



**RFP# C000540- IES System Integrator Master Service Agreements
Attachment 19 – Financial Proposal**

**Attachment 19 – Financial Proposal
Page 1 of 4**

FINANCIAL PROPOSAL

INSTRUCTIONS FOR SUBMISSION

The Bidder must respond to all sections of the Financial Proposal in the format specified in the Pricing Schedule as contained herein this RFP, **Attachment 19**, respectively. The *Financial Proposal* must be furnished in hard copy, with electronic version in Microsoft Word, Microsoft Excel, Microsoft Project, Visio or Adobe Acrobat, as applicable. In the event of a discrepancy between the hard copy and electronic copy, the hard copy shall govern.

The *Financial Proposal* must contain the following information, in the order enumerated below:



RFP# C000540- IES System Integrator Master Service Agreements
Attachment 19 – Financial Proposal

Attachment 19 – Page 2 of 4

Attachment 19 – PRICING SCHEDULE

Pricing Schedule Instructions/Assumptions

INSTRUCTIONS FOR COMPLETION

This Form (Attachment 19), must be completed in its entirety according to the following instructions:

- Bidders are instructed to utilize the job titles as listed and described in Appendix L even if they are not consistent with the Bidder's existing job titles.
- The Financial Proposal must include the hourly rate (U.S. dollars) for each title listed in Attachment 19. A dollar rate of zero is **not acceptable**.
- All hourly rates must be presented as a fixed dollar amount. Rates as quoted should be expressed in decimals, not to exceed two places for each item.
- Submit only one rate for each job title; a range of hourly rates is **not acceptable**. **Do not leave blanks or fail to provide a rate for each title in the given lot you are bidding on.**
- The Bidder must certify that their proposed, not-to-exceed hourly rates cover all services required in this RFP. **The proposed rates must be inclusive of all direct and indirect costs, fees, profit and all overhead expenses, including, but not limited to, all training, travel costs, parking fees, and other ancillary fees and costs including permits, licenses, and insurance and any necessary office space within 50 miles of the Capital Region.**

****Please note that the hourly rates proposed in any Tier II responses must not exceed the Contractor's hourly rates proposed for the Tier I Contract; must cover all of all direct and indirect costs, fees, profit and all overhead expenses, including, but not limited to, all training, travel costs, parking fees, and other ancillary fees and costs including permits, licenses, and insurance.***



RFP# C000540- IES System Integrator Master Service Agreements
Attachment 19 – Financial Proposal

Attachment 19 – Page 3 of 4

Pricing Schedule – Albany

Job Title	Job Level	Not-To-Exceed Hourly Rates Lot 1	Not-To-Exceed Hourly Rates Lot 2	Not-To-Exceed Hourly Rates Lot 3	Not-To-Exceed Hourly Rates Lot 4
Business Analyst	Level I				
Business Analyst	Level II				
Business Analyst	Level III				
Architect	Level I				
Architect	Level II				
Architect	Level III				
Developer	Level I				
Developer	Level II				
Developer	Level III				
Project Manager	Level I				
Project Manager	Level II				
Project Manager	Level III				
Security Analyst	Level I				
Security Analyst	Level II				
Security Analyst	Level III				
Specialist	Level I				
Specialist	Level II				
Specialist	Level III				
Tester	Level I				
Tester	Level II				
Tester	Level III				
Trainer	Level I				
Trainer	Level II				
Trainer	Level III				



RFP# C000540- IES System Integrator Master Service Agreements
Attachment 19 – Financial Proposal

Attachment 19 – Page 4 of 4

Pricing Schedule – NYC

Job Title	Job Level	Not-To-Exceed Hourly Rates Lot 1	Not-To-Exceed Hourly Rates Lot 2	Not-To-Exceed Hourly Rates Lot 3	Not-To-Exceed Hourly Rates Lot 4
Business Analyst	Level I				
Business Analyst	Level II				
Business Analyst	Level III				
Architect	Level I				
Architect	Level II				
Architect	Level III				
Developer	Level I				
Developer	Level II				
Developer	Level III				
Project Manager	Level I				
Project Manager	Level II				
Project Manager	Level III				
Security Analyst	Level I				
Security Analyst	Level II				
Security Analyst	Level III				
Specialist	Level I				
Specialist	Level II				
Specialist	Level III				
Tester	Level I				
Tester	Level II				
Tester	Level III				
Trainer	Level I				
Trainer	Level II				
Trainer	Level III				



Office of Information Technology Services

RFP# C000540 IES System Integrator Master Service Agreements

Table of Contents

Attachment 1 – Proposal Checklist	1
Attachment 3 – Non-Collusive Bidding Certification	1
Attachment 5 – NYS Required Certification	1
Attachment 7 – Firm Offer Letter and Conflict of Interest Disclosure	1
Certified Copy of Resolutions of the Board of Directors of Unisys Corporation	4
Attachment 8 – Procurement Lobbying Forms and EO 177	1
Attachment 9 – EEO 100 – Equal Employment Opportunity Staffing Plan	1
Attachment 10 – MWBE 100 - MWBE Utilization Plan	1
Attachment 11 – Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement - Form # 4	1
Attachment 12 – Encouraging Use of NYS Businesses in Contract Performance	1
Attachment 13 – Contractor Certification to Covered Agency, ST-220-CA	1
Attachment 14 – Bidder Information Form	1
Attachment 15 – Workers Compensation and Disability Insurance Requirements	1
Attachment 20 – Vendor Responsibility Questionnaire	1
Attachment 21 – Vendor Assurance of No Conflict of Interest	1
Attachment 22 – Compliance with HIPAA and HITECH	1
Attachment 23 – SDVOB Utilization Plan	1
Attachment 24 – Affirmative Statements	1
Attachment 25 – FOIL and Litigation Disclosure	1
Attachment 26 – Sexual Harassment Prevention Certification	1



Office of Information Technology Services

RFP# C000540 IES System Integrator Master Service Agreements

Proposal Submission Requirements Checklist

Checklist Item	Page #
Administrative Proposal	
<input checked="" type="checkbox"/> Correct Number of Administrative Proposals submitted (1 original hard copy) and USB flash drive (2)	
<u>Each Administrative Proposal should include:</u>	
<input checked="" type="checkbox"/> Attachment 1 - Proposal Checklist, completed and signed	1
<input checked="" type="checkbox"/> Attachment 3 – Non-Collusive Bidding Certification	1
<input checked="" type="checkbox"/> Attachment 5 - NYS Required Certification	1
<input checked="" type="checkbox"/> Attachment 7, Completed, Signed, and Notarized Firm Offer Letter and Conflict of Interest Disclosure	1
<input checked="" type="checkbox"/> Attachment 8, Completed Procurement Lobbying Forms and EO 177 <ul style="list-style-type: none"> Completed and signed Offeror's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b) Completed and signed Offeror Disclosure of Prior Non-Responsibility Determinations	1
<input checked="" type="checkbox"/> Attachment 9, EEO 100 – Equal Employment Opportunity Staffing Plan, completed and signed	1
<input checked="" type="checkbox"/> Attachment 10, Completed and signed MWBE 100 - MWBE Utilization Plan	1
<input checked="" type="checkbox"/> Attachment 11, Completed Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement- Form # 4	1
<input checked="" type="checkbox"/> Attachment 12, Encouraging Use of NYS Businesses in Contract Performance	1
<input checked="" type="checkbox"/> Attachment 13, Contractor Certification to Covered Agency, ST-220-CA, completed, signed, and notarized	1
<input checked="" type="checkbox"/> Attachment 14, Bidder Information Form	1
<input checked="" type="checkbox"/> Attachment 15, Workers' Compensation Requirements under WCL § 57: Completed Workers Compensation Coverage Form: <ul style="list-style-type: none"> C-105.2 (Certificate of NYS Workers' Compensation Insurance Coverage): Contact your insurance carrier or licensed NYS insurance agent for this form OR U-26.3 (NY State Insurance Fund Certificate of Workers' Compensation Coverage) Available from the NYS Insurance Fund OR 	1



Office of Information Technology Services

RFP# C000540 IES System Integrator Master Service Agreements

Proposal Submission Requirements Checklist

<ul style="list-style-type: none"> SI-12 (Affidavit Certifying That Compensation Has Been Secured): Board-approved self-insurers must obtain this form from Board's Self-Insurance Office OR GS-105.2 (Certificate of Participation in Workers' Compensation Group Board-Approved Self-Insurance): Employers must obtain this form from their group self-insurance administrator; OR 	
WC/DB CE-200, Certificate of Attestation of Exemption from New York State Workers Compensation and/or Disability Benefits Coverage. Request through the Workers' Compensation Board website.	
<input checked="" type="checkbox"/> Attachment 15, Disability Benefits Requirements under WCL § 220(8): Completed Disability Benefits Coverage Form: <ul style="list-style-type: none"> DB-120.1 (Certificate of Insurance Coverage Under The NYS Disability Benefits Law): Contact your insurance carrier or licensed NYS insurance agent for this form OR DB-155 (Compliance With Disability Benefits Law): Board-approved self-insured employers must obtain this form from Board's Self-Insurance Office OR 	1
WC/DB CE-200, Certificate of Attestation of Exemption from New York State Workers Compensation and/or Disability Benefits Coverage: Request through the Workers' Compensation Board website.	
<input checked="" type="checkbox"/> Attachment 20 – Vendor Responsibility Questionnaire	1
<input checked="" type="checkbox"/> Attachment 21 – Vendor Assurance of No Conflict of Interest	1
<input checked="" type="checkbox"/> Attachment 22 – Compliance with HIPAA and HITECH	1
<input checked="" type="checkbox"/> Attachment 23 – SDVOB Utilization Plan	1
<input checked="" type="checkbox"/> Attachment 24 – Affirmative Statements	1
<input checked="" type="checkbox"/> Attachment 25 – FOIL and Litigation Disclosure	1
<input checked="" type="checkbox"/> Attachment 26 – Sexual Harassment Prevention Certification	1
Financial Proposal	1
<input checked="" type="checkbox"/> Number of Financial Proposals submitted (1 original hard copy) and USB flash drive (2)	1
<input checked="" type="checkbox"/> Attachment 7, Completed, Signed, and Notarized Firm Offer Letter and Conflict of Interest Disclosure	1
<input checked="" type="checkbox"/> Attachment 19, Financial Proposal Workbook	1
Technical Proposal	1
<input checked="" type="checkbox"/> Number of Technical Proposals submitted (1 Original hard copy) and USB flash drive (2)	1



Office of Information Technology Services

RFP# C000540 IES System Integrator Master Service Agreements

Proposal Submission Requirements Checklist

Each Technical Proposal should include:

- ☒ Table of Contents
- ☒ Attachment 1, Completed and Signed Proposal Checklist
- ☒ Attachment 7, Firm Offer Letter and Conflict of Interest Disclosure
- ☒ Attachment 16 – Technical Proposal Forms
- ☒ Attachment 17 – Key Subcontractor Information
- ☒ Attachment 18 – Bidder References

i

1

1

1

1

1

I certify, with my signature below, that all required and requested information listed above is completed and included in this bid submission.

Authorized Signature:

Ronald D. Sautter

Date: **February 4, 2020**

Print Name and Title: **Ronald D. Sautter, Client Executive**

Company represented: **Unisys Corporation**

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW

SECTION 139-D, Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

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

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH: PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

Subscribed to under penalty of perjury under the laws of the State of New York, this 14th day of January, 2020 as the act and deed of said corporation of partnership.

STATE OF NEW YORK }

} SS

COUNTY OF Albany }

Qinfeng Chen
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CH6400403
Qualified in Albany County
Commission Expires November 12, 2027

On the 14th day of January in the year of 2020, before me personally appeared Ronald D Sautter, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing Non-collusive Bidding Certification (instrument) and acknowledged to me that he executed the same in his capacity, and on his/her own behalf.



Notary Public

Registration No:

Qinfeng Chen
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CH6400403
Qualified in Albany County
Commission Expires November 12, 2027

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

NAMES OF PARTNERS OR PRINCIPALS LEGAL RESIDENCE

_____	_____
_____	_____
_____	_____

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

NAME LEGAL RESIDENCE

Peter Altabef, Chairman and CEO	Dallas, TX
President: Eric Hutto, SVP and President Enterprise Solutions	Allen, TX
Secretary: Mike Thomson, CFO	Perkasie, PA
Treasurer:	

Identifying Data

Potential Contractor: Unisys Corporation

Address: 801 Lakeview Drive, Suite 100

Street

Blue Bell, PA 19422

City, Town, etc.

Telephone: 518-452-6287 (If applicable, Responsible Corporate Officer)

Name: Ronald D Sautter Title: Client Executive

Signature 

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

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By _____

Name

By _____

Name

Title

Title

Address _____

Street

Address _____

Street

City _____

State

City _____

State



Office of Information Technology Services

RFP #C000540 IES System Integrator Master Service Agreements Attachment 5- NYS Required Certification

Non-discrimination in Employment in Northern Ireland

MacBride Fair Employment Principles

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the bidder, either: (answer yes or no to one or both of the following, as applicable)

(1) has business operations in Northern Ireland

Yes _____ No X

If Yes,

(2) shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes _____ No _____

Unisys Corporation
801 Lakeview Drive
Suite 100
Blue Bell, PA 19422

Telephone
518-452-6287



January 14, 2020

Mrs. Ward
Contract Management Specialist
Empire State Plaza
Swan Street Building, Core 4
Albany, NY 12223

RE: RFP C000540 IES System Integrator

Firm Offer to the State of New York and Conflict of Interest Disclosure

Unisys hereby submits this firm and binding offer to the State of New York in response to New York State Request for Proposals (RFP) # C000540 IES System Integrator Master Service Agreement, by the New York State Office of Information Technology Services. The Proposal hereby submitted by Unisys meets or exceeds all terms, conditions and requirements set forth in the above-referenced RFP. This formal offer will remain firm and non-revocable for a minimum period of 180 days from the date proposals are due to be received by the State, or until a Contract is approved by the NYS Comptroller and executed by the State.

Unisys' complete offer is set forth in three, separately bound volumes as follows:

Technical Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

Financial Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

Administrative Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

Unisys hereby affirms that the solution proposed by the Bidder in the Proposal meets or exceeds the service level requirements set forth in the above-referenced RFP, including referenced attachments.

Unisys hereby affirms that, at the time of Proposal submission, Bidder knows of no factors existing at time of Proposal submission or which are anticipated to arise during the procurement or Contract term, which would constitute a potential conflict of interest in successfully meeting the contractual obligations set forth in the above-referenced RFP and the Proposal hereby submitted, including but not limited to:

1. No potential for conflict of interest on the part of the Bidder or any due to prior, current, or proposed contracts, engagements, or affiliations; and
2. No potential conflicts in the sequence or timing of the proposed award under this RFP # C000540 relative to the timeframe for service delivery, or personnel or financial resource commitments of Bidder or to other projects.

To comply with the Vendor Responsibility Requirements outlined in Appendix C, Section 48 of the above-referenced RFP, #C000540 IES System Integrator Master Service Agreement, hereby affirms that (enter an "X" in the appropriate box):

- ☒ An on-line Vendor Responsibility Questionnaire has been updated or created within the last six months, at the Office of the State Comptroller's website:

<https://portal.osc.state.ny.us/wps/portal>

A hard copy Vendor Responsibility Questionnaire is included with this Proposal and is dated within the last six months.

A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental agencies, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.

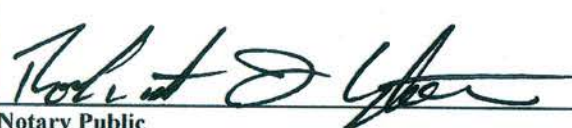
The Unisys representatives responsible for this contract and to be contacted in reference to our proposal are as follows:

Client Relationship Executive	Engagement Executive
Ron Sautter, Client Executive	Kalyan Raman, Sr. Delivery Manager
Office (518) 452-6287	Office (808) 587-3733
Mobile (518) 221-7569	Mobile (909) 573-4505
ron.sautter@unisys.com	kalyan.raman@unisys.com

By signing, the undersigned individual affirms and represents that he has the legal authority and capacity to sign and make this offer on behalf of, and has signed using that authority to legally bind Unisys to the offer, and possesses the legal capacity to act on behalf of Bidder to execute a Contract with the State of New York. The aforementioned legal authority and capacity of the undersigned individual is affirmed by the enclosed Resolution of the Corporate Board of Directors of Unisys.



Ronald D. Sautter
Client Executive
Unisys Corporation

STATE OF	New York	}	
			:ss.:
COUNTY OF	Saratoga	}	
<p>On the <u>14th</u> day of <u>January</u> in the year <u>2020</u>, before me personally came: <u>RONALD D. SAUTTER</u>, to me known, who, being by me duly sworn, did depose and say that <u>he</u> reside(s) in <u>Clifton Park, NY</u>; that <u>he</u> is <u>Client Executive of Unisys Corporation</u>, the corporation described in and which executed the above instrument; and that <u>he</u> signed <u>his</u> name(s) thereto by authority of the board of directors of said corporation.</p>			
		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> ROBERT J. MATHS UPTON NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01UP6377377 Qualified in Saratoga County Commission Expires July 9, 2022 </div>	
<div style="display: flex; justify-content: space-between; align-items: center;"> Notary Public </div>			

<u>PARTNERSHIP ACKNOWLEDGMENT</u>	
STATE OF	}
	:ss.:
COUNTY OF	}
<p>On the _____ day of _____ in the year 200__, before me personally came: _____ to me known, who, being by me duly sworn, did depose and say that he reside(s) in _____; that he is _____ (the General/Managing Partner or other officer or attorney in fact duly appointed) of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.</p>	
<u>Signature and Office of Person Taking Acknowledgment</u>	

<u>INDIVIDUAL ACKNOWLEDGEMENT</u>	
STATE OF	}
	:ss.:
COUNTY OF	}
<p>On the _____ day of _____ in the year 20 __, before me personally appeared: _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at _____, Town of _____, County of _____, State of _____; and that he executed the foregoing instrument in his/her name and on his/her own behalf.</p>	
<u>Notary Public</u>	

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

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

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

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

Signature:  Date: February 4, 2020

Printed Name: Ronald D. Sautter

Title: Client Executive

Contractor Name: Unisys

Contractor Address: 801 Lakeview Drive, Suite 100

Blue Bell, PA 19422

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

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

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

Instructions:

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

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Unisys

Address: 801 Lakeview Drive, Suite 100

Blue Bell, PA 19422

Name and Title of Person Submitting this Form: Ronald D. Sautter, Client Executive

Contract Procurement Number: RFP# C000540

Date: February 4, 2020

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

No

Yes

If yes, please answer the next questions:

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

No

Yes

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

No

Yes

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

Governmental Entity:

Date of Finding of Non-responsibility:

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

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

No

Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

Signature: *Ronald D. Sautter* Date: February 4, 2020

Printed Name: Ronald D. Sautter

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

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

Offerer Certification:

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

Signature:  Date: February 4, 2020

Printed Name: Ronald D. Sautter

Title: Client Executive

Contractor Name: Unisys

Contractor Address: 801 Lakeview Drive, Suite 100 Blue Bell, PA 19422

Procurement Lobbying Termination

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

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

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.


The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

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

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

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

Offerer Certification:	
<i>I certify adherence to Executive Order No. 177.</i>	
Signature: <u></u>	Date: <u>February 4, 2020</u>
Printed Name: <u>Ronald D. Sautter</u>	
Title: <u>Client Executive</u>	
Contractor Name: <u>Unisys</u>	
Contractor Address: _____	
<u>801 Lakeview Drive, Suite 100 Blue Bell, PA 19422</u>	

EQUAL EMPLOYMENT OPPORTUNITY – STAFFING PLAN

EO-100 (v.2015.12.09es)

(Instructions on Page 2)

Contractor's Name: Unisys Corporation Telephone: 215-274-1251

Address: 801 Lakeview Drive, Suite 100 Federal ID No.: 38-038-7840 SFS Vendor ID: 1000004843

City, State, ZIP: Blue Bell, PA 19422 Contract No(s): RFP# C000540

Report includes -Please select one from the options below:

☐ Work force utilized on this contract

☐ Contractor

Reporting Entity - Please select one from the options below:

☒ Contractor/Subcontractor's total work force (NY statewide 1/30/20)

☐ Subcontractor

Job Categories	Race/Ethnicity - report employees in only one category									
	Male					Female				
	Hispanic or Latino	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Native Hawaiian or Other Pacific Islander
Executive/Senior Level Officials and Managers										
First/Mid-Level Officials and Managers										
Professionals										
Technicians										
Sales Workers										
Administrative Support Workers										
Craft Workers										
Operatives										
Laborers and Helpers										
Service Workers										
TOTAL										

PREPARED BY (Signature): Lorraine Roskelly DATE: 1/16/2020

NAME AND TITLE OF PREPARER: Lorraine Roskelly | Compliance Programs Manager TELEPHONE/EMAIL: 215-274-1251 | lorraine.roskelly@unisys.com

(print or type)

M/WBE UTILIZATION PLAN

M/WBE 100 (v.2015.12.09es)

INSTRUCTIONS: This form MUST be submitted with any bid, proposal, or proposed negotiated contract prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS-certified Minority and Women-owned Business Enterprise (M/WBE), including the offeror if a NYS-certified MWBE, and estimated (or actual if known) annual dollar value under the contract and reflect the MWBE participation goals specified in the contract or procurement document.

Will there be M/WBE participation for services provided under this contract? ☒ YES ☐ NO



Contract Overview

Offeror/Contractor Name: Unisys Corporation Telephone: 518-452-6287 SFS Vendor ID: 1 000004843

Address: 801 Lakeview Drive, Suite 100 Federal ID No: 38-038-7840

City, State, Zip: Blue Bell, PA 19422 Solicitation No: RFP# C000540

NYS Certified M/WBE
Fill out box below for each NYS-Certified M/WBE Contractor or Subcontractor

Classification	Description of Scope of Work (Subcontracts/Supplies/Services)	Annual Dollar Value of Subcontracts/Supplies/Services
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> DUAL	<input type="checkbox"/> DIRECT (Spending directly fulfilling contract obligations) Description: <u>IT Consulting Services</u> <input type="checkbox"/> INDIRECT (Spending in support of company operations.) Description: <u>Copy of written agreement attached (Required for teaming)</u>	\$ 
<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> DUAL	<input type="checkbox"/> DIRECT (Spending directly fulfilling contract obligations) Description: <u>Training and Change Management Services</u> <input type="checkbox"/> INDIRECT (Spending in support of company operations.) Description: <u>Copy of written agreement attached (Required for teaming)</u>	\$ 

☒ VENDOR CERTIFICATION: I hereby affirm that the information supplied in this utilization plan is true and correct.

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 142, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Signature:  Date: 1/22/2020

Print Name: Ronald D Sauter Telephone No: 518-452-6287

Title: Client Executive Email: ron.sauter@unisys.com

ITS FOIL 2022-31 000405

M/WBE UTILIZATION PLAN

FOR AUTHORIZED USE ONLY			
Utilization Plan Approved:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date: _____
Notice of Deficiency Issued:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date: _____
Notice of Acceptance Issued:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date: _____
Reviewed By:	_____		Date: _____
Comment(s):	_____		

M/WBE UTILIZATION PLAN

M/WBE 100 (v.2015.12.09es)

INSTRUCTIONS: This form MUST be submitted with any bid, proposal, or proposed negotiated contract prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS-certified Minority and Women-owned Business Enterprise (M/WBE), including the offeror if a NYS-certified MWBE, and estimated (or actual if known) annual dollar value under the contract and reflect the MWBE participation goals specified in the contract or procurement document.

Will there be M/WBE participation for services provided under this contract? ☒ YES ☐ NO

Contract Overview

Offeror/Contractor Name: Unisys Corporation Telephone: 518-452-6287 SFS Vendor ID: 1 000004843

Address: 801 Lakeview Drive, Suite 100 Federal ID No: 38-038-7840

City, State, Zip: Blue Bell, PA 19422 Solicitation No: RFP# C000540

NYS Certified M/WBE
Fill out box below for each NYS-Certified M/WBE Contractor or Subcontractor

Classification	Description of Scope of Work (Subcontracts/Supplies/Services)	Annual Dollar Value of Subcontracts/Supplies/Services
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> DUAL	<input type="checkbox"/> DIRECT (Spending directly fulfilling contract obligations) Description: <u>IT Consulting Services</u> <input type="checkbox"/> INDIRECT (Spending in support of company operations.) Description: <u>Copy of written agreement attached (Required for teaming)</u>	\$ <u>[REDACTED]</u>
<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DUAL	<input type="checkbox"/> DIRECT (Spending directly fulfilling contract obligations) Description: _____ <input type="checkbox"/> INDIRECT (Spending in support of company operations.) Description: _____ <input type="checkbox"/> Copy of written agreement attached (Required for teaming)	\$ _____

☒ VENDOR CERTIFICATION: I hereby affirm that the information supplied in this utilization plan is true and correct.

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 142, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Signature: Ronald D Sautter

Date: 1/22/2020

Print Name: Ronald D Sautter

Telephone No: 518-452-6287

Title: Client Executive

Email: _____

ITS FOIL 2022-31 000407

M/WBE UTILIZATION PLAN

FOR AUTHORIZED USE ONLY			
Utilization Plan Approved:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date: _____
Notice of Deficiency Issued:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date: _____
Notice of Acceptance Issued:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date: _____
Reviewed By: _____			Date: _____
Comment(s): _____			



Office of Information Technology Services

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT (Form #4)

M/WBE AND EEO POLICY STATEMENT

I, Alecia P. Hall, the (awardee/contractor) Unisys Corporation agree to adopt the following policies with respect to the project being developed or services rendered at NYS Office of Information Technology Services, RFP# C000540

M/WBE

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

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from the contracting agency and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this 21st day of January, 2020

By: Alecia P. Hall

Print: Alecia P. Hall

Title: Manager, Small Business Program and Small Business Liaison Officer

Alecia P. Hall

(Name of Designated Liaison) is designated as the Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises - ~~Equal Employment Opportunity~~ (M/WBE-EEO) program.

Lorraine Roskelly, Unisys Compliance Programs Manager, is designated as the Liaison responsible for administering the Equal Employment Opportunity (EEO) program.

2017.12.08



**RFP #C000540 IES System Integrator Master Service Agreements
ATTACHMENT 12 - ENCOURAGING USE OF NEW YORK STATE BUSINESSES
IN CONTRACT PERFORMANCE**

New York State businesses have a substantial presence in State Contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders need to be aware that all authorized users of this Contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Bidders are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

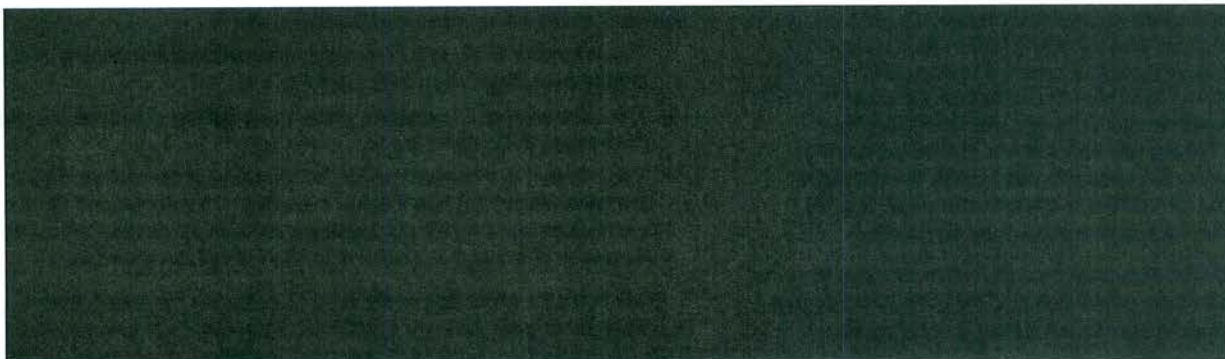
Utilizing New York State businesses in State Contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the Contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. The State therefore expects Bidders to provide maximum assistance to New York businesses in their use of the Contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders can demonstrate their commitment to the use of New York State businesses by responding to the question below; however, the State will not award any points during evaluation of Bidder's response to this procurement:

Will New York State Businesses be used in the performance of this Contract? X Yes No

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



**Contractor Certification to Covered Agency**

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

ST-220-CA

(12/11)

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

Contractor name Unisys Corporation				For covered agency use only Contract number or description	
Contractor's principal place of business 801 Lakeview Dr. Suite 100		City Blue Bell	State PA	ZIP code 19422	
Contractor's mailing address (if different than above)					
Contractor's federal employer identification number (EIN) 38-0387840			Contractor's sales tax ID number (if different from contractor's EIN)		
Contractor's telephone number 267 462-2063			Covered agency name NYS Office of Information Technology Services		
Covered agency address EMPIRE STATE PLAZA, SWAN STREET BUILDING, CORE 4, Albany NY 12223				Covered agency telephone number 518 473-9341	


I, Brian Baillie, hereby affirm, under penalty of perjury, that I am Corporate Secretary
(name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.☒ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with C000290
(insert contract number or description)

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

Sworn to this 13 day of January, 20 20
(sign before a notary public)

Assistant Secretary

(title)

Instructions**General information**

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

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

When to complete this form

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

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF Pennsylvania

:

SS.:

COUNTY OF Montgomery

On the 13 day of January in the year 2020, before me personally appeared Brian Baillie,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

he ^{works} resides at 801 Lakeview Dr,

Town of Blue Bell,

County of Montgomery,

State of Pennsylvania; and further that:

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

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

☒ (If a corporation): he is the Assistant Secretary
of Unisys Corporation, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): he is a _____
of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

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

Notary Public

Registration No.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Janet A. Braverman, Notary Public

Whitpain Twp., Montgomery County

My Commission Expires March 16, 2020

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Privacy notification

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

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

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

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

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

Need help?



Visit our Web site at www.tax.ny.gov

- get information and manage your taxes online
- check for new online services and features



Telephone assistance

Sales Tax Information Center: (518) 485-2889

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

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




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



Office of Information Technology Services

RFP #C000540 IES System Integrator Master Service Agreements

Attachment 14-Bidder Information Form

Name of Company Bidding: Unisys Corporation		Bidder Firm's Federal Tax Identification No.: 38-038-7840	
NYS Vendor ID Number: 1000004843			
Bidding Firm's Address: 801 Lakeview Drive, Suite 100		Blue Bell	
Street		City	
PA	19422	Montgomery	U.S.A.
State	Zip	County	Country
Bidder's Primary Contact			
Phone: (518) 452 - 6287 ext ()		Toll Free Phone: (800) 328-0440 ext ()	
Fax : (518) 452 - 6294 ext ()		Toll Free Fax : (888) 814-6007 ext ()	
E-mail Address: ron.sautter@unisys.com		Company Web Site: www.unisys.com	
Date: <u>February 4, 2020</u>			
Title: <u>Client Executive</u>			
Contact Name: <u>Ronald D Sautter</u>			
Authorized Signature: <u></u>			



Office of Information Technology Services

RFP #C000540 IES System Integrator Master Service Agreements Attachment 15: Workers Compensation and Disability Insurance Requirements

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that ITS shall not enter into any Contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a Contract with ITS successful Bidders will be required to verify for ITS on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. ITS would prefer Bidders to submit this insurance verification information with their bids if possible. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518)486-6307. Failure to provide verification of either of these types of insurance coverage by the time winning bids have been selected and Contracts are ready to be executed will be grounds for disqualification of an otherwise successful bid.

Workers' Compensation Requirements under WCL § 57:

To comply with coverage provisions of the WCL, businesses shall:

- a) be legally exempt from obtaining workers' compensation insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be self-insured or participate in an authorized group self-insurance plan.

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

1. CE-200, Certificate of Attestation of Exemption from New York State Workers Compensation and/or Disability Benefits Coverage; OR

2. C-105.2, Certificate of Workers' Compensation Insurance. (The Contractor's insurance carrier will send this form to ITS upon the Contractor's request.)

Please Note: The State Insurance Fund provides its own version of this form, the U-26.3; OR

3. SI-12, Certificate of Workers' Compensation Self-Insurance (the Workers' Compensation Board's Self Insurance Office will send this form to ITS upon the Contractor's request), OR

4. GSI-105.2 – Certificate of Participation in Workers' Compensation Group Self-Insurance (the Contractor's Group Self-Insurance Administrator will send this form to ITS upon the Contractor's request).



Office of Information Technology Services

RFP #C000540 IES System Integrator Master Service Agreements Attachment 15: Workers Compensation and Disability Insurance Requirements

Disability Benefits Requirements under WCL § 220(8):

To comply with the coverage provisions of the Disability Benefits Law, businesses shall:

- a) be legally exempt from obtaining disability benefits insurance coverage; OR
- b) obtain such coverage from insurance carriers; OR
- c) be self-insured.

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

1. CE-200, Certificate of Attestation of Exemption from New York State Workers Compensation and/or Disability Benefits Coverage; OR
2. Either the DB-120.1 – Certificate of Disability Benefits Insurance OR the DB-820/829 Certificate/Cancellation of Insurance (the Contractor's insurance carrier will send one of these forms to ITS upon the Contractor's request); OR
3. DB-155 – Certificate of Disability Benefits Self-Insurance (the Workers' Compensation Board's Self Insurance Office will send this form to ITS upon request the Contractor's request).

Unisys Response:

Please see Unisys Certificates of Workers Compensation Insurance and Disability Insurance on the following pages.



**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) Unisys Corporation 801 Lakeview Drive Blue Bell, PA 19422 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 215-740-8856 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 38-0387840
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) NYS Office of Information Technology Services P.O. Box 2062 Albany, NY 12220-2062	3a. Name of Insurance Carrier Indemnity Insurance Company of North America 3b. Policy Number of Entity Listed in Box "1a" WLRC65892868 3c. Policy effective period 4/1/2019 to 4/1/2020 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

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

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

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

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


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

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

Approved by: Annette D'Urso

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:


(Signature)

4-1-19
(Date)

Title: Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 302-476-6307

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

C-105.2 (9-17)

ITS FOIL 2022-31 000416

www.wcb.ny.gov

Workers' Compensation Law

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

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



CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

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

1a. Legal Name & Address of Insured (use street address only)

UNISYS CORPORATION
801 LAKEVIEW DRIVE, SUITE 100
BLUE BELL, PA 19422

1b. Business Telephone Number of Insured
(215) 274-1397

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

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

380387840

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

UNISYS CORPORATION
801 LAKEVIEW DRIVE, SUITE 100
BLUE BELL, PA 19422

3a. Name of Insurance Carrier

New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box "1a"

DBL 7142 58 - 2

3c. Policy effective period

01/01/2020 to 01/01/2021

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits
☐ B. Disability benefits only
☐ C. Paid family leave benefits only

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
☐ B. Only the following class or classes of employer's employees:

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

Date Signed 1/23/2020

By

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

Telephone Number (866) 697-4332

Name and Title **Melissa Jensen, Director of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

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

State of New York Workers' Compensation Board

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

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____

Name and Title _____

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

Additional Instructions for Form DB-120.1

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

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

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

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

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

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

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

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

An on-line VendRep certification (copy below) was made at:

<https://onlineservices.osc.state.ny.us>

UNISYS CORPORATION

Certification

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

The undersigned certifies that he/she:

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

Name:

Title:

Date:

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this [RFP/Contract], as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this [RFP/Contract] does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;

7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this [RFP/Contract] should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title: **Ronald D. Sautter, Client Executive**

Signature: 

Date: **February 4, 2020**

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

Compliance with HIPAA (Health Insurance Portability And Accountability Act Of 1996) and HI-TECH (Health Information Technology for Economic and Clinical Health Act of 2009)

Definitions:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information (PHI), Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

(a) **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in this Agreement may refer to Contractor or its subcontractor(s), to the extent Contractor or its subcontractor(s) create, receive, maintain, or transmit protected health information on behalf of ITS.

(b) **Covered Entity.** By entering into this Agreement, ITS does not affirm that it necessarily meets the definition of a "Covered Entity" or a "Business Associate" under the HIPAA statute, and rather affirms that ITS may in a given instance be acting as a "conduit" or in another capacity providing services to other entities, some of which themselves may be covered entities. But to the extent ITS is deemed to be covered by HIPAA or HI-TECH, the parties agree the term "Covered Entity" in this Agreement shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.

(c) **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Protected Health Information Obligations and Activities of Contractor

To the extent Contractor or its subcontractor(s) create, receive, maintain, or transmit protected health information on behalf of ITS pursuant to their responsibilities under this Agreement, Contractor agrees that it is subject to, will abide by, and will require in writing its subcontractors to similarly abide by, the following requirements applicable to Business Associates under HIPAA, agreeing to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to ITS within ten (10) business days or fewer any use or disclosure of protected health information not provided for by this Agreement of which it becomes aware. In no event shall Contractor exceed the timeframe for reporting to ITS breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware. Contractor shall provide ITS all information reasonably requested by ITS concerning any breach. Contractor shall also provide the following information to ITS upon first instance of the notification of breach: the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Contractor, to have been, accessed, acquired, used, or disclosed during the breach.

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of

Contractor agree in writing to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;

(e) Make available protected health information in a designated record set to ITS, in a manner to be prescribed by ITS within a reasonable timeframe not to exceed fifteen (15) days, absent extenuating circumstances, as necessary to satisfy obligations which ITS or the entities it provides services to reasonably believe applicable to them under 45 CFR 164.524. In the event Contractor or its subcontractor(s) receive any request for such protected health information directly from an individual, Contractor shall refer such request to ITS within a reasonable timeframe not to exceed ten (10) business days.

(f) Make any amendment(s) to protected health information in a designated record set as directed by ITS pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy obligations that ITS reasonably believes it has under 45 CFR 164.526, in the manner as prescribed by ITS and within twenty (20) business days of such request. In the event Contractor or its subcontractor(s) receive any request to amend a data set directly from an individual, Contractor shall refer such request to ITS within a reasonable timeframe not to exceed ten (10) business days;

(g) Maintain and make available the information required to provide an accounting of disclosures to ITS as necessary to satisfy obligations that ITS reasonably believes it has under 45 CFR 164.528, in the manner as prescribed by ITS and within ten (10) business days of such request. In the event Contractor or its subcontractor(s) receive any request for an accounting of disclosures directly from an individual, Contractor shall refer such request to ITS within a reasonable timeframe not to exceed ten (10) business days;

(h) To the extent Contractor or its subcontractor(s) are to carry out one or more of obligation(s) ITS may have under Subpart E of 45 CFR Part 164, in performing such obligations, comply with the requirements of Subpart E that apply to ITS; and

(i) Make either Contractor's or its subcontractor(s)', or both, internal practices, books, and records available to the Secretary of the Department of Health and Human Services and the Director of ITS, or his or her designee, for purposes of determining compliance with the HIPAA and HI-TECH Rules.

Permitted Uses and Disclosures of Protected Health Information by Contractor and its Subcontractor(s)

(a) Contractor and its subcontractor(s) may only use or disclose protected health information as necessary to perform the services set forth in this Agreement, provided however, that if de-identified information can be used in lieu of individually identifiable health information with the same effect, Contractor and its subcontractor(s) shall use de-identified information in their performance of this Agreement in accordance with 45 CFR 164.514(a)-(c).

(b) Contractor and its subcontractor(s) may use or disclose protected health information as required by law.

(c) Contractor and its subcontractor(s) agrees to make only those uses, disclosures and requests for protected health information that are consistent with the minimum necessary policies and procedures of ITS or the entit(ies) for whom ITS provides services which entail the creation, reception, maintenance, or transmittal of protected health information.

(d) Contractor and its subcontractor(s) may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 except as may be provided for in this Agreement or for the proper management and administration of Contractor or its subcontractor(s), including the carrying out of the Contractor's or its subcontractor(s)' legal responsibilities.

Term and Termination

(a) **Termination for cause under HIPAA or HI-TECH.** The Term of this Agreement shall be as described elsewhere in the "Term" section of this agreement. Among the other reasons for which ITS may terminate this Agreement prior to the end of its Term date for cause, ITS may terminate this Agreement if ITS determines the Contractor or its subcontractor(s) have violated a material term of this HIPAA and HI-TECH Compliance section of the Agreement, and Contractor or its subcontractor(s) have not cured the breach or ended the violation within any time that has been specified by ITS.

(b) **Contractor's and its Subcontractor(s)' Obligations Upon Termination.** Upon termination of this Agreement for any reason, Contractor and its subcontractor(s) shall return to ITS, transfer to another of ITS' contractors as directed by ITS, or, if agreed to by ITS on an individual case-by-case basis, destroy all protected health information received from ITS, or created, maintained, or received by the Contractor and its subcontractor(s) on behalf of ITS, that the Contractor and its subcontractor(s) still maintain in any form. Contractor and its subcontractor(s) shall retain no copies of the protected health information. Contractor understands and agrees and will require of its subcontractor(s) in writing that Contractor and its subcontractor(s) are required to receive written approval from ITS prior to the return, transfer or destruction of any protected health information.

(c) **Survival.** Contractor's and its subcontractor(s)' obligations under this HIPAA and HI-TECH Compliance section of this Agreement shall survive the termination of this Agreement.

Miscellaneous

(a) **Regulatory References.** A reference in this Agreement to a section in the HIPAA or HI-TECH Rules means the section as in effect or as amended.

(b) **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA or HI-TECH Rules and any other applicable law.

(c) **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA or HI-TECH Rules.

(d) **Sub-contractors.** Contractor shall require any subcontractors that it uses that create, receive, maintain, or transmit protected health information on behalf of ITS under this Agreement to conform to these HIPAA and HI-TECH Compliance requirements in addition to any other security, privacy or applicable terms of this Agreement.

ITS

RFP C000540
IES System Integrator Master Service Agreements
Attachment 22-Compliance with HIPAA and HI-TECH

<u>Contractor</u> By: <u>Ronald D. Sautter</u> Signature <u>Ronald D. Sautter</u> Name <u>Feb .4, 2020</u> Date	<u>Subcontractor</u> By: _____ Signature _____ Name _____ Date
---	--



SDVOB UTILIZATION PLAN

INSTRUCTIONS: This form MUST be submitted with any bid, proposal, or proposed negotiated contract prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS-certified Service-Disabled Veteran-Owned Business (SDVOB), including the offeror if a NYS-certified SDVOB, and estimated (or actual if known) annual dollar value under the contract and reflect the SDVOB participation goals specified in the contract or procurement document.

Will there be SDVOB participation for services provided under this contract? ☒ YES Complete the form. ☐ NO If No, please contact ITS Procurement & Contracts Support for help.

Contract Overview

Offeror/Contractor Name:	Unisys Corporation	Telephone:	518-452-6287
Address	801 Lakeview Dr, Suite 100	Federal ID No:	38038-7840
City, State, Zip:	Blue Bell, PA 19422	Solicitation No:	RFP# C000540
		SFS Vendor ID:	1000004843

SDVOB: Complete box below for each NYS-Certified SDVOB Contractor/Subcontractor. Add more pages if needed.

Classification	Description of Scope of Work (Subcontracts/Supplies/Services)	Annual Dollar Value of Subcontracts/Supplies/Services
<input checked="" type="checkbox"/> SDVOB	<input checked="" type="checkbox"/> DIRECT (Spending directly fulfilling contract obligations) Description: IT Consulting Services <input type="checkbox"/> INDIRECT (Spending in support of company operations.) Description: <input type="checkbox"/> Copy of written agreement attached (Required for teaming)	
<input type="checkbox"/> SDVOB	<input type="checkbox"/> DIRECT (Spending directly fulfilling contract obligations) Description: <input type="checkbox"/> INDIRECT (Spending in support of company operations.) Description: <input type="checkbox"/> Copy of written agreement attached (Required for teaming)	\$

Name:	
Address:	
City, State, Zip:	
Telephone:	
Fed. ID. No:	
SFS Vendor ID:	

☒ VENDOR CERTIFICATION: I hereby affirm that the information supplied in this utilization plan is true and correct.

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE SDVOB REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 17-B, 9 NYCRR PART 252, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Signature:

Print Name:

Ron Sautter

Title:

Client Executive

Date: 1/22/2020

Telephone No: 518-452-6287

Email:

SDVOB UTILIZATION PLAN

FOR AUTHORIZED USE ONLY			
SDVOB Utilization Plan	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date: _____
Approved:			
Notice of Deficiency Issued:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date: _____
Notice of Acceptance Issued:	<input type="checkbox"/> Y	<input type="checkbox"/> N	Date: _____
Reviewed By:	_____		Date: _____
Comment(s):	_____		

IES System Integrator Master Service Agreements

Affirmative Statements - Sworn to by the Bidder

DO NOT ADD, REMOVE OR REARRANGE ANY COLUMNS OR ROWS.

An authorized signatory for the bidder must initial the fields in yellow.

Bidder Name-

Unisys

Affirmative Statement	Response
1. Bidder affirms that the proposal was signed and executed by an individual with the capacity and legal authority to bind the Bidder in its offer to the State.	Yes RS
2. Bidder affirms that it accepts all of the terms and conditions set forth in this RFP, including all amendments, appendices and attachments, and must agree to enter a contractual agreement containing, at a minimum, the terms and conditions identified in this RFP.	Yes RS
3. Bidder affirms that its Administrative, Technical and Financial Proposals remain open and valid for at least 180 days from the due date of this RFP, unless the time for awarding the Contract is extended by mutual consent of ITS and the Bidder.	Yes RS
4. Bidder affirms that its Administrative, Technical and Financial Proposals shall continue to remain an effective offer, firm and irrevocable, subsequent to such 180-day period until either tentative award of the Contract by ITS is made or withdrawal of the proposal in writing by Bidder. Tentative award of the Contract shall consist of written notice to that effect by ITS to a successful Bidder, who shall thereupon be obligated to execute a formal Contract.	Yes RS
5. Bidder affirms that in its fulfillment of obligations as proposed in its response to the RFP, it does not violate any existing contracts or agreements between the Bidder and the State.	Yes RS
6. Bidder affirms that, in its fulfillment of obligations as proposed in its response to the RFP, it does not or will not create any conflict of interest, or perception thereof, with any current role or responsibility the Bidder has with regard to any existing contracts or agreements between the Bidder and the State.	Yes RS
7. Bidder affirms that, in its fulfillment of obligations as proposed in the response, it does not and will not compromise the Bidder's ability to carry out its obligations under any existing contracts between the Bidder and the State.	Yes RS
8. Bidder affirms that during the negotiation and execution of any contract resulting from this RFP, the Bidder will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole, including but not limited to, any action or decision to divert resources from one State project to another.	Yes RS
9. Bidder affirms that in fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Bidder will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including but not limited to, any action or decision to divert resources from one State project to another.	Yes RS
10. Bidder affirms that the Bidder commits to obtaining all necessary proof of insurance with their proposal (see Appendix C-1 for detailed insurance requirements).	Yes RS
11. Bidder affirms that if awarded a contract, the Bidder must provide proof of current insurance, certifications, licensing, etc. throughout the contract term.	Yes RS
12. Bidder affirms that it shall be fully responsible to ITS for the acts and omissions of, and the performance of Project Services by, all subcontractors and/or persons either directly or indirectly employed by such subcontractors. This statement must acknowledge that the Bidder shall not in any way be relieved of any programmatic or financial responsibility under the Contract by the terms of its agreement with any subcontractor.	Yes RS
13. Bidder affirms that if selected, the successful Bidder is prepared to commence performance of services described herein.	Yes RS
14. Bidder affirms that it will comply with Federal Executive Order 11246, the Copeland "Anti-Kickback Act" (18 USC 874), Section 508 of the Federal Clean Air Act, and Section 306 of the Federal Clean Water Act.	Yes RS
15. Bidder affirms that neither it nor its principals are debarred or suspended from Federal financial assistance programs and activities.	Yes RS
16. Bidder affirms that it will comply with the provisions of Section 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.).	Yes RS
17. Bidder affirms that no Federal funds will be used to lobby or influence a Federal officer or a Member of Congress.	Yes RS

February 4, 2020

Mrs. Ward
Contract Management Specialist
Empire State Plaza
Swan Street Building, Core 4
Albany, NY 12223

Dear Mrs. Ward:

RE: RFP C000540 IES System Integrator – Attachment 25 – FOIL and Litigation Disclosure

Attachment 25 - RFP Requirement:

Additional Administrative Statements

1. Freedom of Information Law Redaction Request: If there is specific information in a Bidder's proposal that a Bidder claims to be proprietary and/or trade secret information that meets the definition set forth in Section 87(2)(d), the Bidder should provide a letter in its Administrative Proposal outlining any specific concerns regarding disclosure under the New York State Freedom of Information Law (Article 6 of the Public Officers Law).
Please indicate in the Response section if this statement applies.

Unisys Response:

Unisys has the following concerns regarding disclosure under the New York State Freedom Law (Article 6 of the Public Officers Law):

- All names and other personally identifiable information (PII) should not be subject to disclosure;
- Proprietary information found in Part 3. Project Overview for Lot 3.

If any clarification is required, please contact me at the phone number and / or E-Mail address included below.



Signature
Ronald D. Sautter
Client Executive
Unisys Corporation





**Office of Information
Technology Services**

**RFP #C000540 IES System Integrator Master Service Agreements
ATTACHMENT 26 – Sexual Harassment Prevention Certification**

State Finance Law §139-L requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the Department of Labor's model policy and training standards) to all its employees.

Bids that do not contain the certification will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder may provide a signed statement with their bid detailing the reasons why the certification cannot be made.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Bidder Certification:

By my signature below, I certify that I am a duly authorized signatory of the Bidder with the ability to legally bind the Bidder. I further certify that Bidder adheres to State Finance Law §139-L.

Signature: Lorraine Roskelley Date: 1/16/2020

Printed Name: Lorraine Roskelley

Title: Program Compliance Manager

Bidder Name: Unisys Corporation

Bidder Address: 801 Lakeview Drive, Suite 100 Blue Bell, PA
19422

CERTIFIED COPY OF RESOLUTIONS
of the
BOARD OF DIRECTORS
of
UNISYS CORPORATION

I, Lara C. Novino, Assistant Secretary of Unisys Corporation, a Delaware corporation, do hereby certify that the following is a true and correct copy of resolutions duly adopted at a regular meeting of the Board of Directors of said Corporation held on September 27, 1990, which on the date hereof remain in full force and effect:

Bids, Proposals, and Contracts:

RESOLVED, that the officers of the Corporation at the level of elected Vice President or above be, and each of them hereby is, authorized and empowered, in the name and on behalf of the Corporation, to make, execute, enter into and deliver bids, proposals and contracts for the selling, leasing, licensing, supplying, performing, and delivering of computer products (including, without limitation, hardware and system software incorporated therein, application software, parts and supplies), systems and other services, other products and goods of the Corporation (whether or not manufactured or developed by the Corporation or others) to any customer, governmental or otherwise; and further

RESOLVED, that the officers of the Corporation above the level of elected Vice President be, and each of them hereby is, authorized and empowered, in the name and on behalf of the Corporation, to delegate the authority granted by the foregoing resolution to additional officers and/or employees of the Corporation, or to revoke any such delegation previously granted, which delegation, or revocation thereof, shall become effective when it is filed in writing with the Secretary of the Corporation; and further

RESOLVED, that the Secretary or any Assistant Secretary of the Corporation be, and each of them hereby is, authorized and empowered to certify, to any entity or person, the authority granted to any officer or employee of the Corporation pursuant to the foregoing resolutions, with such certification constituting conclusive evidence, binding upon the Corporation, of the authority of such officer or employee to make, execute, enter into or deliver the bids, proposals or contracts referred to in the foregoing resolutions.

I further certify that, on the date hereof, Ron Sautter, Client Executive, has been duly delegated authority to sign customer proposals and contracts on behalf of Unisys Corporation in the United States.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this 14th day of January, 2020.


Assistant Secretary

[certcopy.res/bidspro.con]



Office of Information Technology Services

RFP# C000540 IES System Integrator Master Service Agreements

Table of Contents

Attachment 1 – Proposal Checklist	1
Attachment 7 – Firm Offer Letter and Conflict of Interest Disclosure.....	1
Certified Copy of Resolutions of the Board of Directors of Unisys Corporation	4
Attachment 19 – Financial Proposal Workbook	1

Unisys Corporation
801 Lakeview Drive
Suite 100
Blue Bell, PA 19422

Telephone
518-452-6287



January 14, 2020

Mrs. Ward
Contract Management Specialist
Empire State Plaza
Swan Street Building, Core 4
Albany, NY 12223

RE: RFP C000540 IES System Integrator

Firm Offer to the State of New York and Conflict of Interest Disclosure

Unisys hereby submits this firm and binding offer to the State of New York in response to New York State Request for Proposals (RFP) # C000540 IES System Integrator Master Service Agreement, by the New York State Office of Information Technology Services. The Proposal hereby submitted by Unisys meets or exceeds all terms, conditions and requirements set forth in the above-referenced RFP. This formal offer will remain firm and non-revocable for a minimum period of 180 days from the date proposals are due to be received by the State, or until a Contract is approved by the NYS Comptroller and executed by the State.

Unisys' complete offer is set forth in three, separately bound volumes as follows:

Technical Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

Financial Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

Administrative Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

Unisys hereby affirms that the solution proposed by the Bidder in the Proposal meets or exceeds the service level requirements set forth in the above-referenced RFP, including referenced attachments.

Unisys hereby affirms that, at the time of Proposal submission, Bidder knows of no factors existing at time of Proposal submission or which are anticipated to arise during the procurement or Contract term, which would constitute a potential conflict of interest in successfully meeting the contractual obligations set forth in the above-referenced RFP and the Proposal hereby submitted, including but not limited to:

1. No potential for conflict of interest on the part of the Bidder or any due to prior, current, or proposed contracts, engagements, or affiliations; and
2. No potential conflicts in the sequence or timing of the proposed award under this RFP # C000540 relative to the timeframe for service delivery, or personnel or financial resource commitments of Bidder or to other projects.

To comply with the Vendor Responsibility Requirements outlined in Appendix C, Section 48 of the above-referenced RFP, #C000540 IES System Integrator Master Service Agreement. hereby affirms that (enter an "X" in the appropriate box):

- ☒ An on-line Vendor Responsibility Questionnaire has been updated or created within the last six months, at the Office of the State Comptroller's website:

<https://portal.osc.state.ny.us/wps/portal>

A hard copy Vendor Responsibility Questionnaire is included with this Proposal and is dated within the last six months.

A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental agencies, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.


The Unisys representatives responsible for this contract and to be contacted in reference to our proposal are as follows:

Client Relationship Executive	Engagement Executive
Ron Sautter, Client Executive Office (518) 452-6287 Mobile (518) 221-7569 ron.sautter@unisys.com	Kalyan Raman, Sr. Delivery Manager Office (808) 587-3733 Mobile (909) 573-4505 kalyan.raman@unisys.com

By signing, the undersigned individual affirms and represents that he has the legal authority and capacity to sign and make this offer on behalf of, and has signed using that authority to legally bind Unisys to the offer, and possesses the legal capacity to act on behalf of Bidder to execute a Contract with the State of New York. The aforementioned legal authority and capacity of the undersigned individual is affirmed by the enclosed Resolution of the Corporate Board of Directors of Unisys.



Ronald D. Sautter
Client Executive
Unisys Corporation

STATE OF	New York	}	
			:ss.:
COUNTY OF	Saratoga	}	
<p>On the <u>14th</u> day of <u>January</u> in the year <u>2020</u>, before me personally came: <u>RONALD D. SAUTTER</u>, to me known, who, being by me duly sworn, did depose and say that <u>he</u> reside(s) in <u>Clifton Park, NY</u>; that <u>he</u> is <u>Client Executive of Unisys Corporation</u>, the corporation described in and which executed the above instrument; and that <u>he</u> signed <u>his</u> name(s) thereto by authority of the board of directors of said corporation.</p>			
		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> ROBERT JAMES UPTON NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01UP6377377 Qualified in Saratoga County Commission Expires July 9, 2022 </div>	
Notary Public			

<u>PARTNERSHIP ACKNOWLEDGMENT</u>	
STATE OF	}
	:ss.:
COUNTY OF	}
<p>On the _____ day of _____ in the year 200__, before me personally came: _____ to me known, who, being by me duly sworn, did depose and say that he reside(s) in _____; that he is _____ (the General/Managing Partner or other officer or attorney in fact duly appointed) of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.</p>	
<p>Signature and Office of Person Taking Acknowledgment</p>	

<u>INDIVIDUAL ACKNOWLEDGEMENT</u>	
STATE OF	}
	:ss.:
COUNTY OF	}
<p>On the ____ day of _____ in the year 20 __, before me personally appeared: _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at _____, Town of _____, County of _____, State of _____; and that he executed the foregoing instrument in his/her name and on his/her own behalf.</p>	
<p>Notary Public</p>	



**RFP# C000540- IES System Integrator Master Service Agreements
Attachment 19 – Financial Proposal**

**Attachment 19 – Financial Proposal
Page 1 of 4**

FINANCIAL PROPOSAL

INSTRUCTIONS FOR SUBMISSION

The Bidder must respond to all sections of the Financial Proposal in the format specified in the Pricing Schedule as contained herein this RFP, **Attachment 19**, respectively. The *Financial Proposal* must be furnished in hard copy, with electronic version in Microsoft Word, Microsoft Excel, Microsoft Project, Visio or Adobe Acrobat, as applicable. In the event of a discrepancy between the hard copy and electronic copy, the hard copy shall govern.

The *Financial Proposal* must contain the following information, in the order enumerated below:



RFP# C000540- IES System Integrator Master Service Agreements
Attachment 19 – Financial Proposal

Attachment 19 – Page 2 of 4

Attachment 19 – PRICING SCHEDULE

Pricing Schedule Instructions/Assumptions

INSTRUCTIONS FOR COMPLETION

This Form (Attachment 19), must be completed in its entirety according to the following instructions:

- Bidders are instructed to utilize the job titles as listed and described in Appendix L even if they are not consistent with the Bidder's existing job titles.
- The Financial Proposal must include the hourly rate (U.S. dollars) for each title listed in Attachment 19. A dollar rate of zero is **not acceptable**.
- All hourly rates must be presented as a fixed dollar amount. Rates as quoted should be expressed in decimals, not to exceed two places for each item.
- Submit only one rate for each job title; a range of hourly rates is **not acceptable**. **Do not leave blanks or fail to provide a rate for each title in the given lot you are bidding on.**
- The Bidder must certify that their proposed, not-to-exceed hourly rates cover all services required in this RFP. **The proposed rates must be inclusive of all direct and indirect costs, fees, profit and all overhead expenses, including, but not limited to, all training, travel costs, parking fees, and other ancillary fees and costs including permits, licenses, and insurance and any necessary office space within 15 miles of 40 North Pearl Street, Albany, NY.**

****Please note that the hourly rates proposed in any Tier II responses must not exceed the Contractor's hourly rates proposed for the Tier I Contract; must cover all of all direct and indirect costs, fees, profit and all overhead expenses, including, but not limited to, all training, travel costs, parking fees, and other ancillary fees and costs including permits, licenses, and insurance.***

Unisys Response:

Please see Unisys response on the following pages.



**RFP# C000540- IES System Integrator Master Service Agreements
Attachment 19 – Financial Proposal**

Attachment 19 – Page 3 of 4

Pricing Schedule – Albany

Job Title	Job Level	Not-To-Exceed Hourly Rates Lot 1	Not-To- Exceed Hourly Rates Lot 2	Not-To- Exceed Hourly Rates Lot 3	Not-To- Exceed Hourly Rates Lot 4
Business Analyst	Level I				
Business Analyst	Level II				
Business Analyst	Level III				
Architect	Level I				
Architect	Level II				
Architect	Level III				
Developer	Level I				
Developer	Level II				
Developer	Level III				
Project Manager	Level I				
Project Manager	Level II				
Project Manager	Level III				
Security Analyst	Level I				
Security Analyst	Level II				
Security Analyst	Level III				
Specialist	Level I				
Specialist	Level II				
Specialist	Level III				
Tester	Level I				
Tester	Level II				
Tester	Level III				
Trainer	Level I				
Trainer	Level II				
Trainer	Level III				



Office of Information Technology Services

RFP# C000540- IES System Integrator Master Service Agreements Attachment 19 – Financial Proposal

Attachment 19 – Page 4 of 4

Pricing Schedule – NYC

Job Title	Job Level	Not-To-Exceed Hourly Rates Lot 1	Not-To- Exceed Hourly Rates Lot 2	Not-To- Exceed Hourly Rates Lot 3	Not-To- Exceed Hourly Rates Lot 4
Business Analyst	Level I				
Business Analyst	Level II				
Business Analyst	Level III				
Architect	Level I				
Architect	Level II				
Architect	Level III				
Developer	Level I				
Developer	Level II				
Developer	Level III				
Project Manager	Level I				
Project Manager	Level II				
Project Manager	Level III				
Security Analyst	Level I				
Security Analyst	Level II				
Security Analyst	Level III				
Specialist	Level I				
Specialist	Level II				
Specialist	Level III				
Tester	Level I				
Tester	Level II				
Tester	Level III				
Trainer	Level I				
Trainer	Level II				
Trainer	Level III				

CERTIFIED COPY OF RESOLUTIONS
of the
BOARD OF DIRECTORS
of
UNISYS CORPORATION

I, Lara C. Novino, Assistant Secretary of Unisys Corporation, a Delaware corporation, do hereby certify that the following is a true and correct copy of resolutions duly adopted at a regular meeting of the Board of Directors of said Corporation held on September 27, 1990, which on the date hereof remain in full force and effect:

Bids, Proposals, and Contracts:

RESOLVED, that the officers of the Corporation at the level of elected Vice President or above be, and each of them hereby is, authorized and empowered, in the name and on behalf of the Corporation, to make, execute, enter into and deliver bids, proposals and contracts for the selling, leasing, licensing, supplying, performing, and delivering of computer products (including, without limitation, hardware and system software incorporated therein, application software, parts and supplies), systems and other services, other products and goods of the Corporation (whether or not manufactured or developed by the Corporation or others) to any customer, governmental or otherwise; and further

RESOLVED, that the officers of the Corporation above the level of elected Vice President be, and each of them hereby is, authorized and empowered, in the name and on behalf of the Corporation, to delegate the authority granted by the foregoing resolution to additional officers and/or employees of the Corporation, or to revoke any such delegation previously granted, which delegation, or revocation thereof, shall become effective when it is filed in writing with the Secretary of the Corporation; and further

RESOLVED, that the Secretary or any Assistant Secretary of the Corporation be, and each of them hereby is, authorized and empowered to certify, to any entity or person, the authority granted to any officer or employee of the Corporation pursuant to the foregoing resolutions, with such certification constituting conclusive evidence, binding upon the Corporation, of the authority of such officer or employee to make, execute, enter into or deliver the bids, proposals or contracts referred to in the foregoing resolutions.

I further certify that, on the date hereof, Ron Sautter, Client Executive, has been duly delegated authority to sign customer proposals and contracts on behalf of Unisys Corporation in the United States.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this 14th day of January, 2020.


Assistant Secretary

[certcopy.res\bidspro.com]



RFP# C000540 IES System Integrator Master Service Agreements

Table of Contents

Attachment 1 – Proposal Checklist.....	1
Attachment 7 – Firm Offer Letter and Conflict of Interest Disclosure.....	1
Certified Copy of Resolutions of the Board of Directors of Unisys Corporation.....	4
Attachment 16 – Technical Proposal Forms.....	1
Part 1: Organizational Overview (Executive Summary).....	1
Part 2: Minimum Bidder Qualifications	7
Part 3: Project Overview	17
Part 4: Contractor's Engagement Executive.....	73
Part 5: Bidder Experience.....	78
Part 6: Project Staffing.....	136
Attachment 17 – Key Subcontractor Information	1
Attachment 18 – Bidder References	1

List of Figures

Figure 1-1. LeanGov™ Principles.	2
Figure 3-1. Unisys Testing Methodology.	22
Figure 3-2. Overview 1: Unification of Policy and Practice.	26
Figure 3.3. Overview 2: Unisys Functional Reference.....	27
Figure 3-4. Overview 3: Unisys Team Aligning with DHS Business Drivers.....	30
Figure 3-5. Overview 4: Alignment of Technology Standards and System Implementation	31
Figure 3-6. Modules of Eligibility and Financials.....	33
Figure 3-7. EBT Integration with Financial Management System.....	36
Figure 3-8. Key Design Principles of the Unisys Solution.....	40
Figure 3-9. Data Management and Analytics Delivery Organization.	41
Figure 3-10. Resource Pool.	42
Figure 3-11. Architecture for the Big Data Analytics Platform.....	43



RFP# C000540 IES System Integrator Master Service Agreements

Figure 3-12. Batch Data Processing.....	45
Figure 3-13. Stream Processing.....	46
Figure 3-14. Objectives Addressed by Data Quality Processes.....	46
Figure 3-15. Unisys Analytics Lifecycle.....	51
Figure 3-16. Machine Learning Lifecycle.....	52
Figure 3-17. Artificial Intelligence Technology Portfolio.....	53
Figure 3-18. State of Hawaii: Enterprise BI Solution.....	55
Figure 3-19. FamilyNow™ Solution.....	58
Figure 3-20. Service Costs.....	61
Figure 3-21. Eligibility.....	62
Figure 3-22. Payments.....	63
Figure 3-23. Provider Summary.....	65
Figure 3-24. Provider Address.....	65
Figure 3-25. Provider Summary Members.....	66
Figure 3-26. Relationship Summary.....	66
Figure 3-27. Home Evaluation Details.....	67
Figure 3-28. Home Evaluation Details for Specific Child.....	68
Figure 3-29. Benefit Calculation, Issuance, and Payments.....	69
Figure 6-1. An Aspire Journey.....	138
Figure 6-2. Unisys' Proactive Demand Planning Process.....	142
Figure 6-3. Seven-Pronged Retention Approach.....	144

List of Tables

Table 3-1. Key Differentiators and Benefits of a Unisys Hybrid Solution.....	40
Table 6-1. Features and Benefits of Unisys.....	140
Table 6-2. Recruitment and Hiring Process.....	145

Unisys Corporation
801 Lakeview Drive
Suite 100
Blue Bell, PA 19422

Telephone
518-452-6287



January 14, 2020

Mrs. Ward
Contract Management Specialist
Empire State Plaza
Swan Street Building, Core 4
Albany, NY 12223

RE: RFP C000540 IES System Integrator

Firm Offer to the State of New York and Conflict of Interest Disclosure

Unisys hereby submits this firm and binding offer to the State of New York in response to New York State Request for Proposals (RFP) # C000540 IES System Integrator Master Service Agreement, by the New York State Office of Information Technology Services. The Proposal hereby submitted by Unisys meets or exceeds all terms, conditions and requirements set forth in the above-referenced RFP. This formal offer will remain firm and non-revocable for a minimum period of 180 days from the date proposals are due to be received by the State, or until a Contract is approved by the NYS Comptroller and executed by the State.

Unisys' complete offer is set forth in three, separately bound volumes as follows:

Technical Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

Financial Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

Administrative Proposal:

Total of one (1) original hard copy and two (2) electronic copies on PC Compatible Windows USB Flash-Drive saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

Unisys hereby affirms that the solution proposed by the Bidder in the Proposal meets or exceeds the service level requirements set forth in the above-referenced RFP, including referenced attachments.

Unisys hereby affirms that, at the time of Proposal submission, Bidder knows of no factors existing at time of Proposal submission or which are anticipated to arise during the procurement or Contract term, which would constitute a potential conflict of interest in successfully meeting the contractual obligations set forth in the above-referenced RFP and the Proposal hereby submitted, including but not limited to:

1. No potential for conflict of interest on the part of the Bidder or any due to prior, current, or proposed contracts, engagements, or affiliations; and
2. No potential conflicts in the sequence or timing of the proposed award under this RFP # C000540 relative to the timeframe for service delivery, or personnel or financial resource commitments of Bidder or to other projects.

To comply with the Vendor Responsibility Requirements outlined in Appendix C, Section 48 of the above-referenced RFP, #C000540 IES System Integrator Master Service Agreement. hereby affirms that (enter an "X" in the appropriate box):

- ☒ An on-line Vendor Responsibility Questionnaire has been updated or created within the last six months, at the Office of the State Comptroller's website:

<https://portal.osc.state.ny.us/wps/portal>

A hard copy Vendor Responsibility Questionnaire is included with this Proposal and is dated within the last six months.

A Vendor Responsibility Questionnaire is not required due to an exempt status. Exemptions include governmental agencies, public authorities, public colleges and universities, public benefit corporations, and Indian Nations.


The Unisys representatives responsible for this contract and to be contacted in reference to our proposal are as follows:

Client Relationship Executive	Engagement Executive
Ron Sautter, Client Executive Office (518) 452-6287 Mobile (518) 221-7569 ron.sautter@unisys.com	Kalyan Raman, Sr. Delivery Manager Office (808) 587-3733 Mobile (909) 573-4505 kalyan.raman@unisys.com

By signing, the undersigned individual affirms and represents that he has the legal authority and capacity to sign and make this offer on behalf of, and has signed using that authority to legally bind Unisys to the offer, and possesses the legal capacity to act on behalf of Bidder to execute a Contract with the State of New York. The aforementioned legal authority and capacity of the undersigned individual is affirmed by the enclosed Resolution of the Corporate Board of Directors of Unisys.



Ronald D. Sautter
Client Executive
Unisys Corporation

STATE OF	New York	}
		:ss.:
COUNTY OF	Saratoga	}
<p>On the <u>14th</u> day of <u>January</u> in the year <u>2020</u>, before me personally came: <u>RONALD D. SAUTER</u>, to me known, who, being by me duly sworn, did depose and say that <u>he</u> reside(s) in <u>Clifton Park, NY</u>; that <u>he</u> is <u>Client Executive of Unisys Corporation</u>, the corporation described in and which executed the above instrument; and that <u>he</u> signed <u>his</u> name(s) thereto by authority of the board of directors of said corporation.</p>		
		<div style="border: 1px solid black; padding: 5px; text-align: center;"> ROBERT J. MATIS UPTON NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01UP6377377 Qualified in Saratoga County Commission Expires July 3, 2022 </div>
Notary Public		

<u>PARTNERSHIP ACKNOWLEDGMENT</u>	
STATE OF	}
	:ss.:
COUNTY OF	}
<p>On the _____ day of _____ in the year 200__, before me personally came: _____ to me known, who, being by me duly sworn, did depose and say that he reside(s) in _____; that he is _____ (the General/Managing Partner or other officer or attorney in fact duly appointed) of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.</p>	
Signature and Office of Person Taking Acknowledgment	

<u>INDIVIDUAL ACKNOWLEDGEMENT</u>	
STATE OF	}
	:ss.:
COUNTY OF	}
<p>On the _____ day of _____ in the year 20 __, before me personally appeared: _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at _____, Town of _____, County of _____, State of _____; and that he executed the foregoing instrument in his/her name and on his/her own behalf.</p>	
Notary Public	



RFP# C000540 IES System Integrator Master Service Agreement

Attachment 16: Technical Proposal Form

When completing the Technical Proposal Content, please do so in the order enumerated below. **DO NOT INCLUDE ANY PRICING INFORMATION.**

Bidder must provide information which meets the minimum qualifications, set forth in 1.3 of the RFP, and demonstrates that Bidder can successfully undertake and complete a project of the scale and scope set forth in this RFP.

PART 1: ORGANIZATIONAL OVERVIEW (EXECUTIVE SUMMARY)

The Bidder must possess the administrative and organizational capacity, experience and expertise to provide the required Project Services as set forth in the RFP and the administrative structure to oversee the billing, payment, and processing of invoices to ITS for work performed under the Contract. To demonstrate that it meets or exceeds these requirements, at this part of its Technical Proposal, the Bidder must submit an Executive Summary, not to exceed five (5) pages that includes:

- (1) The name and address of the Bidder's main and branch offices and the name of the senior officer who will be responsible for this account;
- (2) A statement indicating for which Lot(s) the Bidder meets or exceeds the associated minimum bidder qualifications and for which Lot(s) it is submitting a Proposal for the State's consideration.
- (3) A concise description of the Bidder's understanding of the requirements presented in the RFP, ITS' needs, approach, and how the Bidder can assist ITS in accomplishing its objectives. The description provided should demonstrate the Bidder's understanding of (1) the scope of work included in the RFP, and (2) the effort, skills and processes necessary to successfully complete the software development services detailed in this RFP while adhering to the software development lifecycle (SDLC) prescribed by the State using State-defined tools, methodologies, and technologies and operating on a State-owned and operated platform.

Unisys Response:

Unisys meets or exceeds the minimum bidder qualifications for Lot 1 – Eligibility, Enrollment, and Case Management, Lot 2 – Reports and Analytics, and Lot 3 – Financial Management and Provider (Vendor) Management. We are submitting this proposal for these three lots.

The Unisys senior officer responsible for this account is Ron Sautter, Client Executive, email ron.sautter@unisys.com, office (518) 452-6287, and mobile (518) 221-7569. The Unisys Engagement Executive assigned to this contract is Kalyan Raman, Senior Manager, email kalyan.raman@unisys.com, office (808) 587-3733 and mobile (909) 573-4505. Our corporate headquarters and NYS branch office locations are:

Corporate Headquarters	New York State Branch Offices	
Unisys Corporation	Unisys Corporation	Unisys Corporation
801 Lakeview Drive, Suite 100	10-B Madison Ave. Ext.	55 Broad St, 7th Floor
Blue Bell, PA 19422	Albany, NY 12203	New York, NY 10004

NYS has a well-established social services ecosystem and each NYS agencies; your programs, providers, and 58 Social Service Districts (SSDs) have unique requirements and challenges that must be addressed to realize the mission of your Integrated Eligibility System (IES) Program. NYS is not like other states. It has unique legislation, processes, technology, data, provider regulations, reporting, tax code, demographics, and an economy that determine or affect how NYS provides services to your citizens.

NYS chose an incremental, modular, phased approach for the design, development, and implementation of the IES solution using a combination of NYS resources (inclusive of contractor staff augmentation resources) and multiple system integrators (SIs) to be procured using a two-tiered process from the Master Services Agreement (MSA) resulting from this RFP. In states like New York, the safest way to achieve the IES's mission, vision, and business objectives in a low-risk, cost-effective way is to use a modular



RFP# C000540 IES System Integrator Master Service Agreement

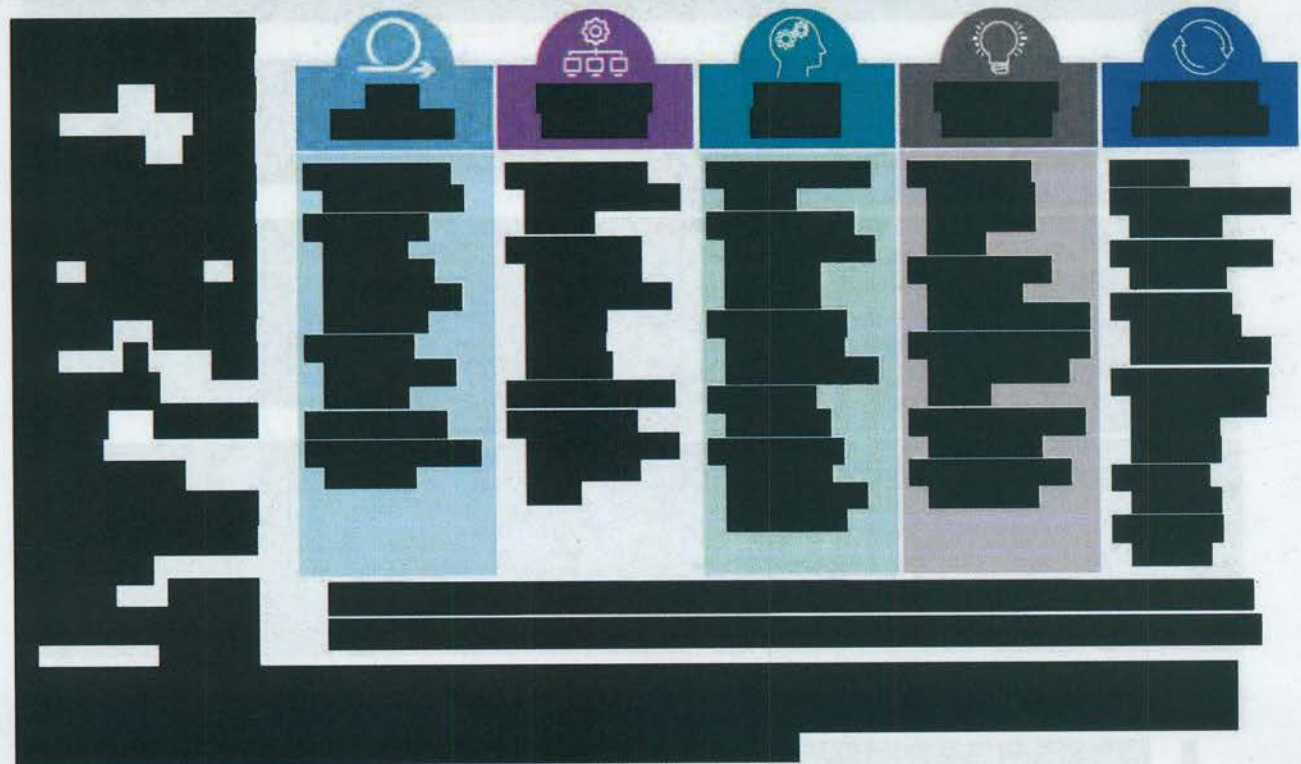
incremental phased approach. On August 16, 2016, the Director of the Centers for Medicare and Medicaid Services sent a letter to State Medicaid Directors issuing clear guidance stating its preference for states to use the modular approach.

Our delivery teams are very experienced with this approach working specifically with IES program stakeholder agencies (OTDA and DOH) as described in our bidder experience section. Leveraging our large-scale SI experience, inclusive of recent NYS engagements, we clearly understand the critical need to work with ITS, NYS agencies and, as necessary, other contractors on any Tier II Assignment.

[REDACTED]

[REDACTED]

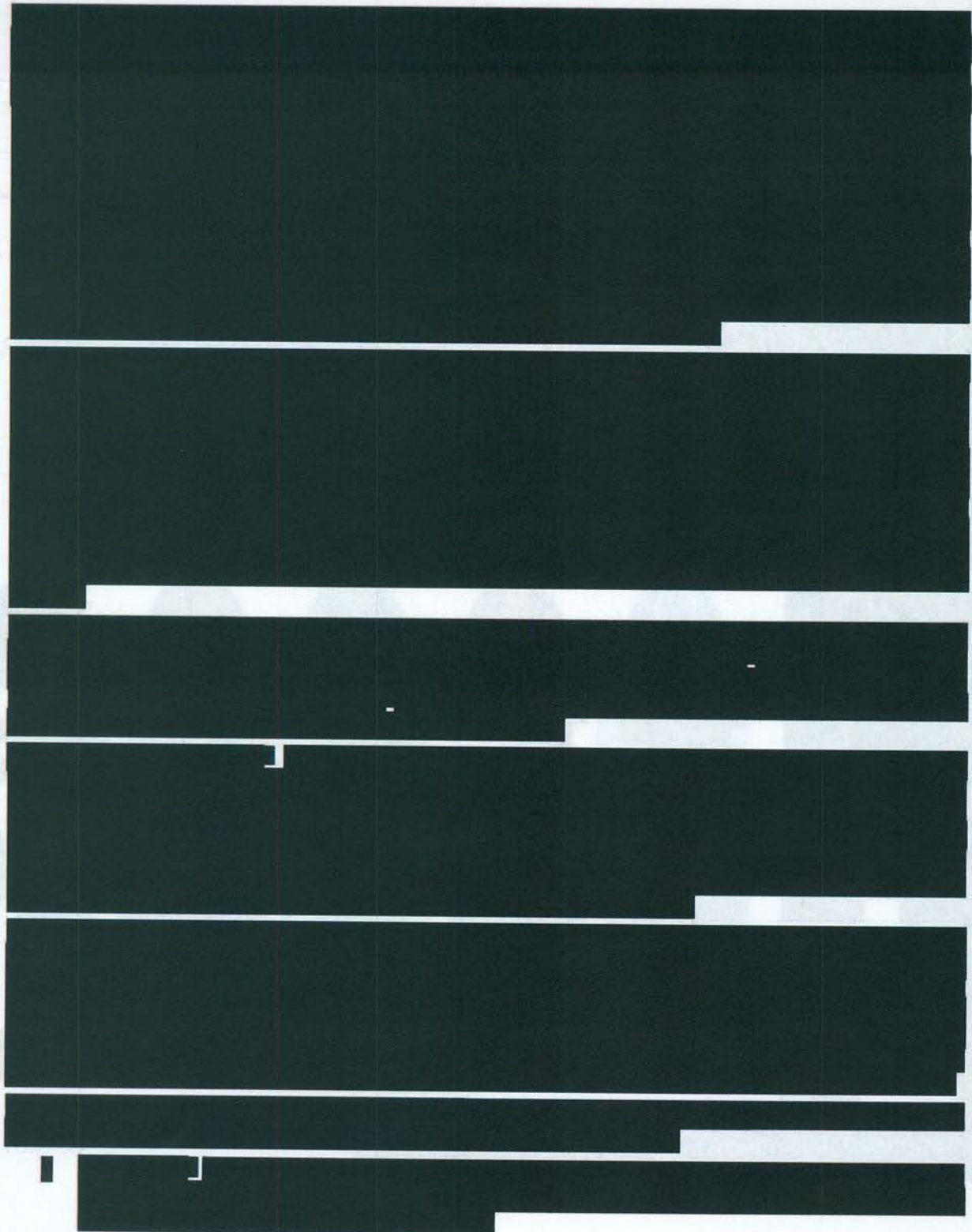
[REDACTED]





Office of Information Technology Services

RFP# C000540 IES System Integrator Master Service Agreement





RFP# C000540 IES System Integrator Master Service Agreement

[Redacted content]

(4) A succinct statement outlining corporate/business history including a general mission statement, the overall number of employees per position, and other general information about the Bidder.

Unisys Response:

Unisys is a multibillion-dollar global information technology company with a mission to build high-performance, security-centric solutions for the most digitally demanding businesses and governments on Earth. Our offerings include security software and services; digital transformation and workplace services; industry applications and services; and innovative software operating environments for high-intensity enterprise computing. Our vision—*Enhancing people's lives through secure, reliable advanced technology*—identifies the ultimate opportunity we are pursuing. Our vision and mission serve as strategic and organizational cornerstones for Unisys. The Unisys vision is supported by software and domain expertise across our key industry products, offerings, and services that includes our underlying secure foundation built into everything we do.

We market and deliver industry-specific solutions, horizontal services and technology products (software and hardware) worldwide to our primary target markets: government (comprising the U.S. federal government and other public sector organizations), commercial (focusing on travel and transportation and life sciences and healthcare) and financial services (including commercial and retail banking). Unisys has 21,456 associates—the vast majority (~82%, or 17,500) is in roles providing services and support for our clients. Our management, marketing, and sales organizations consist of just over 2,000 associates; our internal Operations, HR, and Finance organizations are supported by just under 2,000 associates. Specifically for support of NYS initiatives, spanning at least the past 50 years, we have a team of associates



RFP# C000540 IES System Integrator Master Service Agreement

dedicated to NYS and working onsite at NYS facilities and from our secure local field office within 15 miles of 40 North Pearl Street, Albany, NY.

As an industry leader in the global public sector market, Unisys understands the constant struggle to provide services to citizens in a highly responsive, cost-effective way. Our go-to-market Public Sector solutions focus on three areas:

[REDACTED]

- (5) A description of the activities the Bidder is proposing to undertake to begin providing services to ITS if selected in response to a Tier II Assignment.

Unisys Response:

Once ITS finalizes the Tier I contractor awards, it would be most helpful for the vendors' early preparation to Tier II Assignments (therefore in the best interest of NYS) for ITS to provide your prescribed SDLC and NYS-defined tools, methodologies, and technologies as soon as they are available. The activities Unisys undertakes to begin providing services for a Tier II Assignment are:

[REDACTED]



RFP# C000540 IES System Integrator Master Service Agreement

(6) A statement specifying its agreement to and, as applicable, explain how it will:

- a. Maintain an adequate organizational structure and resources sufficient to discharge its contractual responsibilities including monitoring Contract activities, deliverables, invoicing, billing, and personnel issues.
- b. Provide for normal day-to-day communications and maintain a Contractor Sole Point of Contact (Engagement Executive) for proper communication and performance of all contractual responsibilities.
- c. Substitute any employee whose continued presence would be detrimental to the success of the State's efforts with an employee of equal or better qualifications.
- d. Cooperate fully with the State's staff, advisors, and any other contractors and/or subcontractors who may be engaged by the State relative to the Project Services.

Unisys Response:

Unisys agrees to maintain an adequate organizational structure and resources to meet or exceed the MSA's requirements. We are entering our 147th consecutive year in business; as a multibillion-dollar corporation, we comply with over 240 government contracts that we responsibly deliver today.

Unisys assigned Kalyan Raman as the Engagement Executive who serves as the sole point of contact (Engagement Executive) for proper communication and performance of all contractual responsibilities. Mr. Raman has 25 years of IT design, development, and management experience with public sector organizations. He is a highly experienced career technology professional with extensive, successful management experience that includes 15 years of Health and Human Services IES projects. Complementing Mr. Raman is our Albany-based Client Executive, Ron Sautter and Business Development Manager, Kevin Frank. Both executives have over 25 years of experience working with NYS agencies on critical initiatives and confirming our contractual obligations are met. Rounding out our organization for the MSA are members of our aPMO for the contract.

Unisys agrees to substitute any employee who affects the project's success by replacing that employee with a resource having equal or better skills. Continuity of service delivery is a cornerstone of our delivery approach. As already described in the functions of our aPMO,

Unisys agrees to cooperate fully with NYS staff, advisors, and other contractors and subcontractors that NYS may engage. Working with NYS agencies in the delivery of projects over the past couple of decades, this requirement is the norm—Unisys has always engaged professionally and cooperatively with all project participants: NYS, non-NYS, contractors, and subcontractors. We work with NYS stakeholders to adopt and follow effective policies, processes, standards, and governance applicable to all NYS designated participants.



RFP# C000540 IES System Integrator Master Service Agreement

PART 2: MINIMUM BIDDER QUALIFICATIONS

Please complete Table 1 - Project Engagement, on the following page, for each project engagement the Bidder is using to demonstrate that it meets or exceeds the Minimum Bidder Qualifications. Failure to meet the Minimum Bidder Qualifications set forth below will result in the Proposal being deemed non-responsive and eliminated from further consideration. The Minimum Bidder Qualifications section will be scored on a Pass/Fail basis.

For each Lot the Bidder is bidding on, Bidder must complete the table provided under that section. Depending on the Lot or Lots for which they are submitting Proposals, Bidders must meet the Lot-specific Minimum Bidder Qualifications to be deemed qualified to respond to that/those particular Lot/Lots. Failure to meet a given Lot's Minimum Bidder Qualifications will disqualify and eliminate the Bidder from further consideration for that Lot's services. The Lot-specific Minimum Bidder Qualifications section will be scored on a Pass/Fail basis.

Bidders should list as many projects as needed to meet the Minimum Bidder Qualifications. Additional projects in excess of the Minimum Bidder Qualifications should not be listed in this section but can be discussed in Part 5 of Attachment 16, "Bidder Experience."



RFP# C000540 IES System Integrator Master Service Agreement

Table 1 Project Engagement

Minimum Bidder Qualifications

Qualification 1: The Bidder, at time of bid submission and throughout the term of the Contract, must be authorized to conduct business in New York State, or has filed an application for authority to do business in New York State with the New York State Secretary of State at the time of bid submission. Such application must be approved prior to Contract Award.

The Bidder certifies that it is authorized to conduct business in the State of New York. (If the answer is "Yes," skip the next two items regarding this Qualification 1.)

☒ Yes ☐ No

If the Bidder is not currently authorized to conduct business in the State of New York, has the Bidder filed an application for authority to do business in New York State with the New York State Secretary of State prior to the date of its bid submission?

☐ Yes ☐ No

If the answer to the above question is "Yes," please provide the date the Bidder filed its application for authority to do business in New York State with the New York State Secretary of State.

N/A

Qualification 2: The Bidder must represent and warrant that it possesses at least three (3) years of experience as the prime contractor on a project(s) subject to and under the following conditions:

- the project(s) included multiple prime contractors working simultaneously on software development in a shared system environment;
- the Bidder was responsible for providing software development services, which includes/included design, development, and implementation, inclusive of testing and defect resolution for the project(s); and
- in providing such software development services, the Bidder was required to adhere to the software development lifecycle (SDLC) as prescribed by the client using client-defined tools, methodologies, and technologies and operating on a client-owned and operated platform.



RFP# C000540 IES System Integrator Master Service Agreement

The Bidder represents and warrants that it possesses at least three (3) years of experience as the prime contractor on a project(s) subject to and under the following conditions:

- the project(s) included multiple prime contractors working simultaneously on software development in a shared system environment;
- the Bidder was responsible for providing software development services, which include/included design, development, and implementation, inclusive of testing and defect resolution, for the project(s); and
- in providing such software development services, the Bidder was required to adhere to the software development lifecycle (SDLC) as prescribed by the client using client-defined tools, methodologies, and technologies and operating on a client-owned and operated platform.

☒ Yes ☐ No

Project Engagement # and Name:

Client Name(s):

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

Client Contact Name and Title:

Phone Number:

Email:

Alternate Client Contact Name and Title:

Phone Number:

Email:



RFP# C000540 IES System Integrator Master Service Agreement

Table 1 Project Engagement

Minimum Bidder Qualifications

Qualification 1: The Bidder, at time of bid submission and throughout the term of the Contract, must be authorized to conduct business in New York State, or has filed an application for authority to do business in New York State with the New York State Secretary of State at the time of bid submission. Such application must be approved prior to Contract Award.

The Bidder certifies that it is authorized to conduct business in the State of New York. (If the answer is "Yes," skip the next two items regarding this Qualification 1.)

☒ Yes ☐ No

If the Bidder is not currently authorized to conduct business in the State of New York, has the Bidder filed an application for authority to do business in New York State with the New York State Secretary of State prior to the date of its bid submission?

☐ Yes ☐ No

If the answer to the above question is "Yes," please provide the date the Bidder filed its application for authority to do business in New York State with the New York State Secretary of State.

N/A

Qualification 2: The Bidder must represent and warrant that it possesses at least three (3) years of experience as the prime contractor on a project(s) subject to and under the following conditions:

- the project(s) included multiple prime contractors working simultaneously on software development in a shared system environment;
- the Bidder was responsible for providing software development services, which includes/included design, development, and implementation, inclusive of testing and defect resolution for the project(s); and
- in providing such software development services, the Bidder was required to adhere to the software development lifecycle (SDLC) as prescribed by the client using client-defined tools, methodologies, and technologies and operating on a client-owned and operated platform.



Office of Information Technology Services

RFP# C000540 IES System Integrator Master Service Agreement

<p>The Bidder represents and warrants that it possesses at least three (3) years of experience as the prime contractor on a project(s) subject to and under the following conditions:</p> <ul style="list-style-type: none">the project(s) included multiple prime contractors working simultaneously on software development in a shared system environment;the Bidder was responsible for providing software development services, which include/included design, development, and implementation, inclusive of testing and defect resolution, for the project(s); andin providing such software development services, the Bidder was required to adhere to the software development lifecycle (SDLC) as prescribed by the client using client-defined tools, methodologies, and technologies and operating on a client-owned and operated platform.	<input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No
Project Engagement # and Name:	[REDACTED]
Client Name(s):	[REDACTED]
Dates (month/year) of Experience (including date the engagement started and ended or is scheduled to end):	[REDACTED]
Client Contact Name and Title:	[REDACTED]
Phone Number:	[REDACTED]
Email:	[REDACTED]
Alternate Client Contact Name and Title:	[REDACTED]
Phone Number:	[REDACTED]
Email:	[REDACTED]



RFP# C000540 IES System Integrator Master Service Agreement

Table 1 Project Engagement

Minimum Bidder Qualifications

Qualification 1: The Bidder, at time of bid submission and throughout the term of the Contract, must be authorized to conduct business in New York State, or has filed an application for authority to do business in New York State with the New York State Secretary of State at the time of bid submission. Such application must be approved prior to Contract Award.

The Bidder certifies that it is authorized to conduct business in the State of New York. (If the answer is "Yes," skip the next two items regarding this Qualification 1.)

☒ Yes ☐ No

If the Bidder is not currently authorized to conduct business in the State of New York, has the Bidder filed an application for authority to do business in New York State with the New York State Secretary of State prior to the date of its bid submission?

☐ Yes ☐ No

If the answer to the above question is "Yes," please provide the date the Bidder filed its application for authority to do business in New York State with the New York State Secretary of State.

N/A

Qualification 2: The Bidder must represent and warrant that it possesses at least three (3) years of experience as the prime contractor on a project(s) subject to and under the following conditions:

- the project(s) included multiple prime contractors working simultaneously on software development in a shared system environment;
- the Bidder was responsible for providing software development services, which includes/included design, development, and implementation, inclusive of testing and defect resolution for the project(s); and
- in providing such software development services, the Bidder was required to adhere to the software development lifecycle (SDLC) as prescribed by the client using client-defined tools, methodologies, and technologies and operating on a client-owned and operated platform.



Office of Information Technology Services

RFP# C000540 IES System Integrator Master Service Agreement

<p>The Bidder represents and warrants that it possesses at least three (3) years of experience as the prime contractor on a project(s) subject to and under the following conditions:</p> <ul style="list-style-type: none">the project(s) included multiple prime contractors working simultaneously on software development in a shared system environment;the Bidder was responsible for providing software development services, which include/included design, development, and implementation, inclusive of testing and defect resolution, for the project(s); andin providing such software development services, the Bidder was required to adhere to the software development lifecycle (SDLC) as prescribed by the client using client-defined tools, methodologies, and technologies and operating on a client-owned and operated platform.	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
Project Engagement # and Name:	[REDACTED]
Client Name(s):	[REDACTED]
Dates (month/year) of Experience (including date the engagement started and ended or is scheduled to end):	[REDACTED]
Client Contact Name and Title:	[REDACTED]
Phone Number:	[REDACTED]
Email:	[REDACTED]
Alternate Client Contact Name and Title:	[REDACTED]
Phone Number:	[REDACTED]
Email:	[REDACTED]



RFP# C000540 IES System Integrator Master Service Agreement

LOT-SPECIFIC MINIMUM BIDDER QUALIFICATIONS

Table 2 Lot #1 - Eligibility, Enrollment, and/or Case Management Project Engagement

Minimum Bidder Qualifications

Lot 1 Qualification: The Bidder must represent and warrant that it possesses at least three (3) years of experience as the prime contractor on an eligibility, enrollment, and/or case management IT project(s) under which the Bidder was responsible for providing software development services, which includes/included design, development, and implementation, inclusive of testing and defect resolution, for the project and the software solution developed was used by and met both common and differing needs of multiple business units (e.g., finance department, agency policy office) or program areas (e.g., SNAP, HEAP).

*The Bidder may add more engagements as necessary to show experience. However, the Bidder should only provide engagements needed to meet the minimum.

The Bidder represents and warrants that it possesses at least three (3) years of experience as the prime contractor on an eligibility, enrollment, and/or case management IT project(s) under which the Bidder was responsible for providing software development services, which includes/included design, development, and implementation, inclusive of testing and defect resolution, for the project and the software solution developed was used by and met both common and differing needs of multiple business units (e.g., finance department, agency policy office) or program areas (e.g., SNAP, HEAP).

☒ Yes ☐ No

Project Engagement # and Name:

Client Name(s):

Client Contact Name and Title:

Phone Number:

Email:

Alternate Client Contact Name and Title:

Phone Number:

Email:

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



RFP# C000540 IES System Integrator Master Service Agreement

Table 3 Lot #2 - Reports and Analytics Project Engagement

Minimum Bidder Qualifications

Lot 2 Qualification: The Bidder must represent and warrant that it possesses at least three (3) years of experience as the prime contractor on a reports and analytics IT project(s) under which the Bidder was responsible for providing software development services, which includes/included design, development, and implementation, inclusive of testing and defect resolution, for the project.

*The Bidder may add more engagements as necessary to show experience. However, the Bidder should only provide engagements needed to meet the minimum.

The Bidder represents and warrants that it possesses at least three (3) years of experience as the prime contractor on a reports and analytics IT project(s) under which the Bidder was responsible for providing software development services, which includes/included design, development, and implementation, inclusive of testing and defect resolution, for the project.

☒ Yes ☐ No

Project Engagement # and Name:

Client Name(s):

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

Client Contact Name and Title:

Phone Number:

Email:

Alternate Client Contact Name and Title:

Phone Number:

Email:



RFP# C000540 IES System Integrator Master Service Agreement

Table 4 Lot #3 - Financial Management and Provider Management Project Engagement

Minimum Bidder Qualifications

Lot 3 Qualification: The Bidder must represent and warrant that it possesses at least three (3) years of experience as the prime contractor on a financial management IT project(s) under which the Bidder was responsible for providing software development services, which includes/included design, development, and implementation, inclusive of testing and defect resolution, for the project.

*The Bidder may add more engagements as necessary to show experience. However, the Bidder should only provide engagements needed to meet the minimum.

The Bidder represents and warrants that it possesses at least three (3) years of experience as the prime contractor on a financial management IT project(s) under which the Bidder was responsible for providing software development services, which includes/included design, development, and implementation, inclusive of testing and defect resolution, for the project.

☒ Yes ☐ No

Project Engagement # and Name:

Client Name(s):

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

Client Contact Name and Title:

Phone #:

Email:

Alternate Client Contact Name and Title:

Phone #:

Email:



RFP# C000540 IES System Integrator Master Service Agreement

PART 3: PROJECT OVERVIEW

In this section of the Technical Proposal, Part 3 – Project Overview, Bidders should demonstrate their competence and capacity to provide systems integration services, inclusive of design, development, and implementation, testing and defect resolution, knowledge transfer and cross-training of State technical staff, and tier 2-4 help desk support for all Lots bid. The Project Overview should include a narrative describing the project approach and provide information regarding how the Bidder will fulfill the services set forth in Section 2.1 of the RFP.

Specifically, the Bidder should outline the factors that it believes are critical to the success of system integration projects. Responses should indicate how the Bidder will be able to have their work product (deliverables) and tasks incorporated into the State's overall deliverables and SDLC. The Bidder should describe its experience in successfully addressing the following critical factors in other similar engagements, highlighting unique experiences, skills, or abilities the Bidder would bring to the engagement that differentiate it from other Bidders and that would maximize the likelihood of a successful outcome for Assignments. At a minimum, the Bidder must address the following:

1. Bidder's ability to have their workplan and product for any award incorporated into the State's master plan;
2. Bidder's approach to adhering to a software development lifecycle (SDLC) as prescribed by the State using State-defined tools, methodologies, and technologies and operating on a State-owned and operated platform;
3. Bidder's ability to work in a multi-vendor environment with the State and with other vendors performing IES-related work on various modules awarded through the RFP, other solicitation instruments, or separate project teams being managed by State resources;
4. Bidder's ability to manage and mitigate Bidder, or client, identified risk(s); and
5. Bidder's approach to scope, schedule, cost, and quality management, including ability to maintain strict adherence to budget.

The Project Overview will be scored based on how the Bidder addresses both its approach to the project and the critical factors listed above. This part of the Bidder's Technical Proposal must not exceed twenty (20) pages.



RFP# C000540 IES System Integrator Master Service Agreement

Project Overview: Common to all Lots

Unisys Alignment with NYS for Lots 1, 2, and 3

Unisys can deliver the services required by NYS as part of Lot 1, 2, and 3 specifications.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

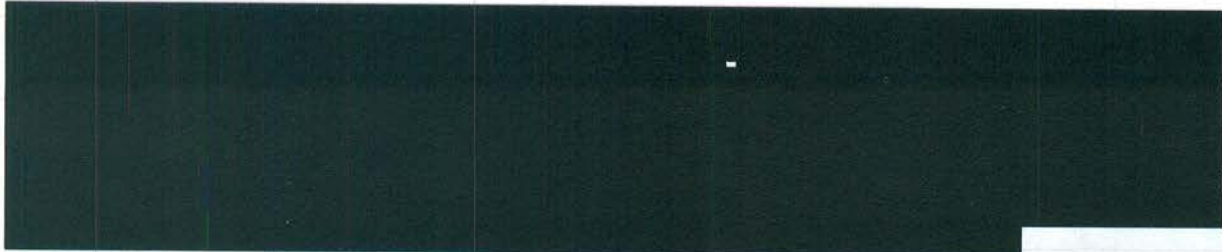
[REDACTED]

[REDACTED]

[REDACTED]



RFP# C000540 IES System Integrator Master Service Agreement



In conclusion, Unisys is well qualified to undertake services as part of Lots 1, 2 and 3 execute them according to NYS expectations, and leverage our delivery excellence to foster successful outcomes on the Tier II assignments that are awarded to us.

Critical Success Factors

System integration projects form the backbone of the organization's performance and measurement frameworks. Every system integration project is critical, but projects that provide services to citizens and measure health and performance of NYS rise to a higher level of criticality. Unisys recognizes the critical factors NYS requires from the vendors and displays its approach to address them in the following table:

Bidder's ability to have their workplan and product for any award incorporated	
Adhering to a software development lifecycle (SDLC) as prescribed by the State using State-defined tools, methodologies, and technologies and operating on a State-owned and operated platform	
Ability to work in a multi-vendor environment	