerated below:

- A. <u>Formal Offeror Letter</u>: The Offeror must submit a formal offer in the form of the "Formal Offer Letter" as set forth in IFB, Exhibit I.S in accordance with the requirements set forth in IFB, Section III.A
- B. <u>Minimum Mandatory Requirements</u>: The Offeror must submit a completed Exhibit I.T "Offeror Attestations Form" containing the representations and warranties set forth therein.
- C. <u>Exhibits</u>: The Offeror must complete and submit the Exhibits specified in Section III.C as follows:
 - Exhibit I.A Proposal Submission Requirement Checklist
 - Exhibit I.D MacBride Statement and Non-Collusive Bidding Certification
 - Exhibit I.G EEO Staffing Plan (form EEO-100)
 - Exhibit I.K Offeror's Affirmation of Understanding & Agreement
 - Exhibit I.M Compliance with Public Officers Law Requirements
 - Exhibit I.N Compliance with Americans with Disabilities Act
 - Exhibit I.O MWBE Utilization Plan (form MWBE-100)

Exhibit I.A - Proposal Submission Requirement Checklist

Exhibit I.P Offeror's Certification of Compliance Pursuant to State Finance Law §139-k
 Exhibit I.Q Certification of Good Faith Efforts (form MWBE-104)
 Exhibit I.U.2 NYS Supplier & Subcontractor Exhibit
 Exhibit I.W Compliance with NYS Workers' Compensation Law
 Exhibit I.X Extraneous Terms

- D. <u>Key Subcontractors</u>: The Offeror must provide a statement identifying all Key Subcontractors, if any, that the Offeror will be contracting with to provide program services and must, for each such Key Subcontractor identified, complete and submit Exhibit I.U.1 "Key Subcontractors":
 - 1. provide a brief description of the services to be provided by the Key Subcontractor; and
 - 2. provide a description of any current relationships with such Key Subcontractor and the clients/projects that the Offeror and Key Subcontractor are currently servicing under a formal legal agreement or arrangement, the date when such services began and the status of the project.

The Offeror must indicate whether or not, as of the date of the Offeror's Proposal, a subcontract has been executed between the Offeror and the Key Subcontractor for services to be provided by the Key Subcontractor relating to this IFB. If the Offeror will not be subcontracting with any Key Subcontractor(s) to provide program services, the Offeror must provide a statement to that effect.

√E. Reference Checks: The Offeror must list two (2) references of current clients and one (1) reference of a former client for a total of three (3) references for which the Offeror has supplied DEA Project Services similar to those required in this IFB. At least one (1) of the referenced clients must be an entity with at least one hundred fifty thousand or more Dependent lives subject to audit. If the Offeror has no former clients to include as references, the Offeror must include a statement attesting to that fact. Otherwise, the Offeror must include, at minimum, one (1) former client as a reference for which the Offeror has supplied services similar in nature to those required in this IFB. If the Offeror is proposing any Key Subcontractors or Affiliates, the references should be with clients for whom the Offeror and Key Subcontractor or Affiliate have jointly supplied services similar to those described in this IFB. For each Reference provided the Offeror must complete and submit Exhibit I.V, entitled "Program References." The Offeror shall be solely responsible for providing contact names and phone numbers that are readily available to be contacted by the State. The Offeror must also indicate what participation, if any, the project manager and each key staff person proposed for this Project had in the referenced services.

F. Financial Statements: The Offeror must provide a copy of the Offeror's last issued GAAP annual audited financial statement. A complete set of statements, not just excerpts, must be provided. Additionally, for each Key Subcontractor or Affiliate, if any, that provides any of the Program Services; provide the most recent GAAP annual audited statement. If the Offeror, or a Key Subcontractor or Affiliate, is a privately held business and is unwilling to provide copies of their GAAP annual audited financial statements as part of their Proposal, the Offeror/Key Subcontractor/Affiliate must make arrangements for the procurement evaluation team to review the financial statements. Note: If financial statements have not been prepared and/or audited, the Offeror/Key Subcontractor/Affiliate 's financial statements have not been prepared and/or audited, the Offeror/Key Subcontractor/Affiliate's financial statements and is unk reference attesting to the Offeror/Key Subcontractor/Affiliate's financial viability and creditworthiness. (Note: for purposes of this reference, the Offeror may not

Exhibit I.A - Proposal Submission Requirement Checklist

give as a reference, a parent or subsidiary company, a partner or an affiliate organization.) The letter must include the bank's name, address, contact person name and telephone number and it must address, at a minimum, the following items:

- a brief description of the business relationship between the parties (i.e., the Offeror/Key Subcontractor/Affiliate and the bank), including the duration of the relationship and the Offeror's current standing with the bank. For example: "The (Offeror/Key Subcontractor/Affiliate's name) is currently and has been for "x" number of years a client in good standing.";
- 2. a description of any ownership/partner relationship that may exist between the parties, if any. (Note: One party cannot be the parent, partner or subsidiary of the other, nor can one party be an affiliate of the other.); and,
- 3. any other facts or conclusions the bank may deem relevant to the State in regard to the bank's assessment of the Offeror/Key Subcontractor/Affiliate's financial viability and creditworthiness concerning the nature and scope of the Program Services, which are the subject matter of this IFB, and the parties (i.e., DCS and the Offeror or the Offeror and Key Subcontractor of Affiliate) contractual obligations should the Offeror be awarded the resultant contract.

G. Vendor Responsibility Questionnaire: The Offeror must complete and execute a NYS Vendor Responsibility Questionnaire for itself and all Key Subcontractors.

- 1. If the Offeror or Key Subcontractor, if any, is incorporated outside the State of New York, a recent certificate of Good Standing must be submitted for each.
- If the Offeror or Key Subcontractor, if any, has any employees in NYS, a confirmation of NYC's Worker's Compensation and NYS Disability coverage must be submitted for each.
- 4. <u>**REQUIRED CONTENT OF THE TECHNICAL SECTION:**</u> The Technical Section shall be responsive to the duties and responsibilities and submission requirements set forth in Section IV of this IFB and it shall contain the following information, in accordance with the submissions associated requirements, and in the order enumerated below:

Technical Section Submission Requirements

A. <u>Contractor Responsibilities</u>

- ✓1. Project Team
- 2. Project Implementation
- 3. Electronic Transfer of Data
- 4. Call Center Services
- 5. Secure Online Web Portal
- 6. Amnesty Period, Eligibility Verification Period and Appeal and Reinstatement Period(s)
- **7**. Communication Material
- ✓8. Outgoing and Returned Mail Process
- 9. Reporting
- 10. Project Return on Investment (ROI)
- 11. Performance Guarantees

Amended May, 29, 2015

B Technical Section Submission Requirements

- ✓1. Executive Summary
- 2. Project Team
- 3. Project Implementation
- 4. Electronic Transfer of Data
- 5. Call Center
- ✓6. Secure Online Web Portal
- 7. Amnesty Period, Eligibility Verification Period, and Appeal and Reinstatement Period
- 8. Communication Material

✓9. Reporting

5. **<u>REQUIRED CONTENT OF THE COST SECTION:</u>** The Offeror's Cost Section shall demonstrate that it will execute the duties and responsibilities set forth in Section V of this IFB and it shall contain the following information, in accordance with the submissions associated requirements below:

▲ A. Offeror shall submit a completed Exhibit V – DEA Project Services Fees, as required.

6. **REQUESTED REDACTIONS CD and HARD COPY:** The FOIL-related materials described herein which the Offeror is requested to provide per IFB, Section II.B.8 will not be considered part of the Offeror's Proposal and will not be reviewed as a part of the Procurement's evaluation process. Notwithstanding this they have been identified in this Checklist as a reminder to Offerors of the need to provide the requested items.

At the time of Proposal submission the Offeror is requested to submit:

- A. Exhibit I.C Freedom of Information Law Request for Redaction Chart
- B. Separately bound hardcopy of the Administrative Section, Technical Section, and Cost Section with each specific item requested to be protected from FOIL disclosure by highlighting in yellow.
- ___C. Electronic copy (on CD in Adobe Acrobat Professional software, version 8 or higher) of the complete Proposal noting each the specific item requested to be protected from FOIL which contains no more than three PDF files; one for each part of the Proposal (Administrative Section, Technical Section, and Cost Section).

NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the Offeror, by submission of this bid, certifies that it or any individual or legal entity in which the Offeror holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the Offeror, either (answer "yes" or "no" to one or both of the following, as applicable):

Have business operations in Northern Ireland. Yes _____ or No _____

Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles. Yes _____ or No _____

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each Offeror and each person signing on behalf of any Offeror 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 knowledge and belief:

- 1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror 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 Offeror and will not knowingly be disclosed by the Offeror prior to opening, directly or indirectly, to any other Offeror or to any competitor; and
- 3. No attempt has been made or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Date: 06/05/2015
PRINT: SIGNATORY'S NAME Venkat Tadanki TITLE CEO
INDIVIDUAL, CORPORATE OR PARTNERSHIP ACKNOWLEDGMENT
STATE OF CONIFORNIA ;
STATE OF CWIFORNIA ; COUNTY OF DRAMAR ; SS.:
On the day of JMC in the year 2015 before me personally appeared:
Venkat Tadamki, 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 S CANY ONWOOD, Town of
<u>Fivine</u> , County of <u>Ormal</u> , State of <u>Component</u> ; and further that, if applicable:
[Check One, If Applicable] (
, the partnership described in said instrument; that, by the terms of said partnership,he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority,he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership
Notary Public
ELLYN LOVELAND Commission # 2034681 Notary Public - California Orange County My Comm. Expires Jul 26, 2017

NAME AND TITLE OF PREPARER (Print or Type): Venkat Tadanki - CEO		PREPARED BY (Signatu	Totals	Service Workers	Laborers and Helpers	Operatives	Craft Workers	Administrative Support Workers	Sales Workers	Technicians	Professionals	First/Mid level officials & Managers	Executive/Senior level Officials & Managers			EEU Job Categories	Enter the total number of employees in each classification in each of the EEO-Job Categories identified.	FEIN: 33-0954754	Contractor/Subcontractor's Address: 5000 Birch Street, West Tower, Suite 1400,	Contractor/Subcontractor's Name:			Solicitation No.:				
EPARER			48					17			17	10	4	Work Force	Total		employees		Address:	Name:							
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Fype): ∨													30	Female (F)	Total	rk force by Gender	classific	Newport Beach, California, 92660	Birch S	t Inc	Su		Reportin		Albany, NY 12239	State of New York Department of Civil Service	
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											2			American Indian or Alaskan Native (M) (F)	n Indian an			rk force		Subcontractor's work force to be utilized on this contract	orce	Contractor's work force to be utilized on this contract			ION	Page 1-26 EQUAL EMPLOYMENT OPPORTUNITY STAFFING 'PLAN	Secti
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		DATE:												Disabled Individual M) (F)	shind					his contra		contract			EEO-10	Pag June 9 FFING	nistrative S
		DATE: 06/05/2015												Veteran (M) (F)						lct				Page 1 of 2	EEO-100 (9/2011)	Page 1-26 ne 9, 2015 NG PLAN	Section III: Administrative Section Exhibit I.G

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 Identification through tribal affiliation or community recognition. DISABLED INDIVIDUAL - any person who: has a physical or mental impairment that substantially limits has a record of such an impairment; or is recorded as having such an impairment. 	PANIC: A person of Mexican AN & PACIFIC ISLANDER: GRICAN INDIAN OR ALAS	ITE: (Not of Hispanic origin)CK: A person, not of Hispani	RACE/ETHNIC IDENTIFICATION Race/ethnic designations as used by the employee may be included in the group more than one race/ethnic group. The ra	Instructions for completing:1.Enter the Solicitation Number that this report ap2.Check off the appropriate box to indicate if the r3.Check off the appropriate box to indicate if the c4.Enter the total work force by EEO job category.5.Break down the total work force by gender and o6.Break down the total work force by race/ethnic l7.Enter information on any disabled or veteran em8.Enter the name, title, phone number and email a	General Instructions: All Offerors performance of the State contract ca the State contract. Where the work complete this form for the contracto planning or design of real property <i>z</i> the Department.			•
ABLED INDIVIDUAL - any person who: ABLED INDIVIDUAL - any person who: has 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.	HISPANIC: A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture ASIAN & PACIFIC ISLANDER: A person having origins in any of the original peoples of the Far East, So AMERICAN INDIAN OR ALASKAN NATIVE (Not of Hispanic Origin): A person having origins in an	WHITE: (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. BLACK: A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.	RACE/ETHNIC IDENTIFICATION Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific c employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in t more than one race/ethnic group. The race/ethnic categories for this survey are:	ions for completing: Enter the Solicitation Number that this report applies to along with the name and address of the Offeror (contractor). Check off the appropriate box to indicate if the report is the contractor or a subcontractor. Check off the appropriate box to indicate if the contractor's/subcontractor's work force being reported is just for the Enter the total work force by EEO job category. Break down the total work force by gender and enter under the heading "Work force by Gender." Break down the total work force by race/ethnic background and enter under the heading "Work force by Race/Ethni Enter information on any disabled or veteran employees included in the work force under the appropriate heading.	s must complete an EEO Staffing Plan (EEO 100) and an be separated out from the contractor's total work fo force to be utilized in the performance of the State con r's total work force. Subcontractors awarded a subco and improvements thereon (the "Work") except where		State of New York Department of Civil Service Albany, NY 12239	
ctivity	HISPANIC: A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race. ASIAN & PACIFIC ISLANDER: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands. AMERICAN INDIAN OR ALASKAN NATIVE (Not of Hispanic Origin): A person having origins in any of the original peoples of North America, and who maintains cultural	les of Europe, North Africa, or the Middle East. hups of the original peoples of Africa.	RACE/ETHNIC IDENTIFICATION Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:	ions for completing: Enter the Solicitation Number that this report applies to along with the name and address of the Offeror (contractor). Check off the appropriate box to indicate if the report is the contractor or a subcontractor. Check off the appropriate box to indicate if the contractor's/subcontractor's work force being reported is just for the contract or the total work force. Enter the total work force by EEO job category. Break down the total work force by gender and enter under the heading "Work force by Gender." Break down the total work force by race/ethnic background and enter under the heading "Work force by Race/Ethnic Identification." Enter information on any disabled or veteran employees included in the work force under the appropriate heading. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.	General Instructions: All Offerors must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's total work force, the Offeror shall complete this form the contractor's total work force. Subcontractors awarded a subcontract over \$25,000 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 must complete this form upon request of the Department.		EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN OFFICE OF FINANCIAL ADMINISTRATION EEO-100 (9/2011)	Section
	or the Pacific Islands. nerica, and who maintains cultural		For the purposes of this report, an r, no person should be counted in	rk force.	e work force to be utilized in the pated work force to be utilized on ork force, the Offeror shall ement, major repair, renovation, omplete this form upon request of	Page 2 of 2	Y STAFFING PLAN EEO-100 (9/2011)	Section III: Administrative Section Exhibit I.G

Exhibit I.K – Offeror's Affirmation of Understanding and Agreement

Part 1 of this Exhibit I.K, as contained on the following page, should be completed by the Offeror and emailed, faxed and/or mailed to the Dependent Eligibility Audit Services Procurement Manager as set forth in IFB, Section II.A.2.b.

Part 2 of this Exhibit I.K should, prior to initiating any contact with the Department, be completed for each Offeror officer, employee, agent or consultant retained, employed or designated, by or on behalf of the Offeror to appear before or contact the Department in regards to this Procurement and submit it to the Dependent Eligibility Audit Services Procurement Manager specified in IFB, Section II.A.2.b.

Exhibit I.K – Offeror's Affirmation of Understanding and Agreement

Part 1

Offeror's Affirmation of Understanding and Agreement

Instructions:

Pursuant to State Finance Law §§139-j and 139-k, this solicitation imposes certain procurement lobbying limitations. Offerors are restricted from making contacts during the procurement's "Restricted Period" (from the earliest 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 Offerors intending to result in a procurement contract with a governmental entity and ending with the final contract award and approval by the governmental entity and, where applicable, approval by the State Comptroller) to other than designated staff, unless the contact falls within certain statutory exceptions ("permissible contacts"). the Department's employees are required to obtain certain information from Offerors and others whenever there is a contact about the procurement during the Restricted Period, and are required to make a determination of the Offeror's responsibility that addresses the Offeror's compliance with the statutes' requirements. Findings of non-responsibility result in rejection for contract award, and if an Offeror is subject to two non-responsibility findings within four years from the date of the second non-responsibility finding.

Further information about these requirements can be found at: http://www.ogs.ny.gov/aboutOGS/regulations/defaultAdvisoryCouncil.html.

As a prerequisite for participating in this procurement, an Offeror must provide the following Affirmation of Understanding and Agreement to comply with these procurement lobbying restrictions in accordance with State Finance Law §§139-j and 139-k.

0.55 m A 65 m A	
The Offeror at Finance Law	on and Agreement firms that it understands the procurement lobbying requirements set forth in State §§139-j and 139-k, and agrees to comply with the Department's procedures missible contacts as required thereby.
Name of Offeror:	Secova
Ву:	(Signature)
Name:	Venkat Tadanki
Title:	CEO
Address:	5000 Birch Street, West Tower, Suite 1400
	Newport Beach, CA 92660
Date:	June 8, 2015

Exhibit I.K – Offeror's Affirmation of Understanding and Agreement

Part 2

Offeror D	esignated Contact
First Name	Brian
Last Name	Perrine
Company Name	Secova
Company Address:	
Street Address	5000 Birch Street, West Tower, Suite 1400
City	Newport Beach
State	CA
Zip	92660
Individual's Business Telephone # (xxx) xxx-xxxx	
Principal Place of Business (1)	Newport Beach, CA
Individual's Occupation	Vice President, Sales

(1) Enter the location of the individual's Principal Place of Business (e.g. Albany, NY)

Complete the table above for <u>each</u> Offeror officer, employee, agent or consultant retained, employed or designated, by or on behalf of the Offeror to appear before or contact the Department in regards to this Procurement, prior to the individual initiating any contact with the Department, and submit it to The DEAS Procurement Manager specified in Section II.A.2.b. of the IFB.



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

Compliance with Public Officers Law Requirements

ADM-992 (1/07)

The New York State Public Officers Law ("POL"), particularly POL Sections 73 and 74, as well as all other provisions of New York State law, rules and regulations, and policy establishes ethical standards for current and former State employees. In submitting its Proposal, the Offeror must guarantee knowledge and full compliance with such provisions for purposes of this IFB and any other activities including, but not limited to, contracts, bids, offers, and negotiations. Failure to comply with these provisions may result in disqualification from the procurement process, termination, suspension or cancellation of the contract and criminal proceedings as may be required by law.

The Offeror hereby submits its affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations.

Please provide below an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the Offeror because of prior, current, or proposed contracts, engagements, or affiliations. Please attach additional pieces of paper as necessary.

Name of Offeror: Secova Inc

Name & Title of Representative: Venkat Tadanki, CEO

Signature:

Date: 06/05/2015



State of New York Department of Civil Service Albany, NY 12239

Compliance with Americans with Disabilities Act

ADM-987 (1/07)

The Offeror hereby provides assurance of its compliance with the Americans With Disabilities Act (42 USC§12101 et. seq.), in that any services and programs provided during the course of performance of the Agreement resultant from this IFB shall be accessible under Title II of the Americans With Disabilities Act, and as otherwise may be required under the Americans With Disabilities Act.

Name of Offeror: Secova Inc

Name & Title of Representative: Venkat Tadanki, CEO

Signature:

Date: 06/05/2015

×	State of New York Department of Civil Sei	irk Service		MWBE UI	ILIZATION	Section III: Administrative Section Page 1-33 June 9, 2015
	Albany, NY 12239		OFFICE O	OFFICE OF FINANCIAL ADMINISTRATION	STRATION	MWBE-100 (9/2011)
INSTRUCTIONS: All Offeror the services to be provided by	INSTRUCTIONS: All Offerors must complete this MWBE Utilization Plan and submit it as part of their Proposal. The Plan must contain a detailed description of the services to be provided by each Minority and/or Woman-Owned Business Enterprise (M/WBE) identified by the Offeror.	Jtilization Plan and sub Owned Business Enter	mit it as par prise (M/W)	rt of their Proposal. Th BE) identified by the O	ie Plan must co fferor.	ntain a detailed description of
Offeror Name: Secova Inc			Fede	Federal Identification No.:	33-0954754	54
Address: 5000 Birch Street,	5000 Birch Street, West tower, Suite 1400		Solic	Solicitation No.: DEAS-	DEAS-2015-1	
City, State, Zip Code: Newpo	Newport Beach, California. 92660		M/M	M/WBE Goals for the Solicitation: MBE:	itation: MBE:	0 % WBE: 14 %
1. M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telenhone No.	2. Classification	3. Federal ID No.	4. De addi	4. Detailed Description of Work (Attach additional sheets, if necessary.)	Vork (Attach ry.)	0.0
A.High Road Press, LLC, 131 Varick St., NY NY 10013,	NYS ESD Certified	20-0669991	Print for d	Printing. Please refer to Exhibit I.U.1 for detailed description of services	Exhibit I.U.1 of services	\$ 750,000
B.	NYS ESD Certified MBE WBE					
6. WAIVER REQUESTED: MBE:	TYES NO IF	YES, submit form MWBE101	-	WBE: VES I	NO If YES, su	If YES, submit form MWRE101
PREPARED BY (Signature):			TEL	TELEPHONE NO.:	EMAIL ADDRESS:	RESS:
NAME AND TITLE OF PREPARER (Print or Type)-		enkat Tadanki, CEO	EO			
DATE: Offeror's Certification Status:] MBE []	WBE N/A				
SUBMISSION OF THIS FOR	SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S		*****	*********************FOR DEPARTMENT USE ONLV*****************	USE ONLY**	********
ACKNOWLEDGEMENT AN THE M/WBE REQUIREMEN	ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS		REVIEWED BY:	DATE:	E:	
EXECUTIVE LAW, ARTICL COMPLETE AND ACCURAT	EXECUTIVE LAW, ARTICLE 15-A. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A	L	ATION PL	UTILIZATION PLAN APPROVED:	YES DINO Date:	e:
FIUNDING OF NONCOMPLI	FIUNDING OF NONCOMPLIANCE AND/OR PROPOSAL		MBE CERTIFIED:	T XES INO		
DISQUALIFICATION.		WBE CI	WBE CERTIFIED: [□ YES □ NO		
		WAIVE	WAIVER GRANTED:	ED: C XES NO	NO	
				Total Waiver	Partial Waiver	iiver
		NOTICI	E OF DEFIC	NOTICE OF DEFICIENCY ISSUED:	YES 🗌	NO
		Date:				

Exhibit I.O

Offeror's Certification of Compliance Pursuant to State Finance Law §139-k(5)

Instructions:

New York State Finance Law (SFL) §139-k(5) requires that every contract award subject to the provisions of SFL §§139-k or 139-j shall contain a certification by the Offeror that all information provided to the Department with respect to SFL §139-k is complete, true and accurate.

At the time an Offer or Bid is submitted to the Department, the Offeror must provide the following certification that the information it has and will provide to the Department pursuant to SFL §139-k is complete, true and accurate including, but not limited to, disclosures of findings of non-responsibility made within the previous four years by any State governmental entity where such finding of non-responsibility was due to a violation of SFL §139-j or due to the intentional provision of false or incomplete information to a State governmental entity.

Offeror Certification

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

Name of Offeror:	Secova Inc	
By:		
(Signature)		
Name:	Venkat Tadanki	
Title:	CEO	
Address:	5000 Birch Street, West Tower, Suite 1400,	
	Newport Beach, California, 92660	
Date:	06/05/2015	

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

١,

Venkat Tadanki , the (awardee/contractor) awardee

agree to adopt the following policies with respect to the project being developed or services rendered at the New York State Department of Civil Service.

EEO

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:

- Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from the Department and solicit bids from them directly.
- (3) Where feasible, divide the work into smaller portions to enhanced participations M/WBEs and by encourage the formation of joint and other partnerships venture among M/WBE contractors to enhance their participation.
- (4) 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.
- (5) 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.

(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

Exhibit I.Q - M/WBE and EEO Policy Statement

Agreed to this	9 th	day of	lune	, 2015	
Ву					
Print:	Venkat 1	Tadanki		Title:	Chief Executive Officer

Prithviram Thularam is designated as the Minority Business Enterprise Liaison

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

(1) 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.

M/WBE Contract Goals

14% Minority and Women's Business Enterprise Participation

- 0% Minority Business Enterprise Participation
- 14% Women's Business Enterprise Participation

EEO Contract Goals

- 30% Minority Labor Force Participation
- 30% Female Labor Force Participation

Venkat Tadanki

(Authorized Representative)

Title: Chief Executive Officer

Date: 09-June-2015

⁽Name of Designated Liaison)

IFB # DEAS-2015-1 "Dependent Eligibility Audit Services"

NEW YORK SUBCONTRACTORS AND SUPPLIERS

As stated in Section II.B.11 of the IFB, Offerors are encouraged to use New York State businesses in the performance of Program Services. Please complete the following exhibit to reflect the Offeror's proposed utilization of New York State businesses.

Name(s) of New York Subcontractors and/or Suppliers	Address, City, State, and Zip Code	Description of Services or Supplies Provided	Estimate d Value Over 5-Year Contract Period	Identify if Subcontracto r <u>or</u> Supplier
Highroad Press LLC	131 Varick St., NY NY 10013	Printing	\$750,000	Subcontractor
Segal Co	333, West 34 Street, NY NY 10001- 2402	Supplemental Communications	\$40000	Subcontractor



Exhibit I.W - Compliance with NYS Workers' Compensation Law

Workers' Compensation Requirements under WCL § 57:

Secova affirms that it maintains Workers Compensation Insurance Coverage as specified under <u>WCL § 57</u> and <u>§220(8)</u> from a commercial insurance carrier.

B) C-105.2 -- Certificate of Workers' Compensation Insurance (the business's insurance carrier will send this form to the government entity upon request) PLEASE NOTE: The State Insurance Fund provides its own version of this form, the U-26.3.

Secova has requested that the appropriate forms be sent to the State as specified for C-105.2; "Certificate of Workers' Compensation Insurance (the business's insurance carrier will send this form to the government entity upon request)" and DB-120.1; "Certificate of Disability Benefits Insurance (the business's insurance carrier will send this form to the government entity upon request)."

Exhibit I.U.1 - Key Subcontractors or Affiliates

The Offeror must complete and submit this Exhibit as part of its Administrative Section. A separate form should be completed for each Key Subcontractor or Affiliate, if any. If the Offeror will not be subcontracting with any Key Subcontractor(s) or Affiliate(s) to provide any of the services required under the IFB, the Offeror must complete and submit a single Exhibit I.U.1 to that affect.

INSTRUCTION: Prepare this form for each Key Subcontractor or Affiliate			
Offeror's Name: Secova Inc.			
The Offeror: ✓ is □ is not proposing to utilize the services of a Key Subcontractor(s) or Affiliate(s) to provide Program Services			
 ✓ is □ is not proposing to utilize the 	services of a subcontractor(s) to provide Program Services ore during the term of the 5 year agreement		
Subcontractor's Legal Name:	Highroad Press LLC		
Business Address: Subcontractor's Legal Form:	220 Anderson Avenue, Moonachie, NJ 07074-1632		
✓ has not been executed between the Offeror and the subcontractor(s) for services to be provided by such subcontractor(s) relating to Dependent Eligibility Audit Services Program Services.			
In the space provided below, describe the Key Subcontractor's or Affiliate's role(s) and responsibilities regarding Program Services to be provided. An Offer and Acceptance of the terms have been agreed upon by the parties contingent on award to Secova by DCS. For printing and fulfillment of the NYSHIP Dependent Eligibility Verification Project, Secova will be partnering with HighRoad Press. Secova requires HighRoad Press to meet our high security and privacy standards. HighRoad Press is an award-winning G7 printing company founded in 2004 in NYC and now located in the Meadowlands area of NJ. They maintain a Manhattan sales office and offer web press printing at their partner facility in PA. All printing and mailing for the NYSHIP Dependent Eligibility Audit project will be completed inside their 40,000 sq. ft. Meadowlands facility. Services offered include: prepress, retouching,			
integrated marketing solutions, sheet fed and digital printing, along with a full-service bindery, mailing and fulfillment department. They employ a competent, diverse staff following best practices in all areas of production and service.			

Committed to staying "green", HighRoad maintains a progressive recycling program and is an FSC[®], SFI[®] certified company and EPA partner. As a woman-owned business their diversity certifications include WBENC, SBA/WOSB, NYC and NY Empire State.

HighRoad Press works in a team approach to ensure that all staff assigned to the NYSHIP Dependent Eligibility Verification project will provide proper tasks, activities, and schedules that will be determined by Secova regarding the scope of work for this project. The Project Manager for the account team works with key staff consisting of a team estimator, production manager, and administrative assistant. These dedicated team members work in a collaborative approach to ensure that the best service possible is maintained and the highest quality product is delivered.

Relationship between Offeror and Key Subcontractor or Affiliate for Current Engagements: (Complete items 1 through 5 for each client engagement identified)

1. Client:	N/A		
2. Client Reference Name and Phone #	N/A		
3. Program Title:	N/A		
4. Program Start Date:	N/A		
5. In the space provided below, Program Status:			
N/A			
6 In the appear provided below, departing the releasend reappendibilities of the Offerer and			

6. In the space provided below, describe the roles and responsibilities of the Offeror and subcontractor in regard to the program identified in 3, above:

N/A

Note: While there are currently no current client engagements, Segal and HighRoad Press have many prior joint engagements. References can be made available upon request.

Exhibit I.U.1 - Key Subcontractors or Affiliates

The Offeror must complete and submit this Exhibit as part of its Administrative Section. A separate form should be completed for each Key Subcontractor or Affiliate, if any. If the Offeror will not be subcontracting with any Key Subcontractor(s) or Affiliate(s) to provide any of the services required under the IFB, the Offeror must complete and submit a single Exhibit I.U.1 to that affect.

INSTRUCTION: Prepare this form for each Key Subcontractor or Affiliate			
Offeror's Name:	Secova Inc.		
The Offeror:			
✓ is			
is not	services of a Key Subcontractor(s) or Affiliate(s) to provide		
Program Services	services of a key Subcontractor(s) of Anniate(s) to provide		
✓ is			
□ is not			
	services of a subcontractor(s) to provide Program Services ore during the term of the 5 year agreement		
Subcontractor's Legal Name:	Segal Co.		
Business Address:	333 West 34th Street, New York, NY 1001-2402		
Subcontractor's Legal Form:	✓ Corporation □ Partnership □ Sole Proprietorship		
	□ Other		
been executed between the Offeror and the subcontractor(s) for services to be provided by such subcontractor(s) relating to Dependent Eligibility Audit Services Program Services.			
In the space provided below, describe the Key Subcontractor's or Affiliate's role(s) and responsibilities regarding Program Services to be provided.			
 An Offer and Acceptance of the terms have been agreed upon by the parties contingent on award to Secova by DCS. Segal will partner with Secova to develop, draft, design and deliver supplemental communications – that is, communications other than the forms and letters employees use to comply with the audit request. Their contribution to the communications campaign would focus more on internal processes and constituencies, so that all involved understand their responsibilities and the significance of compliance and feel equipped to easily and effectively comply with the guidelines covering the audit. Listed below are among their suggested deliverables: HR staff/manager announcement and FAQs. Provide advance notice about documentation portion of audit, and answers to likely employee questions, to HR staff and managers. FAQs for employees. Answer questions about the audit that employees will likely have. Postcard (6 x 9) series. They recommend a series of four: Announce and briefly describe the purpose of the audit 			

2. Remind employees of key dates and actions during the Amnesty and Eligibility Verification Periods

- 3. Reminder sent a week prior to end of the Amnesty Period
- 4. Reminder sent a week prior to end of Eligibility Verification Period.
- Talking Points for Managers/Supervisors. A set of key talking points for leaders to use as they answer questions and address their direct reports.
- Email campaign. Weekly short, simple informative emails that describe the Audit process, explain why it is being administered, define key terms, convey key dates, etc.
- Posters. Three 11 x 17 posters promoting the Audit that may be locally reproduced in either color or black and white.
- Website banners. These would leverage postcard and other content to provide reminders, messages of encouragement, countdown to end of Amnesty and Eligibility Verification Periods and other key messages via the web.
- Social media. For employing social media channels, they will work with the Department to repurpose content from other campaign elements for use on Facebook, Twitter, Instagram, YouTube, etc.
- Articles for NYS newsletters. Segal can provide content for any current internal publications used to share benefits information with employees and their dependents.

Relationship between Offeror and Key Subcontractor or Affiliate for Current Engagements: (Complete items 1 through 5 for each client engagement identified)

1.	Client:	N/A	
2.	Client Reference Name and Phone #	N/A	
3.	Program Title:	N/A	
4.	Program Start Date:	N/A	
5.	5. In the space provided below, Program Status:		
N/	A		

6. In the space provided below, describe the roles and responsibilities of the Offeror and subcontractor in regard to the program identified in 3, above:

N/A

Note: There are no current Engagements with the subcontractor. However, there have been several in the past few years. Please refer to references provided for current and previous clients.

Reference #: 1

Current or Former Customer?: Current Customer

Abstract			
Customer For Whom Services Were Performed: University of California			
Number of covered Lives:			
Customer Address: 1111 Franklin Street, 9th Floor			
Oakland, California. 94607-5200			
Program Description: (The Offeror should submit specific details concerning the program identified in satisfaction of the requirements in IFB, Section III.E. This information should be provided as an attachment to this form and the information provided should support the Offeror's assertion that it can successfully implement and administer programs of the scope and complexity as set forth in this IFB# DEAS-2015-1.)			
Program Contact References: (Required And Will Be Verified) (Attach 2 current and 1 former client reference)			
Contact Name: Sally Philbin Contact Title:			
Phone Number:E-Mail Address:			
Contact Name:Contact Title:			
Phone Number: E-Mail Address:			

University of California Program Description:

In March 2012, the University of California (UC) and Secova and Segal Company initiated a three phase process of verifying the eligibility of all family members enrolled in UC-sponsored health plans The population reviewed included Faculty, Staff, Retirees, and COBRA participants.

After initial project planning, Verification Packets were mailed to all members with enrolled family members to begin the verification process. Compliance was confirmed by member submission of specific documentation for each enrolled family member. A total of 175,815 family members enrolled in UC-

Exhibit I. V 1- Program References Description

University of California Program Description:

In March 2012, after the planning phase concluded, the University of California (UC) and Secova and Segal Company initiated a three phase process of verifying the eligibility of all dependents enrolled in UC-sponsored health plans The population reviewed included Faculty, Staff, Retirees, and COBRA participants.

After initial project planning, Verification Packets were mailed to all members with enrolled family members to begin the verification process. Compliance was confirmed by member submission of specific documentation for each enrolled family member. A total of 175,815 dependents enrolled in UC- sponsored health plans, across 21 campuses and/or medical centers, were subject to verification. The project concluded in August, 2012.

During this period of time, Secova:

- Mailed customized single-page Verification Packets to **82,573 members**
- Mailed customized multi-page Verification Packets to 7,513 members
- Mailed customized single-page Reminder Packets to **58,284 members** who had yet to respond to the 3/21 original mailing
- Mailed customized multi-page Reminder Packets to **5,721 members** who had yet to respond to the original 4/6 mailing
- Mailed customized Final Reminder Packets to **15,636 members** who had yet to respond to the original mailing, providing an extended grace period until 6/30
- Mailed customized De-Enrollment Letters to **3,637 members** in an incomplete status, informing them of the appeal process that ends 9/10
- Mailed customized De-Enrollment Letters to **1,151 members** in a no response status
- Mailed customized Voluntary Drop Letters to **2,220 members** who had voluntarily de-enrolled family members from coverage, providing them additional information on how to find alternate coverage.

In response to member submissions, the following determination notices were issued by Secova:

- ✓ 7-Day Reminder E-mail sent every 7 days after the online submission of the Verification Cover Sheet until the member submitted additional documentation. Secova e-mailed 4,680 of these notices.
- ✓ Incomplete Letter details documents received, reasons those documents were incomplete, and action required to complete submission. Secova. mailed 43,210 incomplete letters.
- ✓ Confirmation Letter sent upon the member's completion of family member verification and listing the status of all enrolled family members. Secova mailed 84,336 and e-mailed 69,307 confirmation letters.
- ✓ Secova also e-mailed 3,013 as well as reprinted and mailed 6,848 cover sheets and verification packets to members who indicated they needed a replacement.

During the Verification, Secova:

- Processed **55,080 mailed document sets** sent by members
- Processed 51,155 faxed document sets sent by members
- Processed **59,993 document sets uploaded online** by members
- Received 91,792 customer service calls
- Conducted **16,247 outbound telephone calls** throughout the project to members in an incomplete or no-response status for which Secova, Inc. had valid phone numbers

Reference #: 2

Current or Former Customer?: Former Customer

Abstract			
Customer For Whom Services Were Performed: Public Education Employees' Health Insurance Plan			
Number of covered Lives: 11500			
Customer Address: PO Box 302150			
PO B0X 302150			
Montgomery, AL 36130			
Program Description: (The Offeror should submit specific details concerning the program identified in satisfaction of the requirements in IFB, Section III.E. This information should be provided as an attachment to this form and the information provided should support the Offeror's assertion that it can successfully implement and administer programs of the scope and complexity as set forth in this IFB# DEAS-2015-1.)			
Program Contact References: (Required And Will Be Verified) (Attach 2 current and 1 former client reference)			
Contact Name: Lee Hayes Contact Title:			
Insurance Director			
Phone Number: E-Mail Address:			
Contact Name:Contact Title:			
Phone Number: E-Mail Address:			



Public Education Employee's Health Insurance Plan (PEEHIP) Program Description:

In early April 2011, after the planning phase concluded, the Public Education Employees' Health Insurance Plan (PEEHIP) of the State of Alabama and Secova initiated the process of verifying the eligibility of all dependents enrolled in PEEHIP health coverage. Audited plans included medical, dental, vision, hospital indemnity and cancer. Both active and retiree members were subject to the verification. Eligibility was confirmed by member submission of specific documentation for each enrolled dependent. Where eligibility could not be confirmed, members have been placed in an "account claim hold" status. As members produced the required documentation, claims hold status was removed and dependent coverage reinstated. The project concluded in August, 2011.

A total of 178,927 dependents enrolled in PEEHIP health coverage were subject to verification.

During this period of time, Secova:

- Mailed 96,636 customized Verification Packets to all members with at least 1 dependent enrolled in PEEHIP health coverage plans
- Mailed 92,117 Reminder Postcards to members who had yet to respond to the original mailing
- Mailed 73,929 customized Reminder Packets to members who had yet to respond to the original mailing or the Reminder Postcard
- Made 12,295 outbound telephone calls to members with one or more dependents in an incomplete or no response status
- Mailed 22,031 customized Pending Claim Hold Notices to members with one or more dependents in an incomplete or no response status, informing them that the original document submission deadline of June 6 had been extended to June 3
- Mailed 10,024 customized Final Determination Letters to members with one of more dependents in an incomplete or no response status, notifying them that their account had been placed on claim hold and that once the required documentation was submitted, claim hold status would be reverted

In response to member submissions, the following determination notices were issued by Secova.:

- ✓ A 7-Day Reminder E-mail sent every 7 days after the online submission of the Verification Cover Sheet until the member submitted additional documentation. Secova e-mailed 11,714 over the course of the project.
- ✓ An Incomplete Letter details documents received, specific reasons those documents were not sufficient to verify one or more dependents, and contains instructions on how to complete submission. Secova sent 63,884 incomplete letters over the course of the project.
- ✓ A Confirmation Letter mailed upon the member's completion of dependent verification and listing the status of all enrolled dependents. Secova mailed 91,239 and e-mailed 81,271 confirmation letters over the course of the project.
- ✓ Secova also reprinted and mailed 29,095 cover sheets and verification packets to members who indicated they needed another one.

Exhibit I. V 2- Program References Description



During the Verification, Secova:

- Processed **73,818 mailed document sets** sent by members
- Processed **70,959 faxed document sets** sent by members
- Processed **31,101 document sets uploaded online** by members
- Received 161,267 customer service calls
- Conducted **12,295 outbound telephone calls** throughout the project to members in an incomplete or no-response status

ROI was estimated at approximately 20:1 for the project.

Subsequent to the conclusion of the aggregate population audit, Secova conducted a full Coordination of Benefits Audit for PEEHIP.

Reference #: 3

Current or Former Customer?: Former Customer

Abstract			
Customer For Whom Services Were Performed: North Carolina State Health Plan for Teachers and State Employees			
Number of covered Lives: 174,172			
Customer Address: 325 N. Salisbury St.			
Raleigh, NC 27603			
Program Description: (The Offeror should submit specific details concerning the program identified in satisfaction of the requirements in IFB, Section III.E. This information should be provided as an attachment to this form and the information provided should support the Offeror's assertion that it can successfully implement and administer programs of the scope and complexity as set forth in this IFB# DEAS-2015-1.)			
Program Contact References: (Required And Will Be Verified) (Attach 2 current and 1 former client reference)			
Contact Name: Linda Forsberg Contact Title: Program Administrator			
Phone Number: E-Mail Address:			
Contact Name:Contact Title:			
Phone Number: E-Mail Address:			

State Health Plan of North Carolina Program Description:

For the period of July 30, 2010 through December 15, 2010, 174,172 enrolled dependents from 97,664 participants were subject to eligibility verification. <u>Over a period of 20 weeks, 94.99% of the dependent population was verified as eligible.</u>

After initial project planning, the following communications were utilized to set the stage for the upcoming verification:

- Segal Company helped the State Health Plan design Annual Enrollment communications beginning in January which were utilized to announce the dependent verification during the 3/15 – 4/9 enrollment period. The "What's New in 2010" section introduced the upcoming verification and Secova as the plan's administrator, along with current dependent eligibility rules.
- Segal also helped design a press release issued by the State Health Plan which was released in July, announcing the project.
- Segal drafted a weekly update provided to the plan's Health Benefit Representatives once the verification began.

Project communications were then issued upon formal commencement of the project:

- Verification Packet was mailed to more than 97,000 plan participants with dependents, beginning with retirees.
- Reminder Packet was mailed to participants who had yet to respond to the original mailing
- Secova initiated outbound calls to participants in a no response and incomplete status, reminding them of the 10/15 document submission deadline. Almost 83,000 calls were made to participants over the course of the verification.
- Secova mailed a Suspension of Coverage letter and Appeals Form, and Blue Cross Blue Shield (BCBS) began terminating dependents from the plan who had not been verified by participants.

In response to participant submissions, the following determination notices were issued by Secova:

- A Receipt of Documents email within 24 hours of documents being received and indexed by Secova, notifying participants documents were being processed and formal determinations would be issued within 10 business days
- A 7 Day Reminder Email sent every 7 days after the online submission of the Verification Form until the participant submitted additional documentation
- An Incomplete Letter detailing documents received and the specific reasons those documents were not sufficient to verify one or more dependents, with instructions for participants on how to complete their submission. More than 23,000 incomplete letters were sent over the course of the project.
- A Confirmation Letter mailed upon the participant's completion of dependent verification and listing the status of all enrolled dependents. More than 94,000 confirmation letters were sent over the course of the project.
- Secova also reprinted and sent more than 10,000 cover letters and packets to participants who indicated they needed another one.

A five-year ROI was estimated at more than 119:1.

Reference #: ____4

Current or Former Customer?: Current Customer

Abstract			
Customer For Whom Services Were Performed: State of New Hampshire **			
Number of covered Lives: 35,000			
Customer Address: Administrative Services, New Hampshire Bureau of Purchase and Property			
25 Capitol Street, Room 102			
Concord, NH			
Program Description: (The Offeror should submit specific details concerning the program identified in satisfaction of the requirements in IFB, Section III.E. This information should be provided as an attachment to this form and the information provided should support the Offeror's assertion that it can successfully implement and administer programs of the scope and complexity as set forth in this IFB# DEAS-2015-1.)			
Program Contact References: (Required And Will Be Verified) (Attach 2 current and 1 former client reference)			
Contact Name: Michael O'Mahony Contact Title: Manager, Privacy and Administrations			
Phone Number: E-Mail Address:			
Contact Name: Contact Title:			
Phone Number: E-Mail Address:			

*Note: The State of New Hampshire's Dependent Eligibility Verification Audit is still underway at this time. The project activity and communications are typical for state projects, but no results are available at present.



F. Financial Statements

Secova is a privately held company. We are in good standing with our bank (Silicon Valley Bank) with a \$2 million line of unutilized credit and a positive Dunn & Bradstreet rating. In line with Section III, Requirement F on page 3-7 we are submitting the following documents at this time:

- 1. Secova's Dunn & Bradstreet Credibility Report
- 2. Bank Letter- Silicon Valley Bank

Prior to contract signing, Secova and its subcontractors are fully prepared to make arrangements for the evaluation team to review all necessary financial information.

Secova, Inc. DUNS: 11-480-1660

Dashboard

Company Info		
5000 Birch St W Tower Ste 1400 Newport Beach, CA 92660 Phone: (714) 384-0530	DBA's : (SUBSIDIARY OF SECOVA ESERVICES, INC., NEWPORT BEACH, CA)	URL: www.secova.com
	1	

Scores

PAYDEX®	Delinquency Predictor		Financial Stress		Supplier Eval. Risk Rating	Credit Limit Rec.	DandB Rating
Score	Score	Class	Score	Class	Rating	Recommendation	Rating
79 🔺	498 🔺	3	1516 🔺	2	1 🔻	\$25K	1R3

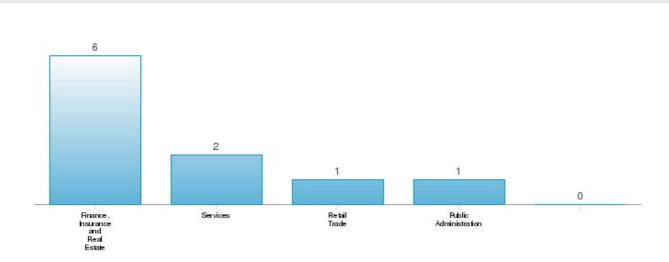
Recent Alerts

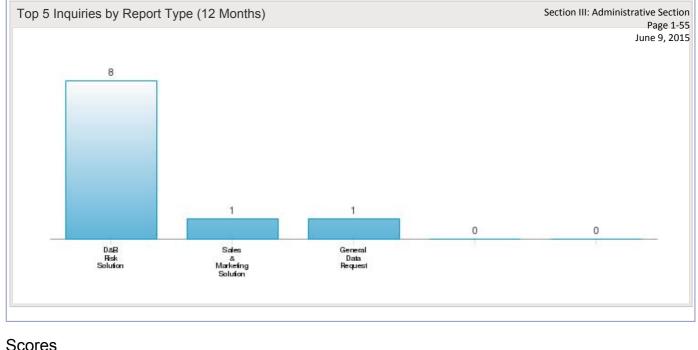
There are currently no alerts issued for this company. If you only recently began monitoring this company, you will not receive your first alerts until score changes or events occur.

Inquiries

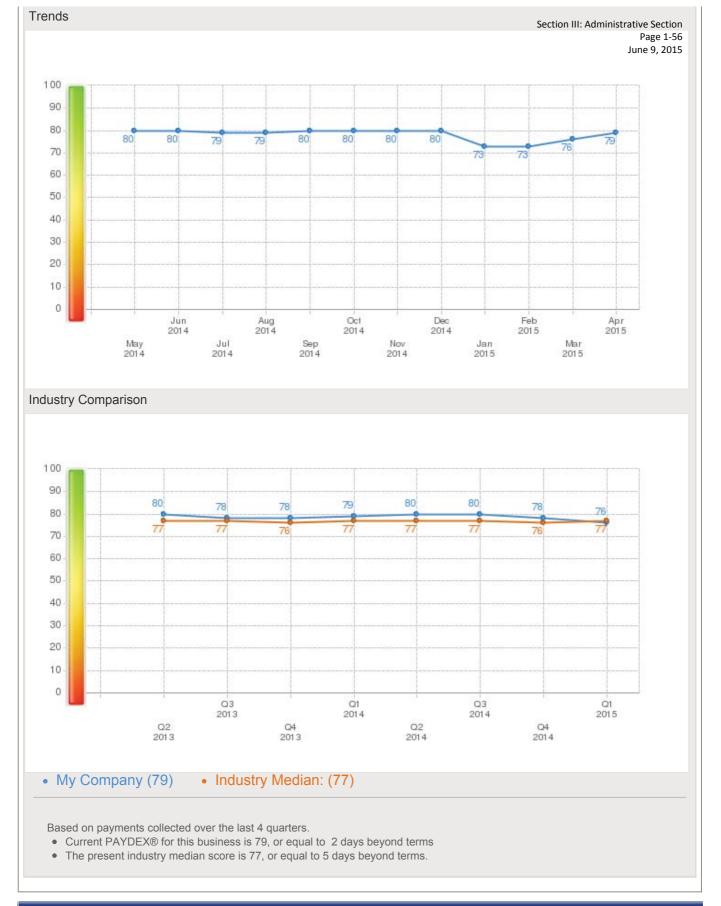
Most Recen	Most Recent						
Date	SIC / Sector	Report type					
01/30/15	Finance, Insurance and Real Estate	General Data Request					
12/24/14	Public Administration	D&B Risk Solution					
12/12/14	Finance, Insurance and Real Estate	D&B Risk Solution					
12/08/14	Services	D&B Risk Solution					
12/04/14	Finance, Insurance and Real Estate	D&B Risk Solution					

Top 5 Inquiries by SIC / Sector (12 Months)





YDEX	®								
	79		Month PAYDE	X®	1	I	79 100 l		
	2 days	beyond ter	ms		 120 Days Slow	30 Days Slow	Prompt		
ndersta	anding My So	core							
ne D&B ayment e	PAYDEX® is a u experiences as re	nique, dollar eported to D&	weighted inc B by trade re	licator of pa eferences.	ayment perform	ance based on			
Recent I	Payments								
Total (La	ast 12 Months):	12							
Date	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)			
03/2015	Ppt	\$35,000	\$10,000	\$0					
03/2015	Ppt	\$7,500	\$7,500	\$0					
03/2015	Ppt	\$1,000	\$1,000	\$0					
03/2015	Ppt	\$1,000	\$0	\$0	N30	4-5 mos			
03/2015	Ppt	\$100	\$0	\$0	N30	2-3 mos			
Key									
PAYDEX	® Paymer	nt Practices	PAYDEX	® F	Payment Practices	5			
100	Ant	icipate	40	60	Days Beyond Ter	ms			
90	Dis	scount	30	30 90 Days Beyond Terms		ms			
80	Pi	rompt	20	20 120 Days Beyond Terms		rms			
	15 Day	ys Beyond	1-19	Over 120 Days Beyond Terms		Terms			
70									
70 60	22 Days E	Beyond Terms	Beyond Terms UN		Unavailable				



Delinquency Predictor Score

Score

Class

Percentile

498

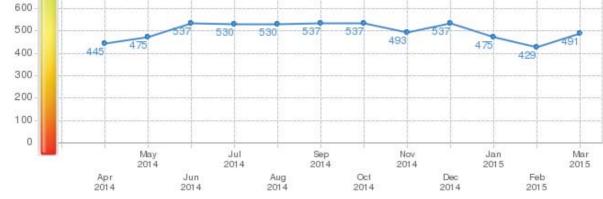
3

50%

Moderate risk of severe payment delinquency over next 12 months



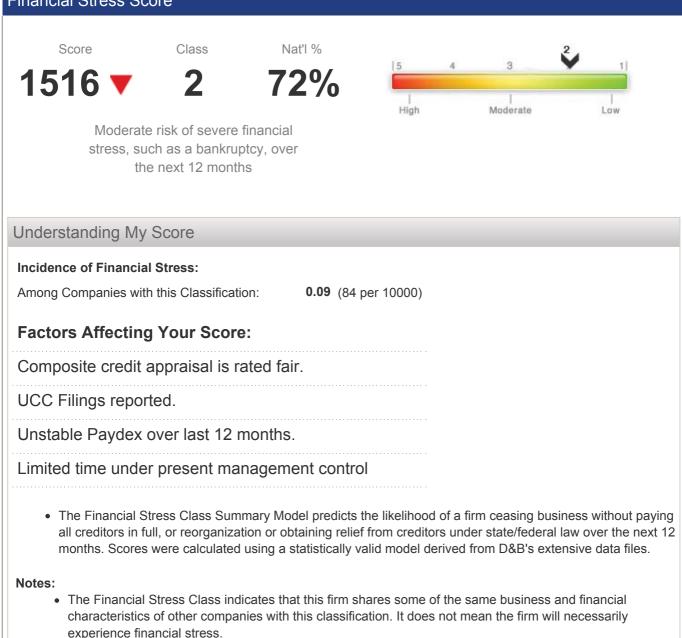
Jnderstandi	ng My Score			Section III: Adm	inistrative Sec Page June 9, 2
a company will seek legal relie 12 months bas	quency Predictor (formerly the C pay in a severely delinquent man of from creditors, or cease operati ed on the information in D&B's d at least 10% of its dollars 91+ day	nner (91+ days ions without pay atabase. A seve	past term) over the n ing all creditors in ful	ext 12 months, I over the next	June 9, 1
Incidence of D	Delinquent Payment:				
Among Compa	nies with this Classification:	5.80%			
Factors Af	fecting Your Score:				
Limited num	nber of satisfactory payme	ent experiend	ces		
Higher risk	industry based on delinqu	iency rates fo	or this industry		
Higher risk	region based on delinque	ncy rates for	this region		
•	iness activity signals repo				
	e under present managem	•			
	precent manager				
Key					
Risk Class	% of Businesses within this Class	Percentile	Score		
1	10%	91-100	580-670		
2	20% 40%	71-90 31-70	530-579 481-529		
4	20%	11-30	453-480		
5	10%	1-10	101-452		
,					
rends - Scores	s, 12 Month				
1000					
900 -					
800 -					
700					
600					1
		-	-		45 I I



• My Company (498)

Industry Comparison



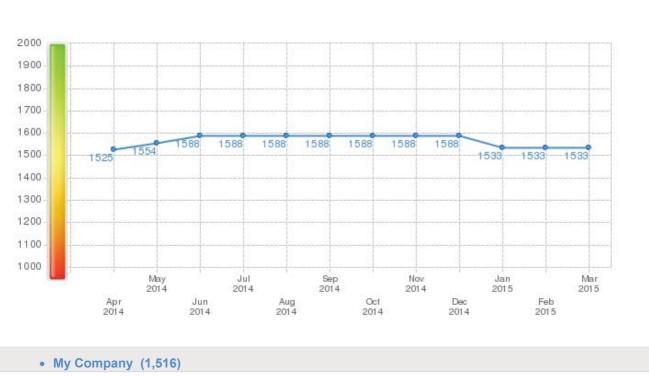


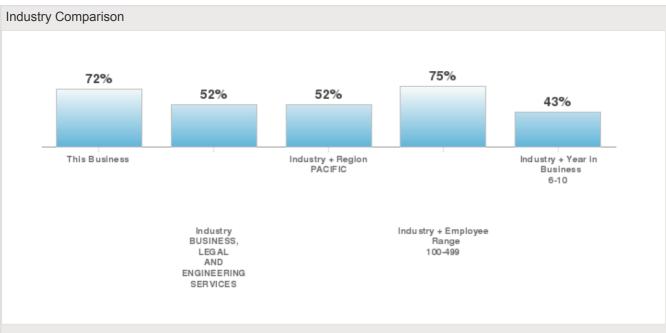
• The Incidence of Financial Stress shows the percentage of firms in a given Class that discontinued operations over the past year with loss to creditors. The Incidence of Financial Stress - National Average represents the national failure rate and is provided for comparative purposes.

- The Financial Stress National Percentile reflects the relative ranking of a company among all scorable companies in D&B's file.
- The Financial Stress Score offers a more precise measure of the level of risk than the Class and Percentile. It is especially helpful to customers using a scorecard approach to determining overall business performance.
- All Financial Stress Class, Percentile, Score and Incidence statistics are based on sample data from

Key			
Score	Class	Percentile	Incidence of Financial Stress
1570-1875	1	95-100	6.0%
1510-1569	2	69-94	10.6%
1450-1509	3	34-68	18.4%
1340-1449	4	2-33	31.5%
1001-1339	5	1	70.0%

Trends - Scores, 12 Month





Section III: Administrative Section Page 1-59 June 9, 2015 Based on payments collected over the last 4 quarters.

- Lower risk than other companies in the same region.
- Lower risk than other companies in the same industry.
- Higher risk than other companies in the same employee size range.
- Lower risk than other companies with a comparable number of years in business.

June 9, 2015



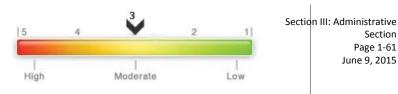
Credit Limit Recommendation

Risk Category

Conservative Credit Limit \$25k Aggressive Credit Limit

\$80k

Moderate



Understanding My Score

D&B's Credit Limit Recommendation is intended to help you more easily manage your credit decisions. It provides two recommended dollar guidelines:

A conservative limit, which suggests a dollar benchmark if your policy is to extend less credit to minimize risk.

An aggressive limit, which suggests a dollar benchmark if your policy is to extend more credit with potentially more risk.

The dollar guideline amounts are based on a historical analysis of credit demand of customers in D&B's U.S.

payments database which have a similar profile to your business.

D&B Rating®



Number of employees: 1R indicates 10 or more employees Composite Credit Appraisal: 3 is fair

D&B Rating	Date Applied
1R3	2014-12-30
1R2	2013-05-13
1R3	2009-11-09
	2006-05-25

Understanding My Score

Factors Affecting Your Score

of Employees Total: 186

Payment Activity (based on 12 experiences):

Average High Credit: \$4,781

Highest Credit: \$35,000

Total Highest Credit: \$52,600

Note: The Worth amount in this section may have been adjusted by D&B to reflect typical deductions, such as certain intangible assets.

Inquiries

12 Month Summary

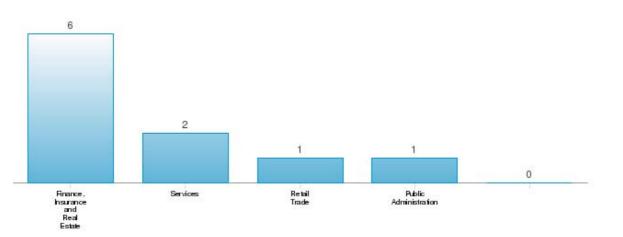
Over the past 12 months ending 4-2015, 10 individual requests for information on your company were received; this represents a 80.00% increase over the prior 12 month period. The 10 inquiries were made by 0 unique customers indicating that some companies have inquired on your business multiple times and may be monitoring you. Of the total products purchased, 6, or 60.00% came from the Finance, Insurance and Real Estate sector; 2, or 20.00% came from the Services sector; 1, or 10.00% came from the Retail Trade sector.

12 Month Total# Inquiries: 1012 Month Unique Customers:0

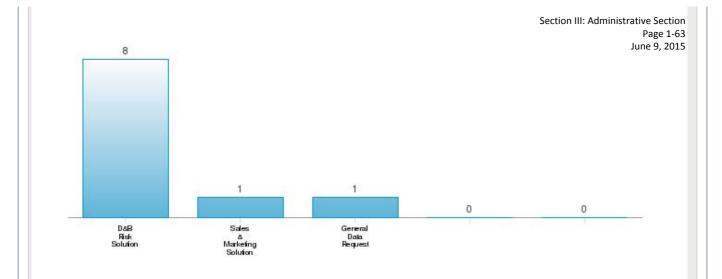
Date 🔻	Report type	SIC / Sector
01/30/15	General Data Request	Finance, Insurance and Real Estate
12/24/14	D&B Risk Solution	Public Administration
12/12/14	D&B Risk Solution	Finance, Insurance and Real Estate
12/08/14	D&B Risk Solution	Services
12/04/14	D&B Risk Solution	Finance, Insurance and Real Estate
12/04/14	D&B Risk Solution	Finance, Insurance and Real Estate
10/23/14	Sales & Marketing Solution	Services
10/14/14	D&B Risk Solution	Retail Trade
08/25/14	D&B Risk Solution	Finance, Insurance and Real Estate
05/08/14	D&B Risk Solution	Finance, Insurance and Real Estate

Trends - 12 Month 10 8 # Of Inquiries 6 4 2 0 0 May 2014 Jul 2014 Jan 2015 Sep Nov Mar 2014 2014 2015





Top 5 Report Types Graph(12 Months) Section III: Administrative Section Page 1-62 June 9, 2015



All Inquiries by Industry and SIC / Sector

SIC/Sector	May 2014 to	Aug 2014 to	Nov 2014 to	Feb 2015 to	Total
	Jul 2014	Oct 2014	Jan 2015	Apr 2015	Inquiries
Finance, Insurance and Real Estate	1	1	4	0	6
Public Administration	0	0	1	0	1
Retail Trade	0	1	0	0	1
Services	0	1	1	0	2

Inquiries by Report Type

Report Type	May 2014 to Jul 2014	Aug 2014 to Oct 2014	Nov 2014 to Jan 2015	Feb 2015 to Apr 2015	Total
D&B Risk Solution	1	2	5	0	8
General Data Request	0	0	1	0	1
Sales & Marketing Solution	0	1	0	0	1

Payments

Currency: Shown in USD unless otherwise indicated

Payments Summary

Current PAYDEX®:	79	Equal to 2 days beyond terms
Industry Median:	77	Equal to 5 DAYS BEYOND terms
Payment Trend:	↔	Unchanged, compared to payments three months ago

Total payment Experiences in D&Bs File (HQ):	12
Payments Within Terms (not dollar weighted):	94
Total Placed For Collection:	NA
Average Highest Credit:	4,781
Largest High Credit:	35,000
Highest Now Owing:	10,000
Highest Past Due:	NA

Payments Summary by Industry

	Total	Total Dollar	Largest High Credit	Within		Days	Slow	
	Received	Amount	Payment summary	Terms	31	30-80	81-90	90
Top Industries								
Telephone communictns	4	\$44,250	\$35,000	100%	0	0	0	0
Misc business service	2	\$2,750	\$2,500	100%	0	0	0	0
Misc business credit	2	\$2,000	\$1,000	100%	0	0	0	0
Gravure printing	1	\$2,500	\$2,500	0%	100	0	0	0
Ret mail-order house	1	\$1,000	\$1,000	100%	0	0	0	0
Whol office supplies	1	\$100	\$100	100%	0	0	0	0
Other Categories								
Cash experiences	0	\$0	\$0					
Unknown	1	\$0	\$0					
Unfavorable comments	0	\$0	\$0					
Placed for collections with D&B:	0	\$0	\$0					
Other	0	N/A	\$0					
Total in D&B's file	12	\$52,600	\$35,000					

Payments Beyond Terms						
Total (Last 1	2 Months): 1					
Date▼	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)
03/2015	Slow 30	\$2,500	\$0	\$0		2-3 mos

All Payments		
Total (Last 12 Months):	12	

Date▼	Paying Record	High Credit	Now Owes	Past Due	Selling Terms	Last sale w/f (Mo.)	Section III: Administrati	ve Section
03/2015	Ppt	\$35,000	\$10,000	\$0				Page 1-65 ne 9, 2015
03/2015	Ppt	\$7,500	\$7,500	\$0				
03/2015	Ppt	\$1,000	\$1,000	\$0				
03/2015	Ppt	\$1,000	\$0	\$0	N30	4-5 mos		
03/2015	Ppt	\$100	\$0	\$0	N30	2-3 mos		
03/2015	Slow 30	\$2,500	\$0	\$0		2-3 mos		
02/2015	Ppt	\$2,500	\$0	\$0		6-12 mos		
02/2015	Ppt	\$250	\$0	\$0		6-12 mos		
09/2014	(009)				Lease Agreemnt	1 mo		
09/2013	Ppt		\$1,000	\$0		1 mo		
03/2013	Ppt	\$1,000	\$0	\$0		6-12 mos		
03/2013	Ppt	\$750	\$0	\$0		6-12 mos		

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc. Accounts are sometimes placed in collection even though the existence or amount of debt is disputed.

The public record items contained in this report may have been paid, terminated, vacated or released prior to the date this report was printed.

History & Operations

Currency: Shown in USD unless otherwise indicated

Company Name:	SECOVA, INC.	URL:	www.secova.com
Doing Business As:	(SUBSIDIARY OF	Stock Symbol:	NA
	SECOVA	History:	NA
	ESERVICES, INC.,	Operations:	NA
	NEWPORT BEACH,	Present Management Control:	9 Years
	CA)	Annual Sales:	NA
Street Address:	5000 Birch St W		
	Tower Ste 1400		
	Newport Beach, CA		
	92660		
Phone:	(714) 384-0530		
Fax:	NA		

History

The following information was reported: 12/30/2014

Officer(s): VENKAT TADANKI, CEO-PRES ROBERT G PARKE, SR V PRES JOHN GRAN, SR V PRES BRIAN E PERRINE, V PRES V CHANDRASEKARAN, COO

DIRECTOR(S): THE OFFICER(S)

The Delaware Secretary of State's business registrations file showed that Secova, Inc. was registered as a Corporation on April 10,

Section III: Administrative Business started 2000. Present control succeeded 2006. 100% of capital stock is owned by the parent company. VENKAT TADANKI. Prior to Co-founding Secova, Mr. Tadanki was one of the four founding members of Daksh, which became the largest independent client services company in India. ROBERT G PARKE. Work history unknown. JOHN GRAN. Prior to joining Secova, Mr. Gran and his wife, Cynthia, purchased a window cleaning franchise. BRIAN E PERRINE. Prior to joining Secova, Brian held similar and increasing roles at bswift, Blackbaud, Intuit and Microsoft. V CHANDRASEKARAN. He was the co-founder and Chief Technology Consultant of Congruent Solutions, a software development services organization.

Section

Page 1-66

June 9, 2015

Business address has changed from 5000 Birch, 1st Floor, Suite 1400, Newport Beach, CA, 92660 to 5000 Birch St Ste 1400, Newport Beach, CA, 92660.

Business Registration

2000.

CORPORATE AND BUSINESS REGISTRATIONS REPORTED BY THE SECRETARY OF STATE OR OTHER OFFICIAL SOURCE AS OF JULY 12 2013.

		NA
Registered Name:	SECOVA, INC.	
Business Type:	CORPORATION	
Corporation Type:	NOT AVAILABLE	
Date Incorporated:	Apr 10 2000	
State of Incorporation:	DELAWARE	
Filing Date:	Apr 10 2000	
FilingFedID:	NA	
Registration ID:	3209454	
Duration:	NA	
Duration Date:	NA	
Status:	STATUS NOT AVAILABLE	
Status Attained Date:	NA	
Where Filed:	SECRETARY OF STATE/CORPORATIONS DIVISION, DOVER, DE	
Registered Agent:	CORPORATION SERVICE COMPANY, 2711 CENTERVILLE RD STE	
	400, WILMINGTON, DE, 198080000	
Agent Appointed:	NA	
AgentStatus:	NA	
Principals:		

Operations

12/30/2014

Description: Subsidiary of SECOVA ESERVICES, INC., NEWPORT BEACH, CA.

As noted, this company is a subsidiary of Secova Eservices, Inc, DUNS #62-697-0458, and reference is made to that report for background information on the parent company and its management.

Provides management consulting services, specializing in human resource consulting (100%).

ADDITIONAL TELEPHONE NUMBER(S): Toll-Free 800 257-0011.

Terms are undetermined. Sells to commercial concerns. Territory : United States.

Nonseasonal.

Employees: 186 which includes officer(s).

Facilities: Owns 13,734 sq. ft. on 2nd floor of a multi story steel building.

Location: NA

Branches: NA
Subsidiaries: NA

SIC & NAICS

SIC:

Based on information in our file, D&B has assigned this company an extended 8-digit SIC. D&B's use of 8-digit SICs enables us to be more specific to a company's operations that if we use the standard 4-digit code. The 4-digit SIC numbers link to the description on the Occupational Safety & Health Administration (OSHA) Web site. Links open in a new browser window.

8742 0200 Human resource consulting services

NAICS:

541612 Human Resources Consulting Services

Public Filings

Currency: Shown in USD unless otherwise indicated

Summary

The following data includes both open and closed filings found in D&B's database on this company.

Record Type	# of Records	Most Recent Filing Date
Bankruptcy Proceedings	-	-
Judgments	0	-
Liens	0	-
Suits	0	-
UCCs	8	07/02/12

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Judgments

We currently don't have enough data to display this section.

Liens

We currently don't have enough data to display this section.

Suits

We currently don't have enough data to display this section.

Banking & Finance

Financial Statements

We currently don't have enough data to display this section.

Banking

We currently don't have enough data to display this section.

Special Events

We currently don't have enough data to display this section.

Corporate Linkage

Company Name	DUNS #	DUNS #		
SECOVA ESERVICES LIMITED	91-861-7866	CHENNAI, TAMIL NADU		
leadquarters (US)				
Company Name	DUNS #		City, State	
SECOVA ESERVICES, INC.	62-697-0458		NEWPORT BEACH, CALIFORNIA	
JS Linkages Company Name		DUNS #	City, State	
Subsidiaries				
EMPACT EMPLOYEE BENEFIT	SERVICES USA INC	04-744-2509	WALL, NEW JERSEY	
SECOVA, INC.		11-480-1660	NEWPORT BEACH, CALIFORNIA	
Branches				
SECOVA ESERVICES, INC.		03-106-3029	WALL TOWNSHIP, NEW JERSEY	

Section III: Administrative Section Page 1-69 June 9, 2015

Section III: Administrative Section Page 1-70 June 9, 2015



Make next happen now."



June 4, 2015

To Whom It May Concern:

(the "Bank") is providing you with this bank reference letter at the request of Secova, Inc., fka Ultralink, or (the "Company").

The Company is a customer of the Bank, and has been an active customer of the Bank since December 2004.

As of the date of this letter, and continuing from inception of accounts with Bank, the Company's accounts are in good standing. If required, additional details related to average loan balances and deposits may be provided with permission from Secova, Inc.

Bank and the Company do not maintain any common ownerships and are not affiliated other than by the banking services provided.

The information in this letter is provided as an accommodation to the Company. This letter and any information provided in connection with this letter are furnished on the condition that they are strictly confidential, that no liability or responsibility whatsoever in connection with this letter shall attach to the Bank or any of its affiliates or its or their respective directors, officers, employees or agents, that this letter makes no representations regarding the general condition of the Company, its management or its future ability to meet its obligation, and that any information provided is subject to change without notice.

Please feel free to contact me if you require any additional information.





G. Vendor Responsibility Questionnaire Statement

Please find Secova's completed Vendor Responsibility Questionnaire attached. Please note that Segal Co. and Highroad Press LLC are already registered with the State. Attached:

- 1. Secova's Vendor Responsibility Questionnaire
- 2. Highroad Press- Vendor responsibility for-profit v2 Form

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The <u>Vendor ID</u> is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a <u>Vendor ID</u>, contact the IT Service Desk at <u>ITServiceDesk@osc.state.ny.us</u> or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at <u>www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf</u>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and <u>Sole Proprietors</u> may use a Social Security Number but are encouraged to obtain and use a federal <u>Employer</u> <u>Identification Number (EIN)</u>.

REPORTING ENTITY

Each vendor must indicate if the questionnaire is filed on behalf of the entire <u>Legal Business Entity</u> or an <u>Organizational Unit</u> within or operating under the authority of the <u>Legal Business Entity</u> and having the same <u>EIN</u>. Generally, the <u>Organizational Unit</u> option may be appropriate for a vendor that meets the definition of "<u>Reporting Entity</u>" but due to the size and complexity of the <u>Legal</u> <u>Business Entity</u>, is best able to provide the required information for the <u>Organizational Unit</u>, while providing more limited information for other parts of the <u>Legal Business Entity</u> and Associated Entities.

ASSOCIATED ENTITY

An <u>Associated Entity</u> is one that owns or controls the <u>Reporting Entity</u> or any entity owned or controlled by the <u>Reporting Entity</u>. However, the term <u>Associated Entity</u> does **not** include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the <u>Reporting Entity</u>), unless such sibling entity has a direct relationship with or impact on the <u>Reporting Entity</u>.

STRUCTURE OF THE QUESTIONNAIRE

The questionnaire is organized into eleven sections. Section I is to be completed for the <u>Legal Business Entity</u>. Section II requires the vendor to specify the <u>Reporting Entity</u> for the questionnaire. Section III refers to the individuals of the <u>Reporting Entity</u>, while Sections IV-VIII require information about the <u>Reporting Entity</u>. Section IX pertains to any Associated Entities, with one question about their <u>Officials</u>/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

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I. LEGAL BUSINESS ENTITY INFORMATION							
Legal Business Entity Name*			EIN				
Secova Inc			33-0954754				
	incipal Place of Business (street, city, st , West Tower, Suite 1400, Newport Bea				New York	State Vendor Iden	tification Number
					Telephone		Fax
						ext.	714.384.0600
Email				Website			
				http://www	.secova.com		
	Business Entity Identities: If applicable ve (5) years and the status (active or ina		other	DBA, Trade	e Name, Forn	ner Name, Other I	dentity, or <u>EIN</u>
Туре	Name		EIN			Status	
1.0 Legal Busine	ss Entity Type – Check appropriate box	and prov	vide ad	lditional info	ormation:		
Corporati	on (including <u>PC</u>)	Date of	Incorp	oration	20-April-2010		
Limited L	iability Company (LLC or PLLC)	Date of	Organ	ization			
Partnership (including <u>LLP</u> , <u>LP</u> or <u>General</u>) Date of Registration of			tration or Es	tablishment			
Sole Proprietor He			any ye	ars in busine	ess?		
Other Date Established							
If Other, exp	lain:						
1.1 Was the Lega	al Business Entity formed or incorporate	ed in New	v York	State?			🗌 Yes 🛛 No
If 'No,' indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.					of Good Standing		
🛛 United St	ates State <u>California</u>						
Other	Country						
Explain, if not available:							
1.2 Is the Legal Business Entity publicly traded?				🗌 Yes 🛛 No			
If "Yes," provide <u>CIK Code</u> or Ticker Symbol							
1.3 Does the Legal Business Entity have a DUNS Number? Xes			🛛 Yes 🗌 No				
If "Yes," Enter <u>DUNS</u> Number 11-480-1660							

*All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf.

Page 2 of 10

Section III: Administrative Section Page 1-74 June 9, 2015

I. LEGAL BUSINESS ENTITY INFO	ORMATION		
1.4 If the <u>Legal Business Entity's Princ</u> <u>Entity</u> maintain an office in New Yo (Select "N/A," if <u>Principal Place of</u>	egal Business Yes [N/A	No No	
If "Yes," provide the address and te NA	lephone number for one office located in New York State.		
Women-Owned Business Enterprise Disadvantaged Business Enterprise If "Yes," check all that apply: New York State certified Mi New York State certified Wa New York State Small Busin	inority-Owned Business Enterprise (MBE) omen-Owned Business Enterprise (WBE)		No No
	ners, if applicable. For each person, include name, title and licable, reference to relevant SEC filing(s) containing the		
Name	Title	Percentage Ownership (Enter 0% if not applicable	2)
Secova E Services, Inc.		100%	

II. REPORTING ENTITY INFORMATION			
2.0 The <u>Reporting Entity</u> for this questionnaire is:			
Note: Select only one.			
Legal Business Entity			
Note: If selecting this option, " <u>Reporting Entity</u> " refers to the entire <u>Legal Business Entity</u> for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)			
Organizational Unit within and operating under the authority of the Legal Business Entity			
SEE DEFINITIONS OF " <u>Reporting Entity</u> " and " <u>Organizational Unit</u> " for additional information on criteria to qualify for this selection.			
Note: If selecting this option, " <u>Reporting Entity</u> " refers to the <u>Organizational Unit</u> within the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND AL THIS QUESTIONNAIRE.)	he <u>Legal Business Entity</u> for the L REMAINING SECTIONS OF		
IDENTIFYING INFORMATION			
a) <u>Reporting Entity</u> Name			
Address of the Primary Place of Business (street, city, state, zip code)	Telephone		
	ext.		
b) Describe the relationship of the <u>Reporting Entity</u> to the <u>Legal Business Entity</u>			

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II. REPORTING ENTITY INFORMATION				
c)	Attach an organizational chart			
d)	Does the Reporting Entity have a <u>DUNS</u> Number?		Yes No	
	If "Yes," enter <u>DUNS</u> Number			
e)	Identify the designated manager(s) responsible for the busin For each person, include name and title. Attach additional			
Name		Title		

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INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each "Other," provide an explanation which provides the basis for not definitively responding "Yes" or "No." Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY

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

3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	Yes Yes	🛛 No	Other
3.1 <u>Suspended</u> , <u>debarred</u> , or <u>disqualified</u> from any <u>government contracting process</u> ?	🗌 Yes	🛛 No	Other
3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?	🗌 Yes	No No	Other
 3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness? For each "Yes" or "Other" explain: 	Yes	No No	Other

IV. INTEGRITY – CONTRACT BIDDING			
Within the past five (5) years, has the reporting entity:			
4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarrent</u> for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	Yes	🖾 No	
4.1 Been subject to a denial or revocation of a government prequalification?	Tes Yes	🖾 No	
4.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	Tes Yes	No No	
4.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	☐ Yes	🖾 No	
4.4 Agreed to a voluntary exclusion from bidding/contracting with a government entity?	Tes Yes	🖾 No	
4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	Tes Yes	🛛 No	
For each "Yes," explain:			

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V. INTEGRITY – CONTRACT AWARD			
Within the past five (5) years, has the reporting entity:			
5.0 Been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	Yes	🛛 No	
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?	Yes	🛛 No	
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?	Yes	🛛 No	
For each "Yes," explain:			

VI. CERTIFICATIONS/LICENSES Within the past five (5) years, has the reporting entity:			
6.0 Had a revocation, suspension or disbarment of any business or professional permit and/or license?	Yes Yes	No No	
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned</u> <u>Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business</u> <u>Enterprise</u> status for other than a change of ownership?	TYes Yes	🖾 No	
For each "Yes," explain:			

VII. LEGAL PROCEEDINGS		
Within the past five (5) years, has the reporting entity:		
7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	Yes	🛛 No
7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	Yes	🛛 No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious or</u> <u>willful</u> ?	Yes	🛛 No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	Yes	🛛 No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any government entity involving a violation of federal, state or local environmental laws?	Yes Yes	🖾 No
 7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u>? 	Yes	🛛 No
For each "Yes," explain:		

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VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY	
8.0 Within the past five (5) years, has the <u>Reporting Entity</u> received any <u>formal unsatisfactory performance</u> <u>assessment(s)</u> from any <u>government entity</u> on any contract?	🗌 Yes 🛛 No
If "Yes," provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedia action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with r	l or corrective numbered responses.
8.1 Within the past five (5) years, has the <u>Reporting Entity</u> had any <u>liquidated damages</u> assessed over \$25,000?	🗌 Yes 🖾 No
If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assest status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	sed and the current
8.2 Within the past five (5) years, have any <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remain undischarged?	Yes No
If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the ar and the current status of the issue(s). Provide answer below or attach additional sheets with numbered respo	
8.3 In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	Yes No
If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with number.	it status of the imbered responses.
8.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal</u> , state or local tax laws?	Yes No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Rep</u> file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with num	orting Entity failed to abered responses.
8.5 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any New York State unemployment insurance returns?	Yes No
If "Yes," provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sh responses.	
8.6 During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s) completed</u> ?	Yes No
a) If "Yes," did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any <u>material disallowance</u> ?	🗌 Yes 🛛 No
If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sh responses.	

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IX. ASSOCIATED ENTITIES				
This section pertains to any entity(ies) that either controls or is controlled by the <u>reporting entity</u> .				
(See definition of "associated entity" for additional information to complete this section.)				
9.0 Does the <u>Reporting Entity</u> have any <u>Associated Entities</u> ?	Yes No			
Note: All questions in this section must be answered if the Reporting Entity is either:				
 An <u>Organizational Unit</u>; or 				
- The entire Legal Business Entity which controls, or is controlled by, any other entity(ies).				
If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.				
 9.1 Within the past five (5) years, has any <u>Associated Entity Official or Principal Owner</u> been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness? 	☐ Yes ⊠ No			
If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the <u>Associal relationship</u> to the <u>Reporting Entity</u> , relevant dates, the <u>government entity</u> involved, any remedial or correct the current status of the issue(s).				
9.2 Does any <u>Associated Entity</u> have any currently undischarged <u>federal</u> , New York State, New York City or New York local government <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$50,000?	🗌 Yes 🖾 No			
If "Yes," provide an explanation of the issue(s), identify the <u>Associated Entity</u> 's name(s), <u>EIN</u> (s), primary relationship to the <u>Reporting Entity</u> , relevant dates, the Lien holder or Claimant's name(s), the amount of t current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	business activity, the <u>lien(s)</u> and the			
9.3 Within the past five (5) years, has any <u>Associated Entity</u> :				
a) Been <u>disqualified</u> , <u>suspended</u> or <u>debarred</u> from any <u>federal</u> , New York State, New York City or other New York local <u>government contracting process</u> ?	🗌 Yes 🖾 No			
b) Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> ?	🗌 Yes 🖾 No			
c) Been <u>suspended</u> , <u>cancelled</u> or <u>terminated for cause</u> (including for <u>non-responsibility</u>) on any <u>federal</u> , New York State, New York City or New York local <u>government contract</u> ?	🗌 Yes 🖾 No			
d) Been the subject of an <u>investigation</u> , whether open or closed, by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> for a civil or criminal violation with a penalty in excess of \$500,000?	🗌 Yes 🖾 No			
e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?	Yes No			
f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>federal</u> , New York State, New York City, or New York local <u>government entity</u> ?	🗌 Yes 🖾 No			
g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	🗌 Yes 🖾 No			
For each "Yes," provide an explanation of the issue(s), identify the <u>Associated Entity</u> 's name(s), <u>EIN(s)</u> , p activity, relationship to the <u>Reporting Entity</u> , relevant dates, the <u>government entity</u> involved, any remedial taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbere	or corrective action(s)			

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X. FREEDOM OF INFORMATION LAW (FOIL)	
10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).	🗌 Yes 🛛 No
Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	
If "Yes," indicate the question number(s) and explain the basis for the claim.	

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE			
Name	Telephone	Fax	
Zahid Chaudhry	ext.		
Title	Email		
Manager, Finance			

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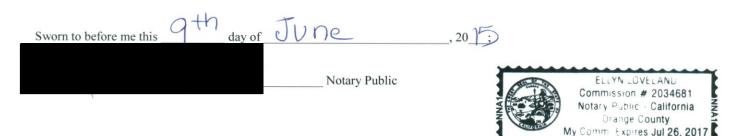
Certification

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

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official	
Printed Name of Signatory	Venkat Tadanki
Title	Chief Executive Officer
Name of Business	Secova Inc
Address	5000 Birch Street, West Tower, Suite 1400
City, State, Zip	Newport Beach, California, 92660



-----Original Message-----From: <u>SDEProd@osc.state.ny.us</u> [mailto:SDEProd@osc.state.ny.us] Sent: Tuesday, June 09, 2015 1:14 AM To: Roshan Immanuel Salins Subject: IT Service Desk Incident # 505238 has been logged

Please do not respond to this email. The mailbox this message was sent from is unattended. If you have any questions, send an email to <u>ITServiceDesk@OSC.State.NY.US</u>, or call (866) 370-4672 or (518) 408-4672.

Incident # 505238 has been opened for Roshan Salins.

Open Date: 6/8/2015 3:42:58 PM Client Phone: Client Company: Secova Inc Subject Description: Enrollment - Vendor Responsibility

Incident Description: Roshan is requesting a Vendor ID#

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

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Reminder:

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

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

Legal Business Name: HIGHROAD PRESS LLC Certifier's Name: Hallie Satz Certifier's Title: CEO, Managing Partner Certification Date: Apr 9, 2015

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Form	W	-9
(Rev. I	Decemb	or 2014)
Depart	ment of t	he Treasury
Interna] Revenu	e Service

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.							
	The Segal Company (Eastern States), Inc.							
6 5	2 Business name/disregarded entity name, if different from above							
s S	 3 Check appropriate box for federal tax classification; check only one of the following seven boxes: Individual/sole proprietor or C Corporation S Corporation Partnership single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partners Note, For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the tax classification of the single-member owner. Other (see Instructions) ► 5 Address (number, street, and apt. or suite no.) 333 West 34th Street 6 City, state, and ZIP code New York, NY 10001-2402 		4 Exempt certain en- instruction Exempt pe Exemption code (if ar (nppies to acc	titles, not as on pag ayee code n from FA ny) 	indivi e 3): e (if any TCA r	duals y) repor	s; sec 5 ting	,
	7 List account number(s) here (optional)	***						
Par	Taxpayer Identification Number (TIN)							
Enter	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to av	VIC	ecurity num	ber	·			
backu	p withholding. For individuals, this is generally your social security number (SSN). However, f int allen, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other	ora						
entitie	is, it is your employer identification number (EIN). If you do not have a number, see How to ge	ta L						
	n page 3,	or				*****		
Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for		4 for Employe	Employer Identification number					
guidel	ines on whose number to enter.	1 3	_ 1 8	3 5	8	6	4	
2 75								
Par	Certification					*******		

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. Lam a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (If any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than Interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ►	Date 🕨	5/
****	· · · ·		

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release II) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- + Form 1099-INT (Interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 Form 1099-B (stock or mutual fund sales and certain other transactions by
- brokers)
- · Form 1099-S (proceeds from real estate transactions)
- * Form 1099-K (merchant card and third party network transactions)

Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)
- · Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.
 - By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certily that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.