NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

FOR-PROFIT BUSINESS ENTITY

V. INTEGRITY – CONTRACT AWARD *Within the past five (5) years, has the reporting entity:*	
5.0 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?	☐ Yes XNo
5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	☐ Yes XNo
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?	☐ Yes XNo
For each "Yes," explain:	

VI. CERTIFICATIONS/LICENSES *Within the past five (5) years, has the reporting entity:*	
6.0 Had a revocation, suspension or disbarment of any business or professional permit and/or license?	☐ Yes XNo
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	☐ Yes XNo
For each "Yes," explain:	

VII. LEGAL PROCEEDINGS *Within the past five (5) years, has the reporting entity:*	
7.0 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	☐ Yes XNo
7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	☐ Yes XNo
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	☐ Yes XNo
7.3 Had a government entity find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	☐ Yes XNo
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any government entity involving a violation of federal, state or local environmental laws?	☐ Yes XNo
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by government entities which in the aggregate total $25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	☐ Yes XNo
For each "Yes," explain:	

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

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IX. ASSOCIATED ENTITIES

This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.

(See definition of "associated entity" for additional information to complete this section.)

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

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X. FREEDOM OF INFORMATION LAW (FOIL)	
10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	☐ Yes **XNo**
If "Yes," indicate the question number(s) and explain the basis for the claim.	

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE		
Name Girmen Askandar	Telephone (718) 966-5205 ext.	Fax (917) 829-6209
Title Owner	Email grashad@axapro.com	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

Certification

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

The undersigned certifies that he/she:

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

Signature of Owner/Official	
Printed Name of Signatory	Girmen Askandar
Title	Owner
Name of Business	AXA Professionals, LLC
Address	723 Maguire Avenue
City, State, Zip	Staten Island, NY 10309

Sworn to before me this 26th day of January, 2016

Notary Public

PHYLLIS ELIZABETH PAGNOTTA
Notary Public - State of New York
NO. 01PA6331151
Qualified in Richmond County
My Commission Expires Oct 5, 2019

Attachment 04 (A04)
NYS Required Certification

RFP C000382
ATTACHMENT 4– NEW YORK STATE REQUIRED CERTIFICATIONS

Nondiscrimination 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 _____

Non-Collusive Bidding Certification Required By Section 139-D of the State Finance Law

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], AND [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:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this 1st day of February, 2016 as the act and deed of said corporation or partnership.

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

NAMES OF PARTNERS/PRINCIPALS	LEGAL RESIDENCE

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

NAME	LEGAL RESIDENCE
President: Antonio Moreira	**Southfield, MI**
Secretary: Sally Brandtneris	**Southfield, MI**
Treasurer: Cynthia DelPapa	**Southfield, MI**

(Continued)

IDENTIFYING DATA

Potential Contractor _____

Street Address _____

City, State and Zip Code _____

Telephone _____ Title: _____

Fax _____

If applicable, Responsible Corporate Officer

_____ _____
Name Title

_____ _____
Signature Date

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

_____
Legal name of person, firm or corporation

By _____ _____
Name Title

_____
Street Address

_____
City, State, Zip Code

Attachment 05 (A05)
Use of NYS Business in Contract Performance

RFP C000382
ATTACHMENT 5 - 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:

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).

Stefanini will utilize VITECH Solutions, HCS and AXA to provide services within the State of New York. Break Fix services and a portion of the Service Desk will be located and staffed within the State.

Attachment 06 (A06)
Contractor Certification to
Covered Agency, ST-220-CA

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

ST-220-CA

(12/11)

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

Contractor name STEFANINI, INC.				*For covered agency use only* *Contract number or description*
Contractor's principal place of business 27335 WEST ELEVEN MILE ROAD,	City SOUTHFIELD,	State MI	ZIP code 48066	
Contractor's mailing address *(if different than above)*				*Estimated contract value over the full term of contract (but not including renewals)* $
Contractor's federal employer identification number (EIN) [redacted]	Contractor's sales tax ID number (if different from contractor's EIN)			
Contractor's telephone number	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*

I, SALLY BRANDTNERIS *(name)*, hereby affirm, under penalty of perjury, that I am VP AND CFO *(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 _____ *(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 28th day of January, 20 16

Sally Brandtneris *(sign before a notary public)*

VP AND CFO *(title)*

Instructions

General information

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

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

When to complete this form

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

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

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF MICHIGAN }
: SS.: [redacted]
COUNTY OF OAKLAND }

On the 25 day of January in the year 2016, before me personally appeared SALLY BRANDTNERIS, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that She resides at 5403 WALDENHILL COURT,
Town of SUPERIOR TOWNSHIP,
County of WASHTENAW,
State of MICHIGAN; 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): She is the VICE PRESIDENT AND CFO of STEFANINI, INC., the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is 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.

Debra A. Cencer
Notary Public

DEBRA A CENCER
Notary Public - Michigan
Wayne County
My Commission Expires Jul 8, 2019
Acting in the County of Oakland

Registration No. _____

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.

Attachment 07 (A07)
Bidder Firm Information

Attachment 7

Bidder Firm Information Form

February 19, 2016

RFP C000382
ITS Service Desk Support and End User Break-Fix Support Services

Name of Company Bidding: Stefanini Inc.	Bidder Firm's Federal Tax Identification No.: [redacted]
Street 27335 W. 11 Mile Road	City Southfield
State Michigan Zip 48033 County Oakland	Country United States
Contact Name: Shu Dasgupta Title: Vice President, Business Development	
Phone: 1-804-344-0170 ext ( ) Fax : ( ) - ext ( )	Toll Free Phone: ( ) - ext ( ) Toll Free Fax : ( ) - ext ( )
E-mail Address: Shu.Dasgupta@stefanini.com	Company Web Site: www.stefanini.com
Bidder Firm's NYS Statewide Financial System Supplier Identification Number, if known: SFS/ Vendor ID: [redacted]	

Attachment 08 (A08)
Financial Proposal

ITS RFP # C000382
Attachment 8 - Financial Proposal
Instructions

Notes for all worksheets	When completing the spreadsheet, Proposers should follow these instructions: 1. The pricing provided within the Cost Proposal must include ANY AND ALL fees, charges or costs for the duration of the contract, including: • All direct and indirect costs, as well as all overhead, fees, and profit, including, but not limited to: - labor, parts, shipping, material, license and equipment costs - administrative, reporting or other requirements, transition costs, overhead costs, and profit - travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. - services not explicitly stated in these specifications, but necessarily attendant thereto as applicable to the associated item for which the rate/fee is being quoted. 2. All proposed pricing will be considered the maximum price for the entire duration of the resulting contract (firm offer). 3. All proposed prices shall be firm for 270 calendar days (from date of proposal submittal). 4. The accuracy of calculations and formulas used to generate each proposed cost is the responsibility of the Proposer. 5. All proposed costs shall include all proposed services required to meet the applicable RFP requirements 6. All terminology used in the cost proposal shall be consistent with and correspond to terminology used in the technical proposal. 7. Where necessary, individual worksheet instructions are provided at the bottom of each worksheet. NOTE: Total costs will be determined using the utilization estimates as outlined in Attachment 8. Actual utilization during the performance of the contract may vary.

Worksheet 1

Cost Proposal Summary

Proposer Name:

Total Costs over 5 Year Contract Term

Service Desk and Break-Fix End User Support Services Pricing	$ [redacted]
Optional Emergency Site Support - Hourly Pricing	$ [redacted]
Total Costs:	$ 66,874,852.36

Offeror's Authorized Representative:

SHUY DASGUPTA	VP, Bus. Dev
Print name	*Title*
	02/17/16
Signature	*Date*

Cost Summary Worksheet Instructions:

1. Enter full legal name of the Proposer
2. Print and sign/date to certify proposed costs - include original and copies in Part II Cost Proposal.

Stefanini Response to NYS February 19, 2016

Worksheet 2: Service Desk and Break-Fix End User Support Services

Description	Monthly $ Amount	Monthly $ Amount	Monthly $ Amount	Monthly $ Amount	Monthly $ Amount	# Active O365 End Users, for evaluation purposes only	Total 5 Year Base Term Cost
	Year 1	Year 2	Year 3	Year 4	Year 5		
Pricing per active O365 End Users (fixed monthly cost, adjusted semiannually in January and July)	[redacted]						$ 66,521,902.36

Worksheet 3

Emergency Support - Hourly Pricing Job Title	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3	Hourly Rate Year 4	Hourly Rate Year 5	Average Hourly 5 Year Base Term
Technician	[redacted]					
Number of Hours Assumed, for evaluation purposes only						
Total Cost for Optional Emergency Services						$ 352,950.00

This service may optionally be used in the event of an Emergency.

Attachment 09 (A09)
Stefanini EEO 100, Staffing Plan

EQUAL EMPLOYMENT OPPORTUNITY – STAFFING PLAN

EEO-100 (v.2015.12.09es)

(Instructions on Page 2)

Contractor's Name: Stefanini, Inc.

Telephone: 248-357-2866

Address: 27335 W. 11 Mile Road

Federal ID No.: [redacted]

SFS Vendor ID: [redacted]

City, State, ZIP: Southfield, MI 48033

Contract No(s):

Report includes -Please select one from the options below:

- [ ] Work force utilized on this contract
- [x] Contractor/Subcontractor's total work force

Reporting Entity - Please select one from the options below:

- [x] Contractor
- [ ] Subcontractor

Job Categories	Total Work Force	Race/Ethnicity - report employees in only one category													
		Hispanic or Latino		Not-Hispanic or Latino											
				Male						Female					
		Male	Female	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	Asian	American Indian or Alaska Native	Two or More Races
Executive/Senior Level Officials and Managers	[redacted]														
First/Mid-Level Officials and Managers	[redacted]														
Professionals	[redacted]														
Technicians	[redacted]														
Sales Workers	[redacted]														
Administrative Support Workers	[redacted]														
Craft Workers	[redacted]														
Operatives	[redacted]														
Laborers and Helpers	[redacted]														
Service Workers	[redacted]														
TOTAL	632	33	11	324	42	1	20	4	6	125	58	0	5	0	0

PREPARED BY (Signature): /s/ Mark Alaszewski

DATE: 1/14/2016

NAME AND TITLE OF PREPARER: Employee Relations Manager

(print or type)

TELEPHONE/EMAIL: 248-263-5643

EQUAL EMPLOYMENT OPPORTUNITY – STAFFING PLAN

INSTRUCTIONS

General Instructions: All Offeror and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

Instructions for Completing:

1. Enter the Solicitation or Contract number that this report applies to, along with the name, address, and federal ID number of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
3. Check off the appropriate box to indicate if the Contractor completing the report is the contractor or subcontractor.
4. Check off the box that corresponds to the reporting period for this report.
5. Enter the total work force by EEO job category.
6. Enter the name, title, phone number and/or email address for the person completing the form. Sign and date the form in designated areas.

RACE/ETHNIC IDENTIFICATION

For purposes of this form CIO/OFT will accept the definitions of race/ethnic designations used by the federal Equal Employment Opportunity Commission (EEOC), as those definitions are described below or amended hereafter. (Be advised these terms may be defined differently for other purposes under NYS statutory, regulatory, or case law). Race/ethnic designations as used by the EEOC do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. The race/ethnic categories for this survey are:

- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.

Attachment 09a (A09a)
VITECH EEO 100, Staffing Plan

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Attachment 09b (A09b)
HCS EEO 100, Staffing Plan

EQUAL EMPLOYMENT OPPORTUNITY – STAFFING PLAN

EEO-100 (v.2015.12.09es)

(Instructions on Page 2)

Contractor's Name: Human Capital Staffing, L.L.C.

Telephone: 248-593-1950

Address: 6001 N. Adams Rd., Suite 208

Federal ID No.: [redacted]

SFS Vendor ID: In process

City, State, ZIP: Bloomfield Hills, MI 48304

Contract No(s):

Report includes –Please select one from the options below:

- [ ] Work force utilized on this contract
- [X] Contractor/Subcontractor's total work force

Reporting Entity – Please select one from the options below:

- [ ] Contractor
- [X] Subcontractor

Job Categories	Total Work Force	Race/Ethnicity – report employees in only one category													
		Hispanic or Latino		Not-Hispanic or Latino											
				Male						Female					
		Male	Female	White	Black or African American	Native Hawaiian or Other Pacific	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African American	Native Hawaiian or Other Pacific	Asian	American Indian or Alaska Native	Two or More Races
Executive/Senior Level Officials and Managers	[redacted]														
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															

EQUAL EMPLOYMENT OPPORTUNITY – STAFFING PLAN

EEO-100 (v.2015.12.09es)

Service Workers															
TOTAL	193	2	2	75	29	1	0	0	4	47	31	1	0	0	1

PREPARED BY (*Signature*): Dawn Carion

DATE: 01/10/16 through 01/16/16

NAME AND TITLE OF PREPARER: Vice President

(print or type)

TELEPHONE/EMAIL: 248-593-1950 x3001 dcarion@hcsteam.com

INSTRUCTIONS

General Instructions: All Offeror and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

Instructions for Completing:

1. Enter the Solicitation or Contract number that this report applies to, along with the name, address, and federal ID number of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
3. Check off the appropriate box to indicate if the Contractor completing the report is the contractor or subcontractor.
4. Check off the box that corresponds to the reporting period for this report.
5. Enter the total work force by EEO job category.
6. Enter the name, title, phone number and/or email address for the person completing the form. Sign and date the form in designated areas.

RACE/ETHNIC IDENTIFICATION

For purposes of this form CIO/OFT will accept the definitions of race/ethnic designations used by the federal Equal Employment Opportunity Commission (EEOC), as those definitions are described below or amended hereafter. (Be advised these terms may be defined differently for other purposes under NYS statutory, regulatory, or case law). Race/ethnic designations as used by the EEOC do not denote scientific definitions of anthropological origins. For the

purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. The race/ethnic categories for this survey are:

- **Hispanic or Latino** – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
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- **Black or African American (Not Hispanic or Latino)** – A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** – A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native (Not Hispanic or Latino)** – A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** – All persons who identify with more than one of the above five races.

Attachment 09c (A09c)
AXA EEO 100, Staffing Plan

EQUAL EMPLOYMENT OPPORTUNITY – STAFFING PLAN

EEO-100 (v.2015.12.09es)

(Instructions on Page 2)

Contractor's Name: Girmen Askandar

Telephone: (718) 966-5205

Address: 723 Maguire Avenue

Federal ID No.: [redacted]

SFS Vendor ID:

City, State, ZIP: Staten Island, NY 10309

Contract No(s):

Report includes -Please select one from the options below:

- [ ] Work force utilized on this contract
- [x] Contractor/Subcontractor's total work force

Reporting Entity - Please select one from the options below:

- [ ] Contractor
- [x] Subcontractor

Job Categories	Total Work Force	Race/Ethnicity - report employees in only one category													
		Hispanic or Latino		Not-Hispanic or Latino											
				Male						Female					
		Male	Female	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	Asian	American Indian or Alaska Native	Two or More Races
Executive/Senior Level Officials and Managers	[redacted]														
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															

EQUAL EMPLOYMENT OPPORTUNITY – STAFFING PLAN

Laborers and Helpers	[redacted]														
Service Workers															
TOTAL															

PREPARED BY (*Signature*): _____ DATE: January 25, 2016

NAME AND TITLE OF PREPARER: Girmen Askandar (*print or type*) TELEPHONE/EMAIL: (718) 966-5205/grashad@axapro.com

INSTRUCTIONS

General Instructions: All Offeror and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

Instructions for Completing:

1. Enter the Solicitation or Contract number that this report applies to, along with the name, address, and federal ID number of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
3. Check off the appropriate box to indicate if the Contractor completing the report is the contractor or subcontractor.
4. Check off the box that corresponds to the reporting period for this report.
5. Enter the total work force by EEO job category.
6. Enter the name, title, phone number and/or email address for the person completing the form. Sign and date the form in designated areas.

RACE/ETHNIC IDENTIFICATION

For purposes of this form CIO/OFT will accept the definitions of race/ethnic designations used by the federal Equal Employment Opportunity Commission (EEOC), as those definitions are described below or amended hereafter. (Be advised these terms may be defined differently for other purposes under NYS statutory, regulatory, or case law). Race/ethnic designations as used by the EEOC do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. The race/ethnic categories for this survey are:

- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

- **Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.

Attachment 10 (A10)
MWBE 100, Utilization Plan

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: Stefanini Inc.

Telephone: 804-344-0170

Address: 27335 West 11 Mile Road

Federal ID No: [redacted]

SFS Vendor ID: [redacted]

City, State, Zip: Southfiield, MI 48033

Solicitation No: C000382

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
Name:	Human Capital Staffing	☐ MBE	☒ DIRECT (Spending directly fulfilling contract obligations) Description: HSC will provide resources to staff our engagement with ITS	
Address:	6001 North Adams Road	☐ WBE	☐ INDIRECT (Spending in support of company operations.)	$ 1,900,000
City, State, Zip:	Bloomfield Hills, MI 48304	☒ DUAL	Description: ☐ Copy of written agreement attached (Required for teaming	
Telephone:	248-593-1950			
Fed. ID. No:	[redacted] SFS Vendor ID: In process			
Name:		☐ MBE	☐ DIRECT (Spending directly fulfilling contract obligations) Description:	
Address:		☐ WBE	☐ INDIRECT (Spending in support of company operations.)	$
City, State, Zip:		☐ DUAL	Description: ☐ Copy of written agreement attached (Required for teaming	
Telephone:				
Fed. ID. No:	SFS Vendor ID:			

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

Signature: [signature] Date: 2-18-16

Print Name: JEFF RUFFINI Telephone No:

M/WBE UTILIZATION PLAN

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.

Title: VP SERVICE DELIVERY

Email: JEFF.RUFFINI@STEFANO

M/WBE UTILIZATION PLAN

FOR AUTHORIZED USE ONLY

Utilization Plan Approved: ☐ Y ☐ N Date: _____

Notice of Deficiency Issued: ☐ Y ☐ N Date: _____

Notice of Acceptance Issued: ☐ Y ☐ N Date: _____

Reviewed By: _____ Date: _____

Comment(s):

NEW YORK STATE INSURANCE FUND

Disability Benefits
15 Computer Drive West, Albany, NY 12205
(866) 697-4332

Policy Number	Document Type	Document Number	Period Covered	Date
[redacted]	INFORMATION PAGE	D 3235743	10/21/2015 TO 10/21/2016	9/08/2015

ASSURED:

STEFANINI TECHTEAM INC
27335 W ELEVEN MILE RD
SOUTHFIELD MI 48034

REPRESENTATIVE: 17069

WILLIS OF MICHIGAN INC
32255 NORTHWESTERN HWY STE 201
FARMINGTON HILLS MI 48334

PERIOD OF COVERAGE BEGINS AND ENDS AT 12:01 A.M. EASTERN STANDARD TIME.

TYPE OF BUSINESS: CORPORATION

DISABILITY BENEFITS INFORMATION PAGE: RENEWAL

THIS POLICY IS WRITTEN TO BE EFFECTIVE 10/21/2015 AND WILL REMAIN IN FORCE UNTIL CANCELLED IN ACCORDANCE WITH THE PROVISIONS OF THE POLICY AS PER THE ENCLOSED INSURING AGREEMENTS.

THIS COVERAGE ENTITLES YOUR EMPLOYEES TO A CLAIM BENEFIT RATE EQUAL TO ONE HALF THE AVERAGE WEEKLY WAGE OF THE EMPLOYEE UP TO MAXIMUM CLAIM BENEFIT RATE OF $170.00 PER WEEK FOR 26 WEEKS IF REQUIRED.

THE RATES APPLICABLE TO EACH $100.00 OF THE EMPLOYER'S COVERED PAYROLLS, LIMITED TO $340.00 PER EMPLOYEE PER WEEK, ARE $0.14 FOR MALE EMPLOYEES AND $0.14 FOR FEMALE EMPLOYEES, SUCH RATES TO APPLY FROM 10/21/2015 TO 10/21/2016. IN ADDITION YOUR RATES MAY BE INCREASED BY A STATE INSURANCE FUND MODIFICATION BASED ON THE COST OF CLAIMS AND OTHER UNDERWRITING CONDITIONS.

EARNED PREMIUMS SHALL BE DETERMINED FOR THE PERIOD FROM 10/21/2015 TO 10/21/2016 AND ANNUALLY THEREAFTER IN ACCORDANCE WITH PAYROLL EXPENDITURES TO BE REPORTED BY THE POLICYHOLDER ON A FORM PRESCRIBED BY THE STATE FUND OR BY ACTUAL PREMIUM AUDIT.

THE MINIMUM PREMIUM SHALL BE $60.00 FOR EACH YEARLY PERIOD OR LESS.

ESTIMATED ANNUAL MALE WAGES	$180,330 @ $0.14 PER $100	$252.46
ESTIMATED ANNUAL FEMALE WAGES	$51,206 @ $0.14 PER $100	$71.69

1. STANDARD RATE PREMIUM		$324.15
2. STATE FUND MODIFICATION	0% OF ITEM 1	$0.00
3. TOTAL STATE FUND PREMIUM		$324.15

THIS POLICY PREMIUM WILL BE RECONCILED UPON RECEIPT OF COMPLETED PAYROLL REPORT(S) OR AUDIT FOR THE PERIOD INDICATED ABOVE. IF THE ANNUAL PAYROLL IS NOT REPORTED WITHIN 30 DAYS FROM THE AUDIT PERIOD, NYSIF WILL ADD A PREMIUM ADJUSTMENT TO THE AUDIT PERIOD UNTIL PAYROLL IS REPORTED.

IF YOU HAVE ANY QUESTIONS PLEASE CALL (866) 697-4332

PERSONAL PRIVACY PROTECTION LAW NOTIFICATION

INFORMATION YOU PROVIDE IS PROTECTED BY THE PERSONAL PRIVACY PROTECTION LAW

The authority to obtain the personal information requested herein is found in section 83 of the Workers' Compensation Law as supplemented by sections 450.1, 450.3 and 450.5 of Chapter VI of title 12(c) of the Official Compensation of Codes Rules and Regulations of the State of New York.

The principal purpose for which the information is sought is to assist The State Insurance Fund in processing your insurance policy coverage with The State Insurance Fund and its release is governed by the limitations of the Personal Privacy Protection Law.

The information will be maintained by the Director of Underwriting, The State Insurance Fund, 199 Church Street, New York, New York 10007, and telephone number (212) 312-7010.

PLEASE SEE REVERSE SIDE FOR THE NOTICE OF COMPLIANCE

A11_3

DB-522

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
ESTADO DE NUEVA YORK - LA JUNTA DE COMPENSACIÓN OBRERA

NOTICE OF COMPLIANCE
DISABILITY BENEFITS LAW
TO EMPLOYEES

1. If you are unable to work because of an illness or injury not work-related, you may be entitled to receive weekly benefits from your employer, or his or her insurance company, or from the Special Fund for Disability Benefits.
2. To claim benefits you must file a claim form, within 30 days from the first date of your disability, but in no event more than 26 weeks from such date.
3. Use one of the following claim forms:
   -If, when your disability begins, you are employed or are unemployed for four weeks or less, use claim form DB-450, which you may obtain from your employer, his or her insurance carrier, your health provider or any office of the Workers' Compensation Board, and send it to your employer or the insurance carrier named below.
   -If, when your disability begins, you have been unemployed more than four weeks, use claim form DB-300, which you may obtain from any Unemployment Insurance Office, your health provider, or any office of the Workers' Compensation Board. Send completed claim form to the Worker's Compensation Board, Disability Benefits Bureau, Albany, New York 12241.
   IMPORTANT: Before filing your claim, your health provider must complete the "Health Care Provider's Statement" on the claim form, showing your period of disability.
4. You are entitled to be treated by any physician, chiropractor, dentist, nurse-midwife, podiatrist or psychologist of your choice. However, unlike workers' compensation, your medical bills will not be paid unless your employer and/or union provides for the payment of such bills under a Disability Benefits Plan or Agreement.
5. If you are ill or injured during the time you are receiving Unemployment Insurance Benefits, file a claim for Disability Benefits as soon as you sustain the injury or illness, by following the instructions outlined above.
6. If you are out of work in excess of seven days, your employer is required to send you a Disability Benefits Statement of Rights (Form DB-271).
7. Other information about Disability Benefits may be obtained by writing or calling the nearest Worker's Compensation Board Office.

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 - 100 Broadway - Menands - (866) 750-5157
Binghamton, 13901 - State Office Bldg - 44 Hawley St. - (866) 802-3604
Brooklyn, 11201 - 111 Livingston St. - Brooklyn - (800) 877-1373
Buffalo, 14202 - Statler Towers - 107 Delaware Ave. - (866) 211-0645
Hauppauge, 11788 - 220 Rabro Drive - Suite 100 - (866) 681-5354
Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630
New York City, 10027 - 215 W. 125th St. - Manhattan - (800) 877-1373
Peekskill, 10566 - 41 North Division St. - (866) 746-0552
Queens, 11432 - 168-46 91st Ave. - Jamaica - (800) 877-1373
Rochester, 14614 - 130 Main Street West - (866) 211-0644
Syracuse, 13203 - 935 James St. - (866) 802-3730

AVISO DE CUMPLIMIENTO
LEY DE BENEFICIOS POR INCAPACIDAD
A LOS EMPLEADOS

1. Si usted no puede trabajar debido a enfermedad o lesión no relacionada con el trabajo, podría tener derecho a recibir beneficios semanales de su patrón o de la compañía de seguros de él/ella o del Fondo Especial para Beneficios por Incapacidad.
2. Par reclamar beneficios usted debe presentar una forma de reclamación, dentro de 30 días a partir de la primera fecha de su incapacidad, pero en ningun caso más de 26 semanas de dicha fecha
3. Use una de las siguientes formas de reclamación:
   -Si, cuando comience su incapacidad usted está empleado o ha estado desempleado por cuatro semanas o menos, use la forma de reclamación (Form DB-450), la cual puede obtener de su patron o de la compañía de seguros de él/ella, o de su proveedor de cuidados de salud, o bien de cualquier oficina de la Junta de Compensación Obrera, y envíela a su patron o a la compañía de seguros nombrada abajo.
   -Si, cuando comience su incapacidad, usted ha estado desempleado más de cuatro semanas, use la forma de reclamación (Form DB-300), la cual puede obtener en cualquier Oficina de Seguro de Desempleo, de su proveedor de salud, o bien de cualquier oficina de la Junta de Compensación Obrera. Envie la forma de reclamación, debidamente terminada, a Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241.
   IMPORTANTE: Antes de presentar usted su reclamación, es necesario que su proveedor de salud complete la declaracion del médico ("Health Care Provider's Statement") en la forma de reclamación, indicando el período de su incapacidad.
4. Usted tiene derecho a ser tratado por cualquier médico, quiropráctico, dentista, enfermera-partera, podiatra o psicólogo que usted elija. Pero, contrario a la compensación obrera, sus cuentas médicas no seran pagadas a menos que su patrón y/o Union proporcione pago de tales cuentas médicas bajo un Plan o Convenio de Beneficios por Incapacidad.
5. Si estuviera usted enfermo o lesionado durante el tiempo que esté recibiendo beneficios del Seguro de Desempleo, presente una reclamación para Beneficios por Incapacidad, siguiendo las instrucciones arriba descritas, tan pronto como sufra la lesión o la enfermedad.
6. Si usted está desempleado por más de siete días, su patrón está obligado mandarle a usted la Declaración de Derechos de Beneficios por Incapacidad (Form DB-271).
7. Otras informaciones relativas a Beneficios por Incapacidad pueden obtenerse escribiendo o llamando a la oficina más cercana de la Junta de Compensación

Robert E. Beloten
Chair (Presidente)

The undersigned employer is in compliance with the provisions of the Disability Benefits Law
(El patrón abajo firmante está en conformidad con las disposiciones de la Ley de Beneficios por Incapacidad).
Disability Benefits, when due, will be paid by (Los Beneficios por Incapacidad, cuando debidos, seran pagados por):

NEW YORK STATE INSURANCE FUND
Disability Benefits
15 Computer Drive West, Albany, NY 12205
(866) 697-4332

Effective: From 10/21/2015 To 10/21/2016
(En Vigor Desde) (Hasta)
Policy No. [redacted]
(Poliza No.)

The benefits provided are (Los beneficios provistos son)

X	Statutory (Estatutarios)		Under a Plan or Agreement (Bajo un Plan o Convenio)

Class(es) of employees covered (Clases(s) de empleados amparados)
Name of employer (Nombre del patrón)
BY: STEFANINI TECHTEAM INC

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION
LA JUNTA DE COMPENSACIÓN OBRERA EMPLEA Y SIRVE A PERSONAS INCAPACITADAS SIN DISTINCIÓN

Prescribed by Chair, Workers' Compensation Board State of New York

DB-120 (3-09)

THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.

NEW YORK STATE INSURANCE FUND

Disability Benefits
15 Computer Drive West, Albany, NY 12205
(866) 697-4332

Policy Number	Document Type	Document Number	Period Covered	Date
[redacted]	INFORMATION PAGE	D 3235743	10/21/2015 TO 10/21/2016	9/08/2015

ASSURED:

STEFANINI TECHTEAM INC
27335 W ELEVEN MILE RD
SOUTHFIELD MI 48034

REPRESENTATIVE: 17069

WILLIS OF MICHIGAN INC
32255 NORTHWESTERN HWY STE 201
FARMINGTON HILLS MI 48334

PERIOD OF COVERAGE BEGINS AND ENDS AT 12:01 A.M. EASTERN STANDARD TIME.

TYPE OF BUSINESS: CORPORATION

DISABILITY BENEFITS INFORMATION PAGE: RATE ENDORSEMENT

THE RATES APPLICABLE TO EACH $100 OF THE EMPLOYER'S COVERED PAYROLLS, LIMITED TO $340.00 PER EMPLOYEE PER WEEK, ARE $0.14 FOR MALE EMPLOYEES AND $0.14 FOR FEMALE EMPLOYEES, SUCH RATES TO APPLY FROM 10/21/2015 To 10/21/2016.

BENEFITS PAID TO CLAIMANTS ARE SUBJECT TO FEDERAL INCOME TAX AND FICA LAWS.

IN THE EVENT THAT THE BENEFITS ARE INCREASED BY LEGISLATIVE AMENDMENT THE MAXIMUM PAYROLL BASE PER WEEK WILL BE INCREASED TO TWO TIMES THE MAXIMUM BENEFITS.

ON PAGE 8 IS THE PREMIUM ADJUSTMENT PLAN ENDORSEMENT WITH PROVISIONS UNDER WHICH SOME POLICYHOLDERS MAY QUALIFY FOR A CREDIT ADJUSTMENT IF WARRANTED BY THEIR CLAIMS EXPERIENCE.

IF YOU HAVE ANY QUESTIONS PLEASE CALL (866) 697-4332

DISABILITY BENEFITS POLICY
THE STATE INSURANCE FUND

In consideration of the payment of the premium and in reliance upon the statements in the declarations and subject to the conditions and other terms of this policy, The State Insurance Fund agrees with the Policyholder and/or Employer named in the declaration to the following:

INSURING AGREEMENTS

(a) The State Insurance Fund agrees to pay the disability benefits which any eligible employee, because of employment within any class stated in the declarations while such class is covered under this policy, is entitled to receive under Section 204 of Article 9 of the New York State Workers' Compensation Law, hereinafter referred to as the Disability Benefits Law, and for which the Employer would be liable during the term of his coverage under this policy.

(b) The Policyholder agrees to act for and on behalf of any and all Employers of eligible employees in all matters pertaining to this policy, and every act done by, agreement made with, or notice (other than a notice of cancellation) given to the Policyholder shall be binding on all such Employers.

(c) All dates stated in the declarations, endorsements, notices of cancellation and notices of reinstatement, if any, shall apply as of 12:01 a.m. Eastern Standard Time of the date given.

CONDITIONS

1. **Premiums** The premium bases and rates at the inception of the policy shall be as stated in the declarations; however, the premium bases and rates are each subject to changes by The State Insurance Fund as of either each January 1 or as of the effective date of any amendment to the Disability Benefits Law which affects The State Insurance Fund's obligations under this policy, or as of both such dates.

2. **Records, Examination and Audit** The Policyholder and/or Employer shall furnish The State Insurance Fund with all information that it may reasonably require with regard to any matters pertaining to the insurance afforded by this policy. All documents, books and records which may have a bearing on the insurance or premiums under this policy shall be open for examination and audit by The State Insurance Fund at all reasonable times during the continuance of this policy and within three years after the final termination thereof.

3. **Claim Notices by Policyholder or Employer** Upon receipt by the Policyholder or Employer of notice of disability on which claim may be based, written notice shall be given by or on behalf of the Policyholder or the Employer to The State Insurance Fund as soon as practicable. The Policyholder or the Employer shall give immediate notice to The State Insurance Fund with full particulars of any claim made on account of disability. If any suit or other proceeding is instituted against the Employer, every summons, notice or other process shall be immediately forwarded to The State Insurance Fund. Nothing elsewhere contained in this policy shall relieve the Employer of his obligations to The State Insurance Fund with respect to notice herein imposed upon him.

4. **Provisions Required by Statute** As between the eligible employee and The State Insurance Fund, notice to or knowledge of the occurrence of any injury or sickness suffered by such employee on the part of the Employer of such employee shall be deemed notice or knowledge, as the case may be, on the part of The State Insurance Fund; jurisdiction of the Employer of such employee shall, for the purpose of the Disability Benefits Law, be jurisdiction of The State Insurance Fund and The State Insurance Fund shall in all things be bound by and subject to the orders, findings or decision rendered in connection with the payment of benefits under the provisions of said Law.
   The Chairperson of the Workers' Compensation Board of the State of New York shall have the right to enforce in the name of the people of the State of New York for the benefit of the eligible employee, either by filing a separate application or by making The State Insurance Fund a party to the original application, the liability of The State Insurance Fund in whole or in part for the payment of the benefits afforded hereunder, provided, however that payment in whole or in part of such benefits by either the Policyholder or the Employer of such employee or The State Insurance Fund shall to the extent thereof be a bar to the recovery against the other of the amount so paid.
   Bankruptcy or insolvency of the Policyholder or the Employer of the eligible employee shall not relieve The State Insurance Fund of any of its obligations under this policy.
   All of the provisions of the Disability Benefits Law shall be and remain a part of this policy as fully and completely as if written herein, so are as they apply to disability benefits provided by this policy. Notwithstanding any other provision of this policy, or endorsement made a part thereof, benefits payable under this policy or any such endorsement in accordance with the provision of benefits made under the Disability Benefits Law by the Employer of the eligible employee shall be payable at least to the extent and in the manner and subject to the conditions required by the terms of such provision of benefits, which provision is evidenced by this policy.

5. **Renewal and Cancellation**

(a) The insurance under this policy shall automatically renew and continue in full force and the Policyholder shall be liable for the premium for each succeeding period unless, in compliance with the provisions of Section 94 of the Workers' Compensation Law, the Policyholder with respect to the entire policy or unless either the Policyholder or an Employer named in the declarations on behalf of such Employer, shall give The State Insurance Fund written notice of their intention to withdraw not less than thirty days before the effective date of such cancellation.

(b) This policy may be cancelled by The State Insurance Fund as provided in Section 226, Subdivision 5 of the Workers' Compensation Law by furnishing written notice to the Policyholder and Employer at least ten days before cancellation is to take effect.

(c) If an Employer or Employers of eligible employees fail to pay his or their share of the premium for this policy to the Policyholder, then upon written request of the Policyholder that this policy be cancelled with respect to the employees of such Employer or Employers, The State Insurance Fund shall cancel the insurance afforded under this policy to said Employer or Employers and this policy shall remain in full force and effect with respect to the employees of those Employers who continue to contribute the required premium. In such case, the Policyholder shall be responsible for the delinquent Employer's or Employers' share of the premium due to the date of such partial cancellation.

6. **Declaration** The Policyholder agrees that the statements in the declarations are his agreements, and are representations and not warranties, and that this policy, together with such declarations, embodies all agreements existing between the Policyholder and The State Insurance Fund relating to this insurance and that no changes to these agreements are valid except those made by endorsement issued by The State Insurance Fund.

7. **Assessments** The State Insurance Fund, with regard to assessments, agrees:

(a) To Levy no assessment against the Policyholder and Employer insured under this policy.

(b) To pay the assessments levied on the total payrolls of employees covered under this policy pursuant to Sections 214-2, 214-3 and 228 of the Disability Benefits Law.

8. **Special Provisions Relating to Employee Contributions** In accordance with the requirements of the Disability Benefits Law, any excess of the aggregate contributions of employees applied to the cost of insurance provided hereunder over the premiums paid by the Policyholder (less any amounts returnable under this policy) shall, under the rules of the Chairperson of the New York State Workers' Compensation Board, be paid to the Policyholder and distributed or applied for the sole benefit of employees or otherwise be applied or disposed of as prescribed in Section 216 of said Law.

9. **Distribution of Excess Earnings** The State Insurance Fund agrees that if and whenever The State Insurance Fund, in its discretion, shall determine to distribute excess earnings, the Policyholder shall participate therein only to the extent and upon the conditions fixed and determined by The State Insurance Fund subject to the requirements of the "Special Provision Relating to Employee Contributions."

10. **Assignment by Policyholder** Assignment of the Policyholder's interest under this policy shall not bind The State Insurance Fund until its consent is endorsed thereon.

In Witness Whereof, THE STATE INSURANCE FUND has caused this policy to be signed by its Underwriting Director.

Joseph J. Masi

Joseph Masi
Director of Disability Benefits

DBL-202 (REV. 1/00)

NEW YORK STATE INSURANCE FUND
Disability Benefits
15 Computer Drive West, Albany, NY 12205
(866) 697-4332

Policy Number	Document Type	Document Number	Period Covered	Date
[redacted]	INFORMATION PAGE	D 3235743	10/21/2015 TO 10/21/2016	9/08/2015

ASSURED:

STEFANINI TECHTEAM INC
27335 W ELEVEN MILE RD
SOUTHFIELD MI 48034

REPRESENTATIVE: 17069

WILLIS OF MICHIGAN INC
32255 NORTHWESTERN HWY STE 201
FARMINGTON HILLS MI 48334

PERIOD OF COVERAGE BEGINS AND ENDS AT 12:01 A.M. EASTERN STANDARD TIME.

TYPE OF BUSINESS: CORPORATION

DISABILITY BENEFITS INFORMATION PAGE: RETURN OF PREMIUM ENDORSEMENT

DISABILITY BENEFITS RETURN OF PREMIUM PROGRAM FOR POLICYHOLDER WITH 49 OR FEWER EMPLOYEES

A Return of Premium Program as set forth in this endorsement applies to this policy for any policy period in which the policyholder has 49 or fewer employees.

For the purpose of this program, for any policy period in which the policyholder has 49 or fewer employees, this policy is part of a group consisting of all State Insurance Fund policyholders with 49 or fewer employees, for policy periods expiring during the same calendar year.

The State Insurance Fund will calculate the group's loss ratio. The losses used in this calculation will be the aggregate of the losses incurred by the individual group members. The premium used in this calculation will be the aggregate of premiums actually charged the group members, less the aggregate of premiums returned to group members under our Premium Adjustment Plan.

If the group's loss ratio meets or exceeds the minimum loss ratio standard promulgated by the New York State Insurance Department in Section 52.45(f) of Title 11 of the New York Code of Rules and Regulations (Regulation 62), then no return of premium will be received by the group members. If the group does not meet the standard, then sufficient premium will be returned to group members to enable the group's loss ratio to meet the standard.

The return of premiums will be allocated in accordance with premiums previously charged, less any applicable return of premium on this policy under our Premium Adjustment Plan. All group members will receive the same percentage return of premium.

The return of premium will be made approximately three months after the end of the calendar year during which the termination of the period of insurance covered by this endorsement occurred, and will be final unless a postponement is authorized by the State Insurance Fund.

The Return of Premium provision shall be null and void if a complete payroll report is not filed by the policyholder.

THE STATE INSURANCE FUND

Joseph J. Masi

Joseph Masi
Director of Disability Benefits

NEW YORK STATE INSURANCE FUND
Disability Benefits
15 Computer Drive West, Albany, NY 12205

DISABILITY BENEFITS PREMIUM ADJUSTMENT PLAN

It is hereby understood and agreed that the policy to which this endorsement is attached is issued by the State Insurance Fund and accepted by the policyholder subject to the terms and conditions of the Disability Benefits Premium Adjustment Plan established by the State Insurance Fund.

DEFINITIONS:

STANDARD RATES -	$.14 for Male employees and $.14 for Female employees Per $100 of Wages limited to $340.00 per week, per employee.
STANDARD PREMIUM -	Premium calculated to on the basis of Standard Rates.
APPLIED RATES -	Rates, including the surcharge, if any, indicated on the Declaration or renewal endorsement.
APPLIED PREMIUM -	Premium calculated on the basis of Applied Rates.

IN CONSIDERATION of the payment of the earned premium, calculated on the basis of the applied rates, it is agreed that an adjustment of the premium shall be calculated as hereinafter set forth provided that:

1. The final covered payrolls for the policy period satisfactory to the State Fund have been reported and received. There will be no adjustment if one or more reports have not been received prior to the premium adjustment calculation.
2. The final earned premium for the period exceeds $1,000. If the final billed premium for the period is $1,000 or less, there will be no adjustment under the endorsement.

PREMIUM ADJUSTMENT CALCULATION for risks with applied premiums of over $1,000 - the final premium will be calculated as 1.20 times the losses for the period, subject to a maximum of the applied premium and a minimum of either:

A. $1,000 or
B. The sum of
100% of the first $1,000 of Standard Premium
Plus 80% of the next $1,500 of Standard Premium
Plus 70% of the next $2,500 of Standard Premium
Plus 60% of the next $5,000 of Standard Premium
Plus 50% of the next $15,000 of Standard Premium
Plus 40% of standard premium in excess of $25,000
Plus surcharge, if any, indicated on the Declaration or renewal endorsement

Whichever is greater.

This adjustment will be made approximately nine months after the termination of the period of insurance covered by this endorsement, at which time such adjustment will be final unless postponement is authorized by the State Insurance Fund.

THE STATE INSURANCE FUND

Joseph J. Masi

Joseph Masi
Director of Disability Benefits

PLEASE ATTACH THIS ENDORSEMENT TO YOUR POLICY.

UDB-69 (01/04)

NEW YORK STATE INSURANCE FUND

Disability Benefits
15 Computer Drive West, Albany, NY 12205
(866) 697-4332

Policy Number	Document Type	Document Number	Period Covered	Date
[redacted]	INFORMATION PAGE	D 3235743	10/21/2015 TO 10/21/2016	9/08/2015

ASSURED:

STEFANINI TECHTEAM INC
27335 W ELEVEN MILE RD
SOUTHFIELD MI 48034

REPRESENTATIVE: 17069

WILLIS OF MICHIGAN INC
32255 NORTHWESTERN HWY STE 201
FARMINGTON HILLS MI 48334

PERIOD OF COVERAGE BEGINS AND ENDS AT 12:01 A.M. EASTERN STANDARD TIME.

TYPE OF BUSINESS: CORPORATION

DISABILITY BENEFITS INFORMATION PAGE: SCHEDULE

THIS POLICY INCLUDES THESE ENDORSEMENTS AND/OR SCHEDULES

YOUR POLICY HAS BEEN BILLED UNDER AN ANNUAL PAYMENT PLAN. PLEASE PAY THE AMOUNT DUE TO KEEP YOUR POLICY IN FORCE FOR THE PERIOD COVERED BY THE INFORMATION PAGE. THE PREMIUM SHOWN IS ESTIMATED FOR THE RENEWAL PERIOD AND WILL BE ADJUSTED BY YOUR ACTUAL EXPOSURES AT THE END OF THE POLICY TERM. YOU WILL SOON RECEIVE A SELF-REPORTING FORM FOR THE EXPIRING POLICY TERM. WHEN YOU RECEIVE THIS FORM, PLEASE COMPLETE, SIGN AND RETURN IT TO US SO THAT WE CAN ADJUST THE ESTIMATED PREMIUM YOU HAVE ON DEPOSIT FOR THE PREVIOUS PERIOD.

ANY DEPOSIT PREVIOUSLY HELD ON THIS POLICY FOR SECURITY WILL BE CREDITED TO THE POLICY WHEN THE ACTUAL PAYROLLS ARE REPORTED AT THE END OF THE EXPIRING POLICY TERM.

NEW YORK STATE INSURANCE FUND
Disability Benefits
15 Computer Drive West, Albany, NY 12205
(866) 697-4332

Policy Number	Document Type	Document Number	Period Covered	Date
[redacted]	INFORMATION PAGE	D 3235743	10/21/2015 TO 10/21/2016	9/08/2015

ASSURED:
STEFANINI TECHTEAM INC
27335 W ELEVEN MILE RD
SOUTHFIELD MI 48034

REPRESENTATIVE: 17069
WILLIS OF MICHIGAN INC
32255 NORTHWESTERN HWY STE 201
FARMINGTON HILLS MI 48334

PERIOD OF COVERAGE BEGINS AND ENDS AT 12:01 A.M. EASTERN STANDARD TIME.

TYPE OF BUSINESS: CORPORATION

INTEREST & SERVICE CHARGE ENDORSEMENT

This New York State Insurance Fund (NYSIF) policy is amended to include the following extended payment plan.

Policyholders with an annual premium of $500 or more are eligible for NYSIF's extended payment plan.

Deposit Premium:
After paying the initial deposit, the premium balance may be paid in installments through the tenth month of the policy year.

Audit/Report premium:
Audit or report premium billed within the first nine months of the policy year may also be paid in installments through the tenth month of the policy year. Interest will be charged at a rate of 1% per month on the outstanding audit or report balance.

Service Charge:
There is a $10 service charge per installment. Payment of the full balance can be made at any time during the policy year.

Automatic Extension:
Payments made in an amount less than the full balance will be deemed a request to use NYSIF's extended payment plan and result in the application of service and/or interest charges.

Non-Payment Cancellations:
Unpaid balances must be received by the date indicated on your bill to avoid cancellation for non-payment. A cancellation will be processed for all policies with an overdue balance.

CONDITIONS

1. THE POLICY ISSUED BY THE STATE INSURANCE FUND IS A CONTINUOUS ONE AND REMAINS IN EFFECT UNTIL CANCELLED.

2. THIS DOCUMENT NEITHER REINSTATES THE POLICY IF PREVIOUSLY CANCELLED NOR RESCINDS ANY OUTSTANDING CANCELLATION NOTICE.

3. FOR THE PURPOSE OF SERVING NOTICE, THIS ASSURED AGREES THAT THE ADDRESS SHOWN ON PAGE ONE OF THIS DOCUMENT IS BOTH BUSINESS AND RESIDENCE ADDRESS OF THIS ASSURED AND/OR ANY REPRESENTATIVE OF THIS ASSURED UPON WHOM NOTICE MAY BE SERVED.

4. PURSUANT TO CHAPTER 55 OF THE LAWS OF 1992, ALL CHECKS RETURNED UNPAID WILL BE SUBJECT TO A $20 ADMINISTRATIVE FEE.

Policyholders with annual deposit premium of $500 or more are eligible to use our extended payment plan. Once the initial deposit on your policy premium has been paid, the remaining balance of deposit premium, report premium, or audit premium can be paid in installments through the tenth month of your policy year.

A $10 policy service charge will apply to each installment. Interest of 1% per month will be charged for outstanding audit or report premium. Payment in full can be made at any time during the policy year.

A non-payment cancellation will be processed for all policies with an overdue balance.

NEW YORK STATE INSURANCE FUND

Disability Benefits
15 Computer Drive West, Albany, NY 12205
(866) 697-4332

Policy Number	Document Type	Document Number	Period Covered	Date
[redacted]	INFORMATION PAGE	D 3235743	10/21/2015 TO 10/21/2016	9/08/2015

ASSURED:

STEFANINI TECHTEAM INC
27335 W ELEVEN MILE RD
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WILLIS OF MICHIGAN INC
32255 NORTHWESTERN HWY STE 201
FARMINGTON HILLS MI 48334

PERIOD OF COVERAGE BEGINS AND ENDS AT 12:01 A.M. EASTERN STANDARD TIME.

TYPE OF BUSINESS: CORPORATION

DISABILITY BENEFITS INFORMATION PAGE: ENDORSEMENTS

FSC ALL EMPLOYEES ELIGIBLE UNDER THE NYS DISABILITY LAW

THIS POLICY COVERS THE FOLLOWING ENTITY(S):

TECHTEAM CYNTERGY	3	EFF DATE: 10/21/2006
STEFANINI TECHTEAM INC	1	EFF DATE: 1/07/2011
CODE X INC	6	EFF DATE: 4/14/2011

Attachment 12 (A12)
Confidentiality &
Non-Disclosure Agreement

CONSULTANT CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, made on _____, is between the State of New York ("State"), acting by and through the New York State Office of Information Technology Services ("ITS"), having its principal place of business at State Capitol, Empire State Plaza, Albany, New York 12220-0062, and _____ ("Consultant"), an employee or subcontractor of **Stefanini Inc** ("Contractor") with its principal place of business at **27335 West 11 Mile Road, Southfield, MI 48033**. This Agreement is signed in relation to the provision by Consultant of services to the ITS Office of _____ (hereinafter "Engagement").

1. **Definitions.** For the purposes of this Agreement, the following terms shall be defined as follows:

I. Confidential Information

"Confidential Information" shall be defined to include any information that ITS or the State, regardless of form or medium of disclosure (e.g., verbal, hard copy, or electronic) or source of information (e.g., ITS, other state agencies, state employees, electronic systems, or third party contractors) provides to Consultant, or which Consultant obtains, discovers, derives or otherwise becomes aware of as a result of the Engagement other than:

(a) information that is previously rightfully known to Consultant without restriction on disclosure;
(b) information that is or becomes, from no act or failure to act on the part of the Consultant, generally known in the relevant industry or in the public domain; or
(c) information that is independently developed by Consultant without the use of Confidential Information.

II. Authorized Person

"Authorized Person" shall be defined as a person authorized by ITS as having a need to receive, possess, store, access, view and/or use Confidential Information for an Authorized Use.

III. Authorized Use

"Authorized Use" shall be defined as the use of Confidential Information by Consultant or Authorized Persons, solely for the purpose of performing the Engagement.

IV. Electronic Information

"Electronic Information" shall be defined as information or data produced or stored by electronic, digital, or similar means.

2. **Term**

Consultant's obligations under this Agreement shall commence upon the execution of this Agreement or the start of the Engagement, whichever occurs first, and shall survive the duration of engagement, in perpetuity.

3. **Duty to Protect Confidential Information**

Consultant agrees not to disclose Confidential Information to any outside party without the prior express written permission of ITS, except as provided in this Agreement. In addition, Consultant shall safeguard

all Confidential Information from unauthorized access, loss, theft, destruction, and the like. Consultant shall notify ITS immediately upon becoming aware that confidential information is in the possession of or has been disclosed to an unauthorized person or entity.

Consultant also agrees to promptly report any activities by any individual or entity that the Consultant suspects may compromise the availability, integrity, security or privacy of any Confidential Information.

4. Press Releases

Consultant shall not issue any press releases, give or make any presentations, or give to any print, electronic or other news media information regarding his/her Engagement - nor shall Consultant authorize or permit any other person or entity to do so - without the prior express written permission of ITS. Consultant shall immediately refer any media requests or other requests for information to ITS.

5. Use Restriction

Consultant shall not receive, possess, store, access, view and/or use Confidential Information for any purpose other than an Authorized Use. Consultant shall not permit unauthorized persons or entities to gain access to Confidential Information and shall not divulge methods of accessing Confidential Information to unauthorized persons.

6. Security Obligations Regarding Confidential Information

Consultant agrees to comply with the following security obligations as well as any other such obligations conveyed to him/her during the course of the Engagement:

a. Unless otherwise authorized by ITS, Confidential Information may NOT be stored on personal (non-ITS) computing or other electronic or mobile storage devices, or taken or removed in any form from ITS.
b. Consultant shall comply with all federal and State laws.
c. Consultant shall comply with all ITS policies and procedures including but not limited to those that provide for accessing, protecting and preserving State assets.
d. Consultant shall take no action to intrude upon, disrupt or deny services to ITS.
e. Consultant shall use only those access rights granted by ITS.

7. Certification by Consultant of Return of Confidential Information, Electronic Information and Tangible Property

Upon termination of the Engagement, Consultant shall return all Confidential Information stored on any format to ITS, or destroy any Confidential Information that Consultant possesses in a format that cannot be returned. Further, Contractor agrees to submit to ITS on Contractor's letterhead a "CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY" certifying that all copies of Confidential Information, electronic property and tangible property belonging to the State of New York or ITS have been returned, or if necessary destroyed, using the form provided in Appendix A.

8. Termination

Consultant's Authorized Use of Confidential Information shall terminate automatically upon: (a) breach of this Agreement as determined solely by ITS, (b) completion or termination of Consultant's

Engagement, or, (c) termination of Contractor's State contract, whichever occurs first

9. Compliance

Should Consultant breach this Agreement, the State shall have all equitable and legal rights (including the right to obtain injunctive relief) to seek redress for such breach, prevent further breaches and to be fully compensated (including litigation costs and reasonable attorney's fees) for losses or damages resulting from such breach. Consultant acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy available to ITS.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. If any provision of Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, Consultant has signed this Agreement as of the date set forth below.

By: S. Dasgupta
Signature

Shu Dasgupta
Name

February 1st, 2016
Date

Acknowledgment for Consultant Confidentiality & Non-Disclosure Agreement

STATE OF MICHIGAN }
} Scilicet
COUNTY OF OAKLAND }

On the 1st th day of February in the year 2016, before me personally appeared Subhabrata Dasgupta 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 Consultant Confidentiality & Non-Disclosure Agreement (instrument) and acknowledged to me that he executed the same in his capacity, and that by his signature on the he executed the foregoing instrument in his name and on his own behalf.

Debra A. Cencer
Notary Public
Registration No.

DEBRA A CENCER
Notary Public - Michigan
Wayne County
My Commission Expires Jul 8, 2019
Acting in the County of Oakland

APPENDIX A

CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY BY CONSULTANTPURSUANT TO CONSULTANT CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT DATED _____

Pursuant to the Consultant Confidentiality and Non-Disclosure Agreement between the State of New York, acting by and through the New York State Office of Information Technology Services ("ITS") and _____ ("Consultant") dated _____, Consultant acknowledges that his/her authority to receive, possess, store, access, view and/or use Confidential Information, electronic information and tangible property: _____

description of returned Confidential Information, electronic information or tangible property:

_____

_____

_____

____ destroyed

description of destroyed Confidential Information, electronic information or tangible property:

_____

_____

_____

_____

Consultant Signature

_____

Consultant Name

_____

Date

Acknowledgment for Certification of Return or Destruction of Confidential Information

STATE OF NEW YORK }
} Scilicet
COUNTY OF ALBANY }

On the _____ day of _____ in the year 20__, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing Consultant Confidentiality & Non-Disclosure Agreement (instrument) and acknowledged to me that he executed the same in his capacity, and that by his signature on the he executed the foregoing instrument in his name and on his own behalf.

_____

Notary Public
Registration No.

Attachment 13 (A13)
Firm Offer Letter & Conflict of Interest Disclosure

Attachment 13

Firm Offer Letter and Conflict of Interest Disclosure

February 1, 2016

Mr. Edward Snyder
Contract Management Specialist
Empire State Plaza
Swan Street Building, Core 4
Albany, NY 12223

Dear Mr. Snyder:

RE: RFP C000382, ITS Service Desk Support and End User Break-Fix Support Services

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

Shu Dasgupta hereby submits this firm and binding offer to the State of New York in response to New York State Request for Proposals (RFP) # C000382 by the New York State Office of Information Technology for ITS Service Desk Support and End User Break-Fix Support Services. The Bid Proposal hereby submitted 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 270 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.

Shu Dasgupta's complete offer is set forth in two, separately bound volumes as follows:

Technical Proposal: Total of 12 hard copy volumes, with 1 electronic copy on PC Compatible Windows Readable CD-ROMs saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format.

Financial/Administrative Proposal: Total of 6 hard copy volumes, with 1 electronic copy on PC Compatible Windows Readable CD-ROMs saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format.

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

Shu Dasgupta hereby affirms that, at the time of bid submission, Offerer knows of no factors existing at time of bid 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 Bid Proposal hereby submitted, including but not limited to:

1. No potential for conflict of interest on the part of the Offerer or any Subcontractor 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 procurement relative to the timeframe for service delivery, or personnel or financial resource commitments of Offerer or proposed subcontractors to other projects.

To comply with the Vendor Responsibility Requirements outlined in Section 8.6.of the above-referenced RFP, C000382 ITS Service Desk Support and End User Break-Fix Support Services hereby affirms that (enter an "X" in the appropriate box):

An on-line Vendor Responsibility Questionnaire has be 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

x 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.

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 Shu Dasgupta to the offer, and possesses the legal capacity to act on behalf of Offerer 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 Shu Dasgupta.

Signature
Shu Dasgupta
Vice President
Stefanini, Inc.

Corporate Seal

CORPORATE ACKNOWLEDGMENT

STATE OF **Michigan** }

:ss.:

COUNTY OF **Oakland** }

On the 1st day of February in the year 20 16, before me personally came: Antonio Moreira, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in Southfield, Michigan; that he/she/they is (are) CEO (the President or other officer or director or attorney in fact duly appointed) of Stefanini, Inc., the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

VP Bus. Dev.

Signature and Office of Person Taking Acknowledgment

PARTNERSHIP ACKNOWLEDGMENT

STATE OF }

:ss.:

COUNTY OF }

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.

_____

Signature and Office of Person Taking Acknowledgment

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF }

:ss.:

COUNTY OF }

On the ____ day of _____in the year 20 __ , before me personally appeared: _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____, Town of _____,

County of _____ , State of _____ ; and that _he executed the foregoing instrument in his/her name and on his/her own behalf.

_____

Notary Public

Attachment 15 (A15)
Lobbying Forms All-in-One

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).

By: _____ Date: 2/17/2016_____

Name: Shu Dasgupta

Title: Vice President

Contractor Name: Stefanini, Inc.
Contractor Address: 27335 West 11 Mile Road, Southfield, MI, 48033

Offerer Disclosure of Prior Non-Responsibility Determinations

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).

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:
Stefanini, Inc.

Address: 27335 W. 11 Mile Rd.
Southfield, MI 48033

Name and Title of Person Submitting this Form: Shu Dasgupta
VP, Business Development

Contract Procurement Number: _____

Date: 2/17/2016

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.

By: _____ Date: 2/17/2016____
Signature

Attachment 20 (A20)
Extraneous Terms for Financial Administrative Proposal

Attachment 20: Extraneous Terms Template

RFP C000382-ITS Service Desk Support and End User Break-Fix Support Services

In compliance with RFP §5.29, *Extraneous Terms*, the Bidder shall identify all proposed extraneous terms using the table below in accordance with the following instructions:

INSTRUCTIONS:

RFP Page, Section & Paragraph Reference

The Bidder must state the RFP page number, section and paragraph number for each requirement that the Bidder proposes to modify. The Bidder must insert the nature of the proposed change and its impact on the Requirement.

Description of RFP Requirement

The Bidder must insert a concise description of the RFP requirement the Bidder proposes to modify.

Type of Proposed Modification

Select a one-word classification of the proposed modification from the list in the table below.

Description of Proposed Extraneous Term(s)

Describe the impact of the proposed modification/extraneous term.

Impact on RFP Requirement

Explain whether and how the change would benefit the State. If there is a corresponding impact on the Administrative, Technical, or Cost Proposal(s), that impact should be explained with reference(s) to the specific sections that may be affected.

Attachment 20: Extraneous Terms Template

RFP C000382-ITS Service Desk Support and End User Break-Fix Support Services

EXTRANEOUS TERM(S)			
No.	RFP Page, Section & Paragraph Reference	Description of RFP Requirement	Type of Proposed Modification
1.	Page 12 & 15 Service Level metrics	Stefanini's solution and pricing is based off of the key requirements outlined in the RFP as well as information referenced in Appendix O, T and R. We assume some governance or due diligence process will be finalized to ensure that staffing and pricing is aligned with requirements to ensure successfully delivery. Pricing assumptions include:	☐ Additional; X Supplemental; ☐ Equivalent ☐ Alternative

Item	Assumption
Estimated Ticket Volume	1,440,000 annual tickets (approximately 120,000 per month)
Number of Active 0365 Users	115,089
Alerts	17,000-34,000 annual alerts
Devices to be Supported	147,500 Laptops/Desktops 2,500 Zero/Thin Clients 28,000 Mobile Devices 15,000 Printers

Description of Proposed Extraneous Term(s):

Stefanini's solution and pricing is based off of the key requirements outlined in the RFP as well as information referenced in Appendix O, T and R. We assume some governance or due diligence process will be finalized to ensure that staffing and pricing is aligned with requirements to ensure successfully delivery

Impact on RFP Requirement:

Potential cost savings or increase should volume, users or devices to be supported is materially different from modeling variables.

Attachment 20: Extraneous Terms Template

RFP C000382-ITS Service Desk Support and End User Break-Fix Support Services

No.	RFP Page, Section & Paragraph Reference	Description of RFP Requirement	Type of Proposed Modification
2.			☐ Additional; ☐ Supplemental; ☐ Equivalent ☐ Alternative
Proposed Extraneous Term(s):			
Impact on RFP Requirement:			

No.	RFP Page, Section & Paragraph Reference	Description of RFP Requirement	Type of Proposed Modification
3.			☐ Additional; ☐ Supplemental; ☐ Equivalent ☐ Alternative
Proposed Extraneous Term(s):			
Impact on RFP Requirement:			

Attachment 20: Extraneous Terms Template

RFP C000382-ITS Service Desk Support and End User Break-Fix Support Services

Stefanini's pricing was based off of the following assumptions:

- Our proposal is valid for 270 days;
- Pricing is based on a five year Contract Term;
- Invoicing terms will be Net-30 days;
- Monthly managed service fee assumes an average monthly volume of 120,000 incidents;
- Travel related expenses for launch and/or post launch will be passed through at cost and subject to NYS ITS's approval and will conform to NYS ITS's travel policies;
- Assumes NYS ITS will terminate toll free circuits to Stefanini ACD for routing purposes. There is no charge for this; No charge if terminated to DID number; should Stefanini provide a Toll Free number, the costs associated with all inbound and outbound activity will be billed at $0.04 per minute.
- Should an IP VPN solution not be utilized for data communications, charges to be passed through at cost.
- Stefanini assumes that NYS ITS's tools will be utilized including ServiceNew for ticket tracking, knowledge base, customer satisfaction survey tool, as well as NYS ITS's remote control tools.
- NYS will provide VDI access to access NYS network and tools.
- Should Emergency Project work be required outside of normal business hours, an overtime rate would apply. Overtime rate would be 1.5 times hourly pricing rate provided.
- Stefanini's pricing was modeled off of the volumes as listed below:

Item	Assumption	
Estimated Ticket Volume	1,440,000 annual tickets (approximately 120,000 per month)	
Number of Active 0365 Users	115,089	
Alerts	17,000-34,000 annual alerts	
Devices to be Supported	147,500 Laptops/Desktops 2,500 Zero/Thin Clients	28,000 Mobile Devices 15,000 Printers

- The following assumptions pertain to End User Break-Fix activities:
  - All replacement parts or replacement equipment will be provided by ITS
  - We are not responsible for inventory that is not functional when it is shipped to up

Attachment 20: Extraneous Terms Template

RFP C000382-ITS Service Desk Support and End User Break-Fix Support Services

- We should not be penalized for state provided equipment being DOA or otherwise not functional when we arrive on site for a services call (i.e. SLR should reset)
- Delays in receiving necessary inventory from state should not impact our SLR requirement
- Our assumption is that all equipment will be returned to ITS in Albany.

- Should NYS terminate due to convenience, NYS will reimburse Stefanini for the remaining portion of the launch fees that were amortized over the life of the contract.

Attachment 21 (A21)
MWBE and EEO Policy Statement

ATTACHMENT 21

RFP C000382
ITS Service Desk Support and End User Break-Fix Support Services

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

M/WBE AND EEO POLICY STATEMENT

I, Stefanini Inc., the (awardee/contractor) contractor agree to adopt the following policies with respect to the project being developed or services rendered at 27335 West 11 Mile Road, Southfield, MI 48033

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, predispasing 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 17th day of February, 2016

By:

Print: Shu Dasgupta Title: Vice President

(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.

Stefanini Response to NYS
February 19, 2016

M/WBE Contract Goals

15% Minority and Women's Business Enterprise Participation

_____% Minority Business Enterprise Participation

_____% Women's Business Enterprise Participation

EEO Contract Goals

15% Minority Labor Force Participation

_____% Female Labor Force Participation

(Authorized Representative)

Title: VP, Business Development

Date: 02/17/2016

stefanini

ITS Service Desk Support and End User Field Support Services

Support RFP #C000382
Technical Proposal

New York State Office of
Information Technology Services

February 19, 2016

Confidential Information of Stefanini, Inc.

This document contains information that is proprietary and/or confidential to Stefanini, Inc. It is not to be disclosed, in whole or in part, without the express written authorization of Stefanini, Inc. It shall not be duplicated or used, in whole or in part, for any purpose other than to evaluate this proposal.

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NY State Office for Information Technology Services (ITS)

ITS Service Desk Support and End User Break-Fix Support Services

Support RFP #C000382

RFP Attachment 1 – Proposal Checklist

ATTACHMENT 1 – PROPOSAL CHECKLIST

Checklist Item	Page # in Submission
☐ Submitted before the deadline established in the RFP and includes:	
☐ Financial/Administrative Proposal	
☐ Six (6) appropriately labeled original paper copy sets of the Financial/Administrative Proposal	
☐ Each hard copy of the Financial/Administrative Proposal should include a cover sheet labeled "Financial/Administrative Proposal," and be labeled with the official name of the Bidder's organization, the name of the RFP, and the number of the RFP. (If any part is submitted in a loose-leaf binder, this information should appear on the spine of the binder as well.)	
☐ Two (2) corresponding searchable electronic media copies on USB 2- or 3-compliant Flash Drives labeled "Vendor name RFP# C000382 – Fin./Admin."	
Each Financial/Administrative Proposal includes:	
☐ Completed and Signed "Attachment 1 - Proposal Checklist"	A01_1
☐ Completed, signed and notarized by Primary Contractor: Vendor Responsibility Questionnaire For-Profit Business Entity Note: Submit either paper copy or proof of online submission. (Attachment 3)	A03_1 A03a_1
☐ Completed, signed and notarized by <u>each and every</u> Subcontractor that is expected to receive income valued at $100,000 or more over the term of the agreement: Vendor Responsibility Questionnaire For-Profit Business Entity Note: Submit either paper copy or proof of online submission. (Attachment 3)	A03b_1 A03c_1 A03d_1 A03e_1
☐ Completed and signed "Attachment 4 – NYS Required Certifications"	A04_1
☐ Completed "Attachment 5 – Encouraging Use of NYS Businesses in Contract Performance," along with any supporting documentation	A05_1
☐ Completed, signed, and notarized "Attachment 6 - Contractor Certification to Covered Agency, ST-220-CA"	A06_1
☐ Completed "Attachment 7 - Bidder Firm Information"	A07_1
☐ Completed and signed "Attachment 8 – Financial Proposal Workbook"	A08_1
☐ Completed and signed EEO 100 – Equal Employment Opportunity Staffing Plan (Attachment 9)	A09_1
☐ Completed and signed MWBE 100 - MWBE Utilization Plan (Attachment 10)	A10_1
☐ Workers' Compensation Requirements under WCL § 57: Completed Workers Compensation Coverage Form (Attachment 11): • 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 • SI-12 (Affidavit Certifying That Compensation Has Been Secured):	A11_1

Board-approved self-insurers must obtain this form from Board's Self-Insurance Office OR • GSI-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.	
☐ Disability Benefits Requirements under WCL § 220(8): Completed Disability Benefits Coverage Form (Attachment 11): • 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 • 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.	A11_1
☐ Completed, signed and notarized Confidentiality and Non-Disclosure Agreement (Attachment 12)	A12_1
☐ Completed, Signed, and Notarized Firm Offer Letter and Conflict of Interest Disclosure (Attachment 13)	A13_1
☐ Completed "Attachment 15 - Lobbying Forms All-in-One" • Completed and signed Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b) • Completed and signed Offerer Disclosure of Prior Non-Responsibility Determinations	A15_1
☐ Completed "Attachment 20- Extraneous Terms Template" (if applicable)	A20_1
☐ Completed-"Attachment 21- Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement (Form # 4)"	A21_1
☐ Technical Proposal	
☐ Twelve (12) bound appropriately labeled original paper copy sets of the Technical Proposal (one of which must contain original notarized signatures)	
☐ Each hard copy of the Technical Proposal should include a cover sheet labeled Technical Proposal," and labeled with the official name of the Bidder's organization, the name of the RFP, and the number of the RFP. (If any part is submitted in a loose-leaf binder, this information should appear on the spine of the binder as well.)	
☐ Two (2) corresponding searchable electronic media copies on USB 2- or 3-compliant Flash Drives labeled "Vendor name RFP# C000382 – Technical"	
☐ Completed and Signed "Attachment 1 – Proposal Checklist"	A01_1

☐ Completed, Signed, and Notarized "Attachment 13 - Firm Offer Letter and Conflict of Interest Disclosure"	A13_1
☐ Completed "Attachment 17 - Mandatory Eligibility Qualifications Form"	A17_1
☐ Completed "Attachment 18 – Technical Proposal Form"	A18_1
Part 1 - Technical Proposal Overview includes:	
☐ Executive Summary	A18_1
☐ Comprehensive Table of Contents	A18_3
Part 2 - Bidder's Experience includes:	
☐ Corporate/Business Background Information of Primary Bidder	A18_4
☐ Corporate/Business Background Information of Subcontractor	A18_6
☐ Past Performance and Experience	A18_9
☐ History of Working with Proposed Subcontractor	A18_16
Part 3 - Engagement Approach includes:	
☐ Proposed Approach for ITS Service Desk Support	A18_17
☐ Proposed Approach for End User Break/Fix Support	A18_28
☐ General	A18_35
☐ Customer Satisfaction	A18_37
☐ Training	A18_38
☐ Start-Up Plan	A18_39
☐ Risk Management Plan	A18_47
☐ Quality Management Plan	A18_50
☐ Change Management Plan	A18_52
Part 4 - Key Personnel and Staffing includes:	
☐ Key Personnel Resumes	A18_54
☐ Staffing Plan	A18_55
Part 5 – Site Visit Facility Information includes:	
☐ Site Visit Facility Information	A18_60
☐ Completed "Attachment 19 - Requirements Verification and Traceability Matrix"	A19_1
☐ Completed "Attachment 20- Extraneous Terms Template" (if applicable)	A20_1
☐ No cost data is included in the Technical Proposal	

* Should there be a discrepancy between the electronic media and the original hard copy, the hard copy takes precedent.

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

Authorized Signature:	Date: 2-18-16
Print Name and Title: JEFF RUFFINI VP SERVICE DELIVERY	
Company represented: STEFANINI	

Attachment 13

Firm Offer Letter and Conflict of Interest Disclosure

February 1, 2016

Mr. Edward Snyder
Contract Management Specialist
Empire State Plaza
Swan Street Building, Core 4
Albany, NY 12223

Dear Mr. Snyder:

RE: RFP C000382, ITS Service Desk Support and End User Break-Fix Support Services

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

Shu Dasgupta hereby submits this firm and binding offer to the State of New York in response to New York State Request for Proposals (RFP) # C000382 by the New York State Office of Information Technology for ITS Service Desk Support and End User Break-Fix Support Services. The Bid Proposal hereby submitted 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 270 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.

Shu Dasgupta's complete offer is set forth in two, separately bound volumes as follows:

Technical Proposal: Total of 12 hard copy volumes, with 1 electronic copy on PC Compatible Windows Readable CD-ROMs saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format.

Financial/Administrative Proposal: Total of 6 hard copy volumes, with 1 electronic copy on PC Compatible Windows Readable CD-ROMs saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format.

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

Shu Dasgupta hereby affirms that, at the time of bid submission, Offerer knows of no factors existing at time of bid 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 Bid Proposal hereby submitted, including but not limited to:

1. No potential for conflict of interest on the part of the Offerer or any Subcontractor 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 procurement relative to the timeframe for service delivery, or personnel or financial resource commitments of Offerer or proposed subcontractors to other projects.

To comply with the Vendor Responsibility Requirements outlined in Section 8.6.of the above-referenced RFP, C000382 ITS Service Desk Support and End User Break-Fix Support Services hereby affirms that (enter an "X" in the appropriate box):

An on-line Vendor Responsibility Questionnaire has be 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

x 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.

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 Shu Dasgupta to the offer, and possesses the legal capacity to act on behalf of Offerer 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 Shu Dasgupta.

Signature
Shu Dasgupta
Vice President
Stefanini, Inc.

Corporate Seal

CORPORATE ACKNOWLEDGMENT

STATE OF **Michigan** }

:ss.:

COUNTY OF **Oakland** }

On the 1st day of February in the year 20 16, before me personally came: Antonio Moreira, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in Southfield, Michigan; that he/she/they is (are) CEO (the President or other officer or director or attorney in fact duly appointed) of Stefanini, Inc., the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

VP Bus Dev

Signature and Office of Person Taking Acknowledgment

PARTNERSHIP ACKNOWLEDGMENT

STATE OF }

:ss.:

COUNTY OF }

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.

_____

Signature and Office of Person Taking Acknowledgment

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF }

:ss.:

COUNTY OF }

On the ____ day of _____in the year 20 __ , before me personally appeared: _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he resides at _____, Town of _____,

County of _____ , State of _____ ; and that _he executed the foregoing instrument in his/her name and on his/her own behalf.

_____

Notary Public

Attachment 17: Mandatory Bidder's Eligibility Qualifications Form

Per Section 4.1 of the RFP, the following are the mandatory minimum Bidder qualifications.

The following are the mandatory minimum Bidder qualifications that must be met by the Prime Contractor. If these requirements are not met, the State shall deem the Proposal as non-responsive and eliminate the Bidder from further consideration. Bidders (and their predecessor business Enterprises) must:

1. **Have a minimum of seven (7) years of experience providing service-desk support services of similar size and scope to ITS requirements as set forth in this RFP, to entities of more than 50,000 users within the continental US.**

Identify how this requirement has been met, including the information below for each engagement. Enter dates in the following format: mm/dd/yyyy. If the date is through "present", present shall be date of submission. Add additional tables, as necessary.

Engagement 1 Description		
Name of Client: Professional Services and Consulting Company	Start Date: 10/01/2008	End Date: Present
Contact Person Name: Will provide on request	Email Address:	Phone Number:
Size and Scope of Engagement (including: number of sites and users; number and type of staff involved; engagement budget) Stefanini is providing IT Service Desk services handling 100,000 monthly incidents. Company has 190,000 + employees. We use 5 delivery locations and support 4 different languages Our annual revenue with this client in 2015 was $9.5M. Stefanini currently has 380 resources providing services on this account, the majority of them being helpdesk agents.		

Engagement 2 Description		
Name of Client: Ford Motor Company	Start Date: 12/01/1979	End Date: 03/30/2014
Contact Person Name: Will provide on request	Email Address:	Phone Number:
Size and Scope of Engagement (including: number of sites and users; number and type of staff involved; engagement budget) Ford has been a client of Stefanini since 1979. Through our tenure, Stefanini's service desk for Ford supported every aspect of the customer's IT needs. We provided 24x7x365 support for more than 111,000 Ford users in 120 locations and in several languages via multinational call centers using our ITSM based Enterprise Service Desk model integrating remote desktop and onsite desk side engineers in locations around the world. The program supported over 1,500 proprietary and 150 standard supported applications. Our annual spend with this client in 2013 was $24.0 M.		

Engagement 3 Description		
Name of Client: Acosta Sales and Marketing	Start Date: 05/01/2015	End Date: Present
Contact Person Name: Will provide on request	Email Address:	Phone Number:
Size and Scope of Engagement (including: number of sites and users; number and type of staff involved; engagement budget) Service desk support to approx. 50,000 users across the US servicing an average of 16,000 incidents per month. Services are being provided from one Stefanini delivery center. Stefanini has an average of 60 resources working on the account that is a combination of helpdesk agents, knowledge specialist, Service		

Desk manager,

Current annual spend with Acosta is $1.9M.

2. **Have a minimum of seven (7) years of experience providing End User Break-Fix Support services to multiple geographic locations of similar size and scope to ITS requirements set forth in this RFP.**

Identify how this requirement has been met, including the information below for each engagement. Enter dates in the following format: mm/dd/yyyy. If the date is through "present", present shall be date of submission. Add additional tables, as necessary.

Engagement 1 Description		
Name of Client: John Deere	Start Date: 01/08/1998	End Date: Present
Contact Person Name: Provided on request	Email Address:	Phone Number:

Size and Scope of Engagement (including: number of sites and users; number and type of staff involved; engagement budget)

John Deere has been a client of Stefanini since 1998. During this period, Stefanini has provided a variety of services. Under End User Supporting services we provide IT Service Desk, Desktop management and Mobility management. Stefanini also provides ITSM SaaS+ services. We support 70,000 users across 100+ Deere centers using 9 Stefanini delivery centers.

Our annual revenue with the client in 2015 was $18M

Engagement 2 Description		
Name of Client: Alcoa	Start Date: 06/01/2007	End Date: Present
Contact Person Name: Provided on request	Email Address:	Phone Number:

Size and Scope of Engagement (including: number of sites and users; number and type of staff involved; engagement budget)

Alcoa has been a client of Stefanini since 2007. During this period, Stefanini has provided a variety of services. With End User Supporting services we provide Desktop support, Helpdesk, SharePoint support and Security Admin. We support 91,000 end users and 30,000 devices across 42 Alcoa facilities using 3 Stefanini Delivery centers.

Our annual revenue with the client in 2015 was $10.3M. Stefanini currently has 120 resources providing services helpdesk services and another 90 resources providing field services on this account.

Engagement 3 Description		
Name of Client: NYS agencies	Start Date: 05/01/2010	End Date: Present
Contact Person Name: Provided on request	Email Address:	Phone Number:

Size and Scope of Engagement (including: number of sites and users; number and type of staff involved; engagement budget)

This engagement is being cited using work performed by our partner, VITEC with the following agencies:

- NYS Education Department

Size and Scope of Engagement, including number of sites and users, number and type of staff involved, engagement budget: Provide hardware break fix service for over 5,000 users across NYS at over 200 locations.

- NYS Office of Children and Family Services

Size and Scope of Engagement, including number of sites and users, number and type of staff involved, engagement budget: Provide hardware break fix service for over 7,000 users across NYS at over 200 locations.

- NYS Office of Mental Health

Size and Scope of Engagement, including number of sites and users, number and type of staff involved, engagement budget: Provide hardware break fix service for over 14,000 users across NYS at over 300 locations.

3. **Have a minimum of three (3) years of experience providing services of similar size and scope to ITS requirements as set forth in this RFP to Public Sector Entities.**

Identify how this requirement has been met, including the information below for each engagement. Enter dates in the following format: mm/dd/yyyy. If the date is through "present", present shall be date of submission. Add additional tables, as necessary.

Engagement 1 Description		
Name of Client: NYS Agencies	Start Date: 05/01/2010	End Date: Present
Contact Person Name: Will be provided on request	Email Address:	Phone Number:

Size and Scope of Engagement (including: number of sites and users; number and type of staff involved; engagement budget)

This engagement is being cited using work performed by our partner, VITEC with the following agencies:

- NYS Education Department

Size and Scope of Engagement, including number of sites and users, number and type of staff involved, engagement budget: Provide hardware break fix service for over 5,000 users across NYS at over 200 locations.

- NYS Office of Children and Family Services

Size and Scope of Engagement, including number of sites and users, number and type of staff involved, engagement budget: Provide hardware break fix service for over 7,000 users across NYS at over 200 locations.

- NYS Office of Mental Health

Size and Scope of Engagement, including number of sites and users, number and type of staff involved, engagement budget: Provide hardware break fix service for over 14,000 users across NYS at over 300 locations.

Engagement 2 Description		
Name of Client: Caixa Economica Federal	Start Date: 10/01/2013	End Date: Present
Contact Person Name: Provided on request	Email Address:	Phone Number:

Size and Scope of Engagement (including: number of sites and users; number and type of staff involved; engagement budget)

Scope: Infrastructure projects, telecom services, IT governance, service level management, supplier management, release management and deployment. Support mail service.
Sites supported:
Users supported: 140,000
Staff involved: 115 professionals

- 1 Service manager
- 109 IT technicians
- 5 supervisors

Engagement 3 Description		
Name of Client: TST – Tribunal Superior do Trabalho	Start Date: 06/01/2014	End Date: Present
Contact Person Name: Provided on request	Email Address:	Phone Number:
Size and Scope of Engagement (including: number of sites and users; number and type of staff involved; engagement budget) Scope: Service desk. Provide specialized technical services and continued execution of remote technical support. Sites supported: 85 Users supported: 37,000 Currently, Stefanini has 51 resources that are engaged to this program.		

4. **Be registered with the NYS Department of State as an entity authorized to conduct business in New York State.**

Is the prime contractor registered with the New York Department of State as an entity authorized to conduct business in New York State?

_____X_____ Yes _____ No

Attachment 18: Technical Proposal Forms

When completing the Technical Proposal Content, **DO NOT** include any pricing information and include the following information in the order enumerated below.

PART 1: TECHNICAL PROPOSAL OVERVIEW

Executive Summary

Provide a brief description (not more than two pages) that summarizes your proposed approach and work effort.

Stefanini appreciates the New York State Office of Information Technology services (ITS) confidence in our services by giving us the opportunity to respond to the managed services for Service Desk and End User support services RFP. We offer the proven processes, technology, resources and required consulting expertise to meet your immediate support needs and partner with you. As you review our enclosed proposal you will find our services to relate with the primary business objectives you have laid out in your RFP, namely:

- Improve ITS's efficiency and effectiveness in the areas of customer reporting, logging, tracking, resolving of IT Incidents, and Service Requests.
- Improve efficiency and effectiveness by early identification of significant Incidents, by linking multiple related reports and taking proper action.
- Improve ITS's efficiency and effectiveness in the areas of End User Break-Fix support, inventory tracking and Asset Management in support of Break-Fix.
- Acquire skilled service desk and End User Break-Fix support staff for new technologies early in their life cycle, while maintaining support for older technologies.

Our solution has been designed utilizing our 28+ years of providing similar services as well through information gathered from the RFP and the questions and answers provided by NYS ITS.

We believe that our quality, flexibility and desire to partner with NYS ITS to mutually collaborate on a world class end user experience sets us apart from our competition. Leveraging industry best practice methodologies such as ITIL and Lean Six Sigma wrapped into our governance model, Stefanini's solution provides a continuous improvement environment to drive customer satisfaction, productivity and business value for NYS ITS.

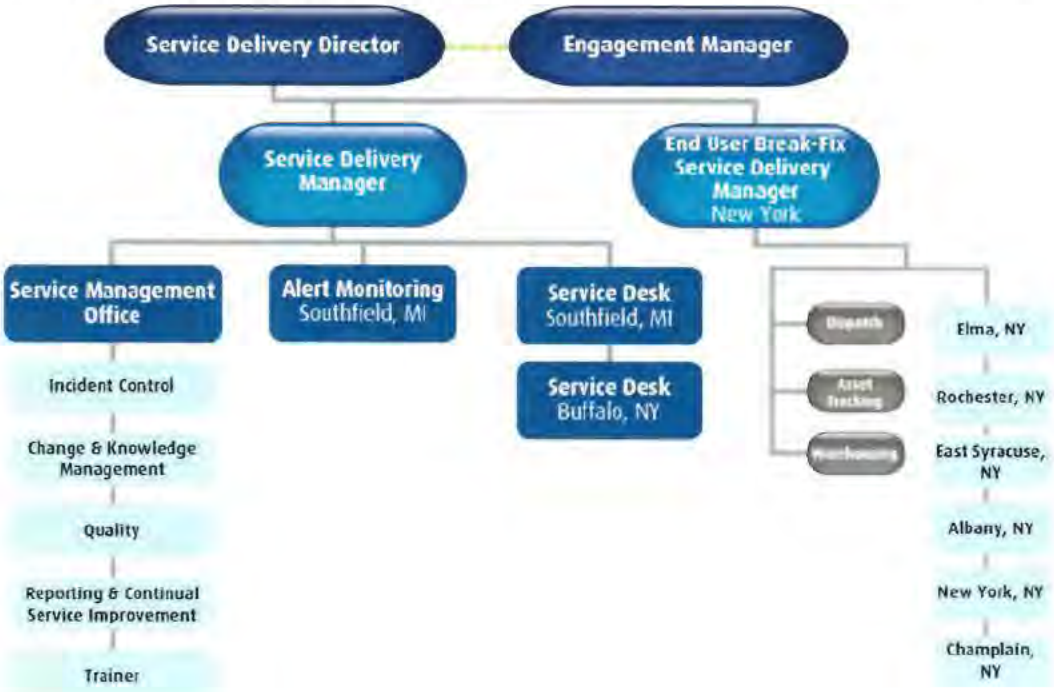
The NYS ITS SPOC Service Desk will be delivered from both Stefanini's North American World Headquarters facility in Southfield, MI and a secondary site in Buffalo, New York. Stefanini's Southfield location will serve as the primary delivery center and enable Stefanini to leverage experienced resources for both the service desk and resources within our Centers of Excellence. Stefanini's solution also includes a secondary delivery location in Buffalo, New York which is located in the same building as our strategic Break-fix partner, Vitech. This will allow the Service Desk and Break Fix teams to collaborate and identify opportunities to improve service.

Also located within Southfield, Michigan, with the Service Desk, Stefanini will provide Alert Monitoring services on a 24x7x365 basis to monitor pre-defined dashboards for the purpose of initiating incidents to NYS ITS resolver groups. Stefanini will utilize NY State owned monitoring tools and procedures via virtual desktop connections.

Stefanini's approach to designing a managed End User Break-Fix service solution included both information provided by NYS ITS and expertise from our partner, VITECH Solutions who currently provides similar services within several NYS offices and agencies. Using the user and device counts, geographic distribution, requested services, and core business coverage hours, and estimated volumes associated with these elements, we assembled a regional team structure that we will allow us to meet NYS ITS expectations for the services. Stefanini will use a combination of dedicated, scheduled and on-

demand resources to provide support to all sites, including priority sites. This model provides us with a flexible and agile approach for ITS.

The following diagram illustrates our delivery approach for the Level 1 IT Service Desk Support, Alert Monitoring and Level 2 End User Break-Fix Support:



In Closing

We are excited about the opportunity to become a strategic services partner with ITS. Being able to efficiently handle issues, proactively identify opportunities for improvement, and effectively plan for change are a direct reflection on the IT organization. Stefanini understands this and has spent years creating processes to automate functions, proactively monitor, identify, correlate, and resolve problems while managing the comprehensive end user experience for our clients. Our processes and quality approach, combined with the ITIL-based toolset and highly skilled resources, will allow ITS to improve services that are delivered today, while starting the journey for continuous improvement in the future.

Our goal is to take best practices, created from Stefanini' s diverse customer environment over the last 28 years, and quickly adapt the model to bring value to ITS. Stefanini understands that availability, dependability, security, and performance of IT services play a key role in business profitability and end-user satisfaction. Together with these requirements, we will work with ITS to reduce costs, shorten life cycles, and improve quality and customer satisfaction. By assisting ITS with improving these initiatives, collectively we can begin to achieve the goals of providing outstanding service in a cost-efficient manner and help you improve your competitive position in the market place.

Sincerely,

Shu Dasgupta

VP, Business Development

Table of Contents

Use the following Table of Contents that reflects the areas identified in Technical Proposal. The Table of Contents should identify each major section of the Proposal, along with its initial-page number.

Note: When done entering information, within this document place your cursor within the table of contents below and press F9 to automatically update.

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PART 2: BIDDER'S EXPERIENCE

The Technical Proposal must demonstrate to ITS that the Bidder has experience delivering services similar in scale and scope to the engagement described in this RFP. Complete the Bidder's Experience form below to describe its company background and past experience in the Technical Proposal. Limit response to 25 pages

Corporate/Business Background of Primary Bidder

Bidder's Firm/Company Information

Firm Name	Stefanini, Inc.
Firm Address	27335 West 11 Mile Road, Southfield, MI 48033
Parent Company	Stefanini International Holdings Ltd.
Affiliates	N/A
Other Locations/ Branches (if any)	• North America (Southfield, MI; Davenport, IA; Fort Lauderdale, FL Queretaro, MEX) • APAC (Manila, Philippines; Jilin, Shanghai and Dalian, China; Kuala Lumpur, Malaysia; New Delhi, India and Singapore) • EMEA (Brussels, Belgium; Bucharest and Sibiu, Romania; Krakow, Poland) • LATAM (Buenos Aires, Argentina; Sao Paulo, Campina Grade, Belo Horizonte and Sao Leopoldo Brazil)

Bidder's Primary Contact

Name, Title	Shu Dasgupta
Address	408 West Franklin Street, Richmond, VA 23220
Email Address	Shu.Dasgupta@stefanini.com
Telephone Number	1-804-344-0170

Company Profile

Description of the company's corporate profile core business	Stefanini was founded in 1987 and emerged as a leader in areas such as application outsourcing and software application development. As part of its continued global expansion, Stefanini acquired two US-based IT companies (TechTeam Global and CXI) and formed Stefanini TechTeam, now called Stefanini, Inc. Today, Stefanini brings decades of IT expertise to clients around the globe. Stefanini is a full service global provider of offshore, onshore and nearshore ITSM outsourcing, application development and support, IT consulting, systems integration and strategic staffing services to Fortune 1,000 enterprises around the world. The company has over 20,000 employees in 34 countries in the Americas, Europe, Africa, Australia and Asia, and over 500 clients across a broad spectrum of markets, including pharmaceutical, financial and banking services, manufacturing, telecommunications, chemical services, technology, public sector and utilities. Our global headquarters is located in Sao Paulo, Brazil with European headquarters in Brussels, Belgium, and North American headquarters in Southfield, Michigan. Stefanini offers clients the benefit of our financial stability and sustained year-over-year growth.

Since 2011, we have increased our revenue, realizing almost 200% growth rate with a Compound Annual Growth Rate of 14%.

Stefanini Service Offerings

Stefanini is an industry-recognized leader in IT outsourcing services, offering onshore, offshore and nearshore support to mid-size and large corporations globally. Our mature service offerings include IT service desk outsourcing; desktop managed services; BPO; applications managed services; SAP consulting; analytics and business intelligence consulting; mainframe modernization; mobility services; strategic staffing solutions; and business process outsourcing as depicted in the diagram below.

Service Offerings	Description of service	Years the Service

		has been provided
	Service Desk	28
	Desktop Services	28
	Asset Management	20
	Infrastructure Management	25
	Security Administration	25
	Application Services	28
	Business Process Outsourcing	25

Corporate/Business Background of Subcontractor

Note: copy and complete this section for each subcontractor proposed

Subcontractor Firm/Company Information

Firm Name	AXA Professionals, LLC
Firm Address	723 Maguire Avenue, Staten Island, NY 10309
Parent Company	AXA Professionals, LLC
Affiliates	N/A
Other Locations/ Branches (if any)	N/A

Subcontractor's Primary Contact

Name, Title	Girmen Askandar, Managing Director
Address	723 Maguire Avenue, Staten Island, NY 10309
Email Address	Grashad@axapro.com
Telephone Number	(718) 966-5205

Subcontractor Profile

Description of the company's corporate profile core business	AXA Professionals, a professional consulting firm for the information technology business. We offer a comprehensive management service made available to our clients on their terms, whether hourly, project-based or fully managed. Established in 2001, we have a ready pool of IT professionals and technical staff of diverse skills, locations and backgrounds, capable of rendering management and technical support services to clients anywhere in the United States.

	Through the years, AXA Professionals has developed a strong foundation in services ranging from IMAC support, printer support, hardware and software support to a complete cycle of IT management, network and systems design, project management, roll-out/deployment and maintenance as well as database design and development. To date, AXA Professionals' staff is currently deployed to enterprises of various sizes, under service-level terms, staff augmentation and custom arrangements most suited to our clients.
Service Offerings	

Description of service	Years the Service has been provided
Hardware/Software Support	15
Roll-out/Deployment	15
Onsite Staffing	15
Printer Support	15
Network and Systems Design	15
Project Management	15
Database Design and Development	15

Subcontractor Firm/Company Information

Firm Name	Human Capital Staffing – (HCS)
Firm Address	6001 North Adams Road, Suite 208, Bloomfield Hills, Michigan 48304
Parent Company	N/A
Affiliates	N/A
Other Locations/ Branches (if any)	N/A

Subcontractor's Primary Contact

Name, Title	Dawn Carion, Vice President
Address	6001 North Adams Road, Suite 208, Bloomfield Hills, Michigan 48304
Email Address	dcarion@hcsteam.com
Telephone Number	1-248-593-1950

Subcontractor Profile

Description of the company's	Human Capital Staffing is a workplace staffing solutions company led by a dedicated team of highly experienced staffing professionals. Human Capital Staffing provides highly matched candidates to fit the needs for each job

corporate profile core business	placement. Certifications: • Women-Owned Business - (WBENC) Certified • MMSDC - Michigan Minority Supplier Development Council • MDOT-DBE - Michigan Department of Transportation • NABA - Native American Business Alliance • WID - Women in Defense Notable Items: • Listed among Crain's Top 5 Native American Owned Companies • MMSDC Supplier of the Year Finalist
Service Offerings	

Description of service	**Years the Service has been provided**
Long term staffing	20
Contract to hire candidates	20
Direct hire candidates	20
Payroll service	20

Subcontractor Firm/Company Information

Firm Name	VITEC Solutions, LLC
Firm Address	611 Jamison Road, Suite 4104, Elma, NY 14059
Parent Company	N/A
Affiliates	N/A
Other Locations/ Branches (if any)	7010 Fly Road East Syracuse, NY 13057 5 Computer Drive W Albany, NY 12205 75 Maiden Lane, Suite 501 New York, NY 10038

Subcontractor's Primary Contact

Name, Title	Thomas Dalfonso, President and CEO
Address	611 Jamison Road, Elma, NY 14059
Email Address	tdalfonso@vitecsolutions.com
Telephone Number	716-204-9200

Subcontractor Profile

Description of the company's corporate profile core business	VITEC Solutions, with its corporate headquarters in Buffalo, New York, is a premier technology solutions provider to leading businesses, universities, and government agencies. We supply strategically critical support in the design, deployment, integration, and proactive management of IT environments. VITEC provides services to hundreds of customers throughout the Northeast with a fully dedicated team of highly trained IT professionals. Since 1982, VITEC Solutions has delivered IT solutions to support organizations throughout the Northeast. Drawing on deep industry expertise and a portfolio of solutions, VITEC blends strategic design and proven technology to proactively manage our clients' IT environments and maximize returns on their IT investments. Through our collaboration and long-term relationships, we have enabled our customers to control costs and cultivate growth, as well as achieve and sustain measurable results.

Service Offerings	**Description of service**	**Years the Service has been provided**
	Hardware Maintenance	33
	Network Infrastructure/Administration	20
	Help Desk	10
	Enterprise Engineering	20
	Remote Backup	5
	Proactive Monitoring	5
	Information Security	10

Past Performance and Experience

The Bidder shall describe its previous experience that qualifies the Bidder to provide the Services.

Bidder must have a minimum of seven (7) years of experience providing service-desk support services of similar size and scope to ITS requirements as set forth in this RFP, to entities of more than 50,000 users within the continental US. Three (3) prior engagement descriptions shall be included.

Bidder must have a minimum of seven (7) years of experience providing End User Break-Fix Support services to multiple geographic locations of similar size and scope to ITS requirements set forth in this RFP. Three (3) prior engagement descriptions shall be included.

Bidder must have a minimum of three (3) years of experience providing service of similar size and scope to ITS requirements as set forth in this RFP to Public Sector Entities. Three (3) prior engagement descriptions shall be included.

Service Desk Support Services Experience

	Engagement 1 Description
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	

End Date	[redacted]
Name of Client	
Nature of Client's business	
Description of services Provided	
Number and type of staff involved	
Engagement results and benefits delivered to the client	
Engagement budget	
Size and complexity of engagement, including the number of sites and users within the Continental US	
List of Subcontractors and their duties	

Engagement 2 Description	
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	
Number and type of staff involved	
Engagement results and benefits delivered to the client	

	[redacted]
Engagement budget	
Size and complexity of engagement, including the number of sites and users within the Continental US List of Subcontractors and their duties	

Engagement 3 Description	
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	
Number and type of staff involved	
Engagement results and benefits delivered to the client	
Engagement budget	
Size and complexity of engagement, including the number of sites and users within the Continental US List of Subcontractors and their duties	

End User Break-Fix Support Services Experience

Engagement 1 Description	
Engagement Conducted By	[redacted]

(Bidder/Subcontractor Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	
Number and type of staff involved	
Engagement results and benefits delivered to the client	
Engagement budget	
Size and complexity of engagement, including the number of sites and users within the Continental US	
List of Subcontractors and their duties	

Engagement 2 Description	
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	

Number and type of staff involved	[redacted]
Engagement results and benefits delivered to the client	
Engagement budget	
Size and complexity of engagement, including the number of sites and users within the Continental US	
List of Subcontractors and their duties	

Engagement 3 Description	
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	
Number and type of staff involved	
Engagement results and benefits delivered to the client	

Engagement budget	[redacted]
Size and complexity of engagement, including the number of sites and users within the Continental US	
List of Subcontractors and their duties	

Engagement 4 Description	
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	
Number and type of staff involved	
Engagement results and benefits delivered to the client	
Engagement budget	
Size and complexity of engagement, including the number of sites and users within the Continental US	
List of Subcontractors and their duties	

Engagement 5 Description	
Engagement Conducted By (Bidder/Subcontractor	[redacted]

Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	
Number and type of staff involved	
Engagement results and benefits delivered to the client	
Engagement budget	
Size and complexity of engagement, including the number of sites and users within the Continental US	
List of Subcontractors and their duties	

If sub-contractors are part of the Bidder's Proposal, prior engagement descriptions may include engagements conducted by the subcontractor(s). The description of Bidder's prior experience shall include information about its history working with the proposed subcontractors (e.g., nature of relationship, number of engagements worked together, duration of engagements, budget of engagement, percent split between firms).

History of working with proposed subcontractor

Number of engagements worked together:

Engagement 1 - Describe nature of relationship	Start Date	End Date	Engagement budget	Percent budget split between firms
[redacted]				[redacted]

Engagement 2 - Describe nature of relationship	Start Date	End Date	Engagement budget	Percent budget split between firms
[redacted]				[redacted]

Engagement 3 - Describe nature of relationship	Start Date	End Date	Engagement budget	Percent budget split between firms
[redacted]	[redacted]		[redacted]	

PART 3 – ENGAGEMENT APPROACH

Service Desk Support

Limit response to 10 pages

Approach to Meeting Requirements

Describe your approach to meeting Service Desk Support requirements (specified in Section 2.1) including but not limited to:

- *Key Service Elements*
- *Key Administrative Requirements*
- *Key Performance and Service Improvement Requirements*
- *Applications and Supported Services*
- *A description of your protocol for identification of problems and issues related to the delivery of services. This protocol should include designated contacts, resolution intervals, and levels of management to be utilized to correct and resolve such matters.*
- *a description of how requests received from VIP accounts will be handled.*

[redacted]

[redacted]

[redacted]

[redacted]wing diagram illustrates our delivery approach for the Level 1 IT Service Desk Support, Alert [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Approach to Meeting Service Levels

Describe your approach to meeting Service Desk service level requirements (specified in Section 3) including but not limited to:

- *a description of your reporting capabilities*
- *how you will meet or exceed the minimum SLR including detailed descriptions of how the service element is measured*

[redacted]

[redacted]

Sample Reports

- *Include sample reports for the Service Desk Support service measures specified in this RFP.*
- *Include sample reports from other recent engagements that reflect your performance for similar Service Desk Support service level requirements.*

[redacted]

[redacted]

End User Break-Fix Support

Limit response to 10 pages

Approach to Meeting Requirements

Describe your approach to meeting End User Break-Fix Support requirements (specified in Section 2.2) including but not limited to:

- *Key Service Elements*
- *Key Administrative Requirements*
- *Service Site Requirements*
- *End User Equipment Requirements*

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Approach to Meeting Service Levels

Describe your approach to meeting End User Break-Fix Support service level requirements (specified in Section 3.) including but not limited to:

- *a description of your reporting capabilities*
- *how you will meet or exceed the minimum SLR including detailed descriptions of how the service element is measured*

[redacted]

[redacted]

Sample Reports – not included in page limit

- *Include sample reports for the End User Break-Fix Support service measures specified in this RFP.*
- *Include sample reports from other recent engagements that reflect your performance for similar End User Break-Fix Support service level requirements.*

[redacted]

[redacted]

General

Limit response to 3 pages.

Describe what differentiates your services from your competitors.

[redacted]

[redacted]

Describe what strategic advantages your organization brings to the relationship.

[redacted]

Describe how you will ensure compliance with Information Technology Infrastructure Library ("ITIL") as of the Contract Start Date and will maintain such level of compliance throughout the Term.

[redacted]

Describe how you will minimize the ServiceNow licensing burden on the state.

[redacted]

Customer Satisfaction

Approach to Meeting Service Levels

Describe your approach to meeting or exceeding the Customer Satisfaction service level requirements (specified in Section 3.) Limit response to 2 pages.

[redacted]

[redacted]

Sample Recent Engagement Reports

Include sample reports from other recent engagements that reflect its performance for similar Service Desk Support service level requirements.

[redacted]

Training Plan

Approach to Meeting Requirements

Describe your approach to meeting Training requirements (specified in Section 2.4.). Limit response to 2 pages.

[redacted]

[redacted]

Start-Up Plan

The Technical Proposal shall include an initial Start-Up Plan describing the Bidder's approach to meeting the Start-Up requirements specified in Section 2.5. Limit response to 15 pages.

The final Start-Up plan will be negotiated with the Contractor and approved by ITS after award. The initial proposed Start-Up plan shall include:

- *Approach to training Contractor staff on ITS systems, processes and procedures and knowledge base articles*
- *Start-Up strategy (e.g., which services first, how many at a time, how to coordinate management and ticket handling among responsible organizations during the transition)*
- *Knowledge transfer, reverse knowledge transfer and training plans*

- *Roles and responsibilities during the Start-Up period, including Contractor and ITS staff*
- *Communications Plan including methods of communicating progress and issues, as well as recommendations on meeting frequency and attendees*
- *Escalation procedures for addressing concerns during the Start-Up period*
- *Criteria for Contractor acceptance of full responsibilities for services described in the RFP*
- *Start-Up schedule - The Start-Up plan shall include a detailed proposed Start-Up schedule to complete all of the requirements of this RFP. All critical milestones, deliverables, tasks, resources, timeframes, dependencies and the schedules' critical path shall be clearly delineated within the Start-Up project schedule. The Start-Up project shall include, at a minimum, the milestone deliverable specified in Appendix X – Milestone Deliverables. Bidders are expected to use their experience with similar projects to make recommendations on the required tasks and schedule.*

  Bidder acknowledges that any Start-Up plan negotiated between the parties shall include milestone dates. Such milestone dates shall be of the essence of the contract, as they are required for ITS to meet customer obligations for uninterrupted service.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Risk Management Plan

The Technical Proposal shall include a Risk Management Plan that clearly articulates the methods to be utilized in the identification of potential risks; the procedures utilized to predict the likelihood that a risk will occur; the methods for quantifying the potential impact to the managed service; and, the methods for development of action plans to mitigate the impact of that risk occurrence. The Bidder should include information regarding best practices and, if applicable, lessons learned during other engagements that have been incorporated into the proposed Risk Management Plan. Limit response to 5 pages.

[redacted]

[redacted]

[redacted]

[redacted]

Quality Management Plan

The Technical Proposal shall include a Quality Management Plan that describes the processes and techniques to measure, monitor and control, the quality of the services to ensure that the requirements of this RFP are met. The Bidder should include information regarding best practices and, if applicable, lessons learned during other engagements that have been incorporated into the proposed Quality Management Plan; examples of bidder cost saving proposals that were implemented during other customer engagements; and describe how Bidder reports on and ensures compliance with regulatory and privacy requirements such as CJIS Security. Limit response to 2 pages.

[redacted]

[redacted]

[redacted]

Change Management Plan

The Technical Proposal shall include a comprehensive Change Management Plan that will encompass Organizational change, within a mutually agreed upon timeframe after contract approval for ITS approval. Organizational change allows for the capture of impact to people, process, and culture, within a mutually agreed upon timeframe after contract. Limit response to 2 pages.

[redacted]

[redacted]

PART 4 - KEY PERSONNEL AND STAFFING

In this section of the Technical Proposal, Bidders should demonstrate that proposed staff have the necessary knowledge and demonstrated ability to provide the services required by this RFP. ITS reserves the right to reject any personnel proposed by Bidder and will review and approve any substitutions in staff from those proposed by the Bidder in its Proposal.

Key Personnel

The Proposal shall include experience profiles/resumes for all proposed Key Personnel (including any subcontractors) for the following roles using the format below. Limit response to 1 page per person

- *Engagement Management*
- *ITS Service Desk Management*
- *End User Break-Fix Support Services Management*

[redacted]

[redacted]

Staffing Plan

Bidders are required to complete a staffing plan that provides the following. Limit response to 5 pages.

- *A description of the strategy that will be used by Contractor to acquire human resources with the appropriate skills to staff the engagement and meet the obligations of this RFP.*
- *If subcontractors are to be used, the staffing plan shall describe the specific need for the expertise of the subcontractor and describe the contractual arrangements with the subcontractor.*
- *A description of methodologies Bidder currently uses and will use to minimize or eliminate attrition of employees.*
- *A description of the experience and actual training completed by existing staff to be assigned to the Contract*
- *A description of the training to be provided by Bidder to new hires before they are assigned to the Contract*
- *A description of whether staff will be dedicated to this engagement or shared with other engagement.*
- *A plan to notify ITS of any proposed changes for the key personnel. Include proposed procedures to replace the Key Personnel with someone possessing equal or greater qualifications if required by ITS.*
- *The staffing plan shall support End User Break-Fix Support for Standard, Priority, Secure and Emergency Services. To demonstrate to ITS that Bidder can provide the Services, Bidder shall include the following:*
    - *The location from which each End User Break-Fix support staff will be dispatched*
    - *The areas of NYS that each End User Break-Fix support staff will cover*

[redacted]

[redacted]

[redacted]

[redacted]

PART 5 - SITE VISIT FACILITY INFORMATION

ITS will conduct one (1) functional site visit to ensure Bidder can provide adequate facilities for supporting the Service Desk Support and alert monitoring requirements. It is preferred that the Bidder propose a single service desk and alert monitoring site for ITS visit. The site(s) identified by the Bidder must be a facility that is representative of the type of facility or facilities that it is proposing to use to perform the work of the scale and scope required by this RFP. Provide the following details about your facilities and limit response to 3 pages.

[redacted]

[redacted]

[redacted]

Attachment 19 - Requirements Verification and Traceability Matrix

Bidder is instructed to complete Attachment 19 to verify its ability to meet the business requirements, and identify what section and page of its proposal (completed Attachment 18) addresses each requirement. Enter a response code from the list below :

Response Code	Description
Yes	*Proposed solution meets the requirement*
No	*Proposed solution does not meet the requirement*

If the Bidder's entry to the "Response Code" column requires explanation or clarification, the explanatory text must be provided in the "Comments" column.

The Bidder must reference the location in the Engagement Approach narrative that describes how it satisfies the requirement.

RFP Section	Requirement	Bidder's Response			
		Response Code (Yes/No)	Proposal Section/Para	Proposal Page #	Comments
2.1	**Level 1 IT Service Desk Support** The primary function of the Level 1 IT Service Desk is to serve as the entry point, or Single Point of Contact (SPOC), for Incidents, service requests and technical problems experienced by NYS ITS End Users. **Key Service Elements will include:** **General**				
	1. Contractor will, and will cause any Subcontractors to, perform all Services in compliance with the then-current version of the Information Technology Infrastructure Library ("ITIL").	[redacted]			
	2. Contractor will ensure that it is assessed as compliant with ITIL as of the Contract Start Date and will maintain such level of compliance throughout the Term.				
	3. Upon ITS request, Contractor will provide ITS with evidence of compliance with such ITIL Standards.				
	4. Single Point of Contact (SPOC) for service desk support calls for IT-related Issues				
	5. Access via a no-fee telephone access (1-800 or an internal 518 number if calls originate from an on premise State telephone system). The Contractor must provide a SPOC call-in access telephone number dedicated to this contract for all service desk Services described in this RFP for all the ITS customer sites.				
	6. Service desk coverage provided 24x7x365 days per year				
	7. Record callers' information into the Service Management System, document the details of the Incident and Service Requests (i.e.; need a new phone, move from desk A to B, new employee onboarding etc.,) in ticket accurately, document the diagnostic steps performed when troubleshooting the Issue, and assist the user with resolution using existing procedures and documentation.				
	8. For all Incidents resolved by the Contractor, Contractor must document the resolution steps and close the incident (via ServiceNow) in less than 10 minutes following Incident Resolution, for Level 1 and Level 2 Break-Fix incidents.				
	9. The Contractor must record and redirect out-of-scope Incidents and Service Requests to ITS support group. See Table 2 – End User Support Responsibility Matrix.				
	Phone System				
	10. The Contractor must select and implement voice communications (e.g. IVR, ACD) software and hardware needed to collect the necessary information in order to document the Service Requests and Incidents received by the service desk.				

RFP Section	Requirement	Bidder's Response			
		Response Code (Yes/No)	Proposal Section/Para	Proposal Page #	Comments
	11. Automatic call-back system				
	Incident 12. Assign severity levels to Incident based on the definitions provided by ITS. Examples of severity levels of Incidents are shown in Table 1. ITS reserves the right to mandate the severity level assigned to any given Incident.				
	13. Provide initial incident determination and Level 1 support incident resolution for End User devices including desktop, laptop, mobile, phones and video conferencing devices, business applications identified by ITS, third-party applications (COTS products such as Microsoft Office Suite, Cisco collaboration tools, Adobe etc.,) and provide basic support for network connectivity including wireless where available as directed by ITS knowledge articles. See Appendix L for details about historical incidents.				
	14. The Contractor must resolve Incidents using remote-control capability for troubleshooting and incident resolution purposes, when possible, implement corrective actions to resolve Incidents including implement patches for known errors. If Resolution is not possible, escalate per the escalation procedures.				
	15. Route incidents that are not First Contact Resolvable to the Contractor's End User Break-Fix support staff or NYS ITS staff, depending on the nature of the Incident or Service Request. See Appendix S.				
	16. Prior to handing off out-of-scope Incidents and Service Requests to the ITS support group, the Contractor must verify workstation connectivity to application or service.				
	17. Record any updates or modifications on Incidents and Service Requests until it is closed.				
	VIP 18. The Contractor must provide a VIP support process. All interactions with Employees designated as VIPs in ServiceNow shall be directed to senior call handlers and reviewed by ITS Service Desk Management.				
	Alert Monitoring 19. On a 24x7x365 basis monitor pre-defined dashboards, provided via 6 individual monitoring systems for the purpose of initiating incidents to NYS resolver groups for proactive systems management. The monitoring systems will capture critical health indicators of NYS IT Infrastructure components including network, servers, storage, and telecommunication.				
	20. Appendix R is a sample guide of one of ITS' monitoring procedures currently in use.				
	21. The Contractor will access NY State owned monitoring systems using virtual desktop connections and tools provided by NYS.				
	22. The current alert monitoring tools include: Prime, OpenNMS, Zenoss, email, IBM Tivoli Omnibus Console and Microsoft SCOM console. The list of monitoring tools are subject to modification during the entire length of the Contract.				
	23. The Contractor must ensure the quality of alert incident reporting by minimizing instances of incorrect Alerts (for example, alert incidents assigned to the wrong Assignment Group and/or on the wrong categorization, and scheduled outages).				
	Knowledge Base 24. Collaborate with NYS ITS to promote and enrich the Knowledge Base and the procedures required to manage the service desk				
	Password Reset 25. Password Resets for End Users				
	26. NY.GOV.ID Password Resets for citizens				

RFP Section	Requirement	Bidder's Response			
		Response Code (Yes/No)	Proposal Section/Para	Proposal Page #	Comments
	Mobile Device Support				
	27. Level 1 support for both iPhone and Android devices				
	28. Mobile devices will be supported in the following manner: A. Mobile device connection to the Mobile Device Management software and the NYS Appstore B. Connectivity to email and other collaboration tools from mobile devices C. How To documentation / knowledgebase articles for native email, calendar, O365, Cisco collaboration suite, virtual desktop and other applications D. Remote device password reset and device disablement for lost / stolen devices				
	Quality Control 29. Customer Satisfaction Survey/Report - Currently, ITS conducts periodic Customer Satisfaction surveys to find out how customers rate Services and support provided; ascertain factors that contribute to Customer Satisfaction or dissatisfaction; and to give customers a voice to influence IT Services priorities and potential initiatives. ITS and the Contractor will review survey results and the Contractor must identify process improvements based on survey results.				
	30. The Contractor must provide ITS staff the ability to remotely monitor Contractor Service Desk agent calls (sometimes referred to as "service observe") for quality assurance audit purposes.				
	Service Level Metrics				
	31. The Contractor must track/manage/report service levels against the SLR attainment metrics.				
	32. The Contractor should provide suggestion on how levels of service can be improved.				
	Translation Services 33. In compliance with Executive Order 26 and State policy to provide language access to public services and programs, the Contractor will provide translation services for the top 6 non-English speakers languages. During the past year ITS provided translation services for Chinese, Creole, Italian, Korean, Russian and Spanish languages for a total of 37 calls / 385 minutes.				
	<u>Key Administrative Requirements</u> **General**				
	34. The Contractor must provide and maintain recommended Service Desk Operations and Administration procedures for review and approval by ITS.				
	35. The Contractor must provide and maintain Service Desk Remote Device and Software Management procedures in the Standards and Procedures Manual for review and approval by ITS.				
	36. The Contractor must record, categorize, prioritize and log all Issues in ServiceNow.				
	37. The Contractor must answer calls using the ITS approved scripts.				
	38. The Contractor must host this service at the Contractor's location within the continental US.				
	39. All contract Milestone Deliverables must be submitted and accepted on the Deliverable Acceptance Form (Attachment W).				See Attachment W
	Staff Skills				
	40. The Contractor must also provide Service Desk Management.				
	41. The Contractor must answer service desk calls/email messages/chat professionally and courteously in a timely manner, consistent with SLR attainment metrics.				

RFP Section	Requirement	Bidder's Response			
		Response Code (Yes/No)	Proposal Section/Para	Proposal Page #	Comments
	42. The Contractor must establish training programs to orient Contractor staff on ITS mission, vision and values.		[redacted]		[redacted]
	43. The Contractor must provide appropriately skilled staff to meet the service level requirements specified in this RFP.		[redacted]		
	44. The Contractor must provide expert assistance for inquiries about the features, functions, and usage of hardware and software.		[redacted]		
	Tools 45. The Contractor will use ServiceNow to document users' Issues; monitor work queues; open, update and close tickets. The Contractor Service Desk staff will use ServiceNow licenses provided by ITS.		[redacted]		
	46. Before award of the contract ITS will enable remote support to all End Users' devices across the Enterprise using standard tools like SCCM, VDI, and RDP. Additionally, service desks also use other tools for enterprise management of endpoint devices, including SCCM for desktops, and MDM for mobile devices.		[redacted]		
	Communication 47. Communicate with users any ITS-scheduled downtimes, existing problems, or other types of Issues where users should be notified using ServiceNow, or the Contractor's IVR. The Contractor is also responsible for updating the IVR with information about any major outage, as directed by ITS.		[redacted]		[redacted]
	Escalation Protocol 48. The Contractor must establish a detailed protocol for identifying concerns related to the delivery of Services. This protocol should include designated contacts, resolution intervals, and levels of management to be utilized to correct and resolve such matters.		[redacted]		
	49. The Contractor must maintain and provide escalation contact list(s) for all of the Contractor Service Areas (including Third Parties such as vendors and service providers).		[redacted]		
	Key Performance & Service Improvement Requirements 50. The Contractor must maintain a continuous improvement program that improves services.		[redacted]		
	51. The Contractor must identify solutions that minimize the need to call the service desk (e.g., additional End User training, Self-Help Support opportunities).		[redacted]		

RFP Section	Requirement	Bidder's Response			
		Response Code (Yes/No)	Proposal Section/Para	Proposal Page #	Comments
	52. The Contractor must document solutions to Resolved Incidents and provide feedback for continuous improvement of the knowledge articles.				
2.1.1	**Applications and Supported Services**				
	53. Contractor will log, diagnose, resolve, and refer Issues to appropriate ITS resolver groups when required. In cases where the call is not First Contact Resolvable, Secondsecond, and Third third Tier level ITS Support specialists will address and resolve the Incident.				
	54. Contractor shall be required to provide Level 1 support to all applications, software and processes utilized by End Users and citizens. Support includes all upgrades, enhancements, new versions and replacement applications for each of the ITS supported applications.				
2.2	**Level 2 End User Break-Fix Support** The primary function of Level 2 End User Break-Fix Support is to provide on-site Break-Fix support for End User equipment. The Contractor will respond to an Incident request and dispatch technicians to repair or replace the defective equipment according to ITS approved procedures and guidelines. **Key Service Elements include, but are not limited to, the following:** **General**				
	1. Meet the Service Site requirements for Break-Fix support as detailed in Section 2.2.1				
	2. Support printers in a network environment, including Plotters, MFD and MFP equipment..				
	3. Level 1 support of Specialty Applications and associated hardware used by End Users.				
	Activity				
	4. Assist End Users with technical support of desktop computers, applications, peripherals, and related technology.				
	5. Document the details of the End User Issue accurately, document the diagnostic steps performed when troubleshooting any Incident, and assist the user with resolution using existing procedures and documentation.				
	6. Use ServiceNow to document users' Issues; monitor work queues; and open, update, and close tickets.				

RFP Section	Requirement	Bidder's Response			
		Response Code (Yes/No)	Proposal Section/Para	Proposal Page #	Comments
	7. Verify the End User is logged in using their Active Directory (AD) credential and their device images are appropriately installed using the imaging software via Microsoft SCCM.				
	8. Verify workstation connectivity to application and obtain End User acceptance and sign off that confirms the custody of the new equipment and that the user is fully operational.				
	Asset Management				
	9. Maintain an End User equipment inventory in the Asset Tracking System that is part of ServiceNow.				
	10. Maintain and safeguard End User equipment per the requirements specified in section 2.2.2				
	11. Verify that all records (e.g., inventory, asset and configuration management records) are updated to reflect resolution of Incidents /fulfilled Service Requests.				
	Key Administrative Requirements 12. The Contractor must establish a detailed protocol for identifying concerns related to the delivery of Services. This protocol should include designated contacts, resolution intervals, and levels of management to be utilized to correct and resolve such matters.				
	13. It is expected that all the Incidents that are directed to the Contractor End User Break-Fix Support staff for dispatch will be managed through ServiceNow.				
	14. For occasions where voice communications are required, the Contractor must provide ITS with a phone number for use 24x7x365 to access the Contractor's maintenance organization for dispatch, clarifications, and status updates. Assigned Contractor Staff must carry cellular (mobile) phones, at Contractor's expense.				
	15. The Contractor must interact directly with the End User or their designee to provide documentation, status updates, and resolutions.				
2.2.1 Service Site Requirements	The Services required have different service requirements, based on the type of site supported. **Standard Site Support**				

RFP Section	Requirement	Bidder's Response			
		Response Code (Yes/No)	Proposal Section/Para	Proposal Page #	Comments
	16. Coverage is required for on-site installation and repair services by a trained Break-Fix Technician, Monday through Friday, 7:00 AM to 5:00 PM ET (NYS Business Hours), excluding NYS holidays. You may access a list of NYS Holidays at http://www.cs.ny.gov/attendance_leave/2015_legal_holidays.cfm.				
	17. The Contractor may be requested for dispatch during off hours. The Contractor must provide an off-hours contact number to be utilized in emergency situations outside of NYS Business Hours.				
	18. Contractor staff member must respond to the Incident contact person by phone or email within 4 hours of receipt of the Incident to acknowledge receipt and convey the expected technician arrival time.				
	19. The Break-Fix Technician must be onsite for Incident that require dispatch by the next business day for locations within a 50-mile radius of a major city limit. (Major NYS cities are: Albany, Syracuse, Rochester, Buffalo, NYC, and Long Island.)				
	20. For other locations, the dispatched Break-Fix Technician must be onsite within 2 business days of the dispatch request.				
	21. The response/repair time requirements for Break-Fix Services are intended to ensure optimal productivity from installed equipment by minimizing downtime. This is an especially critical factor in locations where back-up equipment is not readily available.				
	Priority Site Support 22. Priority sites must be supported 24 x 7. Priority sites are listed in Appendix I.				
	23. Within such hours of service availability, the Contractor must be on-site and must complete the necessary repairs within four (4) clock hours from receipt of a call from the service desk requesting Break-Fix Services.				
	ITS reserves the right to add or remove sites from the priority off-hours list, with 30 calendar days' advance notice to the Contractor. The total of priority sites will not increase by more than five over the life of the contract unless agreed by the Contractor. **Secure Site Support** There are strict guidelines for anyone entering a Secure Facility. For example, Contractors need a gate pass, and all support staff will need a Department of Corrections and Community Supervision (DOCCS) issued note allowing them into a facility with less than 24 hours' notice and will be required to have a security escort at all times inside a Corrections Facility. No cell phones, air cards, or "contraband" will be allowed. Staff are only allowed to bring in an ITS-issued laptop if pre-approved. The Contractor will be provided with a list of secure sites and any additional applicable security requirements. These sites may take additional time to get into and out of.				
	24. The Contractor will be required to support Secure Sites, such as prisons and certain mental health facilities throughout the state on a 24x7 basis.				

RFP Section	Requirement	Bidder's Response			
		Response Code (Yes/No)	Proposal Section/Para	Proposal Page #	Comments
	25. The Contractor must provide a list of all tools being brought into the Corrections Facility.	[redacted]			
	Emergency Support				
	26. Contractor must provide Emergency On-site Support Services 24x7 for the duration of a declared emergency at any ITS designated emergency operations centers, including providing End User equipment provisioning/configuration and tracking, End User Support, on-site maintenance, repair and troubleshooting services.				
	27. ITS will provide Contractor twelve (12) hour advance notification, when possible. However, some disasters and emergencies may require immediate dispatch of Contractor staff. Shifts are typically 8 AM to 8 PM and 8 PM to 8 AM during the emergency.				
	28. Contractor staff must utilize the ServiceNow system for progress entries, transfers, and ticket closure operations.				
2.2.2	**End User Equipment – Requirements**				
	Equipment Storage				
	29. The Contractor shall be required to store and install equipment purchased, and pre-configured by ITS, as necessary during the term of the Contract.				
	30. The Contractor must maintain adequate inventory by region to meet the SLR's. Prior to commencement of Services, Contractor is required to implement adequate replenishment re-order points, controls and procedures that will provide adequate lead time for ITS to procure, image and deliver equipment and any ITS and/or State chain-of-custody requirements.				
	31. The Contractor must take commercially reasonable measures to safeguard all New York state property from loss, destruction, or other damage before it is delivered into the possession of ITS, and will be liable to ITS for the loss, destruction, or damage of any equipment that is attributable to Contractor or its staff or subcontractors.				
	32. Contractor, at its sole expense, must safeguard each piece of equipment delivered to the Contractor and shall bear the risk of loss thereof until the item has been completely installed by the Contractor and accepted by the NYS End User in writing. Upon acceptance, the risk of loss shall pass to New York State.				

RFP Section	Requirement	Bidder's Response			
		Response Code (Yes/No)	Proposal Section/Para	Proposal Page #	Comments
	Subject to any applicable limitations set forth in Appendix A, The State reserves the right to audit and/or review its assets provided to the Contractor to assess the quantity, condition, etc. of those assets. Contractor will be informed within a reasonable period of time in advance of such audits. However, the State reserves the right, in its sole discretion, to conduct unscheduled, on-site visits if it is deemed to be in the best interests of the State.				
	Removal of Old Equipment				
	33. Contractor shall be solely responsible and liable for the safety and security of any ITS equipment removed from a site and for any data contained therein, at Contractor's cost and expense until such equipment is returned to ITS in accordance with ITS instructions.	[redacted]			
	34. The Contractor must take commercially reasonable measures to safeguard all New York state property from loss, destruction, or other damage before it is delivered into the possession of ITS, and will be liable to ITS for the loss, destruction, or damage of any Equipment that is attributable to Contractor or its staff or subcontractors. Prior to commencement of Services, ITS will provide Contractor with any applicable additional processes and procedures for the pickup, handoff, and delivery of Equipment and any ITS and/or State chain-of-custody requirements.	[redacted]			
	Equipment/Asset Inventory Requirements	[redacted]			
	35. The Contractor staff must maintain the End User equipment asset inventory in ServiceNow for any Break-Fix replacements and returns.	[redacted]			
	36. In addition, the Contractor must provide supporting documentation, (e.g. ServiceNow) for Break-Fix Services that includes the following information: • Ticket Number • Date and Time • Site ID • Site Name • Agency Location Code (if applicable) • Site Address • Organization/Agency Name • Equipment Type (e.g., Desktop, Printer) • Equipment Model • Equipment ID • Serial Number • IP Address • Asset Tag Number (if applicable) • Program Number • Cost (if applicable) • PO # (if applicable) • Status • User name (if applicable)	[redacted]			
2.3	**Background Check Requirements**				
	37. Contractor must ensure that all employees that perform services under this Contract undertake and complete a full New York State Police fingerprint background investigation process, which will include a federal criminal justice site security check, as required by ITS or NYS law, rules and regulations prior to placement at ITS. Any costs associated with the background checks, including related travel, will be borne by Contractor.	[redacted]			
2.4	**Training Requirements**				
2.4.1	**NYS Mandated Training**	[redacted]			

RFP Section	Requirement	Bidder's Response			
		Response Code (Yes/No)	Proposal Section/Para	Proposal Page #	Comments
	38. Contractor employees that provide services under the Contract must complete annual NYS mandated training courses. All mandated courses are available online from the Statewide Learning Management System (SLMS) using a web browser interface. The courses that are currently required will take approximately eight (8) hours, in total, to complete and include: • Right to Know • Privacy and Security of Health Information • Internal Controls • Cyber Security Information and Security Awareness (separate or combined training will include content regarding compliance with the requirements of CJIS) • Equal Employment Opportunity: Rights and Responsibilities • Sexual Harassment in the Workplace • Prevention of Violence in the Workplace • Code of Conduct There is no charge to the Contractor for NYS-provided training, although the staff hours to attend the training is the responsibility of the Contractor. The content and quantity of mandated training courses may change over the course of this contract and will be communicated by ITS to the Contractor.	[redacted]	[redacted]		
2.4.2	**Additional Training**	[redacted]			
	39. The Contractor will be required to provide its employees with training required to maintain and update proficiency with new technologies and applications throughout the contract term at the Contractor's expense.		[redacted]		
2.5	**Startup Period Requirements** The Startup Period shall be 90 days following the approval by the State Comptroller. During the Startup Period, **the Contractor must:**				
	40. Present a detailed 90 day Start-Up plan, within the first seven (7) days of the Start-up period that supports the smooth and non-disruptive transition of L1 service desk and L2 Break-Fix services from ITS to the Contractor		[redacted]		
	41. Establish and finalize operational procedures and guidelines, in working closely with ITS. Examples of items to be addressed include establishing call priority levels, call categories, appropriate points of contact for all second and third level support for calls outside of Contractors responsibility, establish VIP caller list and escalation procedures				
	42. Develop a consolidated business calendar that provides a window of events during a calendar year that would generate more than normal call volumes. This may include events such as tax filing season, budget season, relocation of staff etc.,				
	43. Process for the Contractor to be notified through the ITIL Change Management process of infrastructure updates/changes, introduction of new software or tools that may impact the call volumes				

RFP Section	Requirement	Bidder's Response			
		Response Code (Yes/No)	Proposal Section/Para	Proposal Page #	Comments
	44. Review and suggest updates to initial Knowledge Base articles for all standard COTS tools, customized and proprietary based business applications for level 1 service desk support requirements		[redacted]		Stefanini's delivery model will have dedicated Knowledge Specialists who will work closely with the Service Desk and ITS to create, review and approve relavant knowledge to improve the efficiency of the Service Desk as well as promote self service.
	45. Develop and gain approval on reporting formats, data sources and transmission channels to meet the requirements outlined in section 3.1 1	[redacted]			
	46. Review, refine and finalize the Start-Up Plan. Bidders must propose their initial Start-up plan and schedule as described in Section 6.2.1.3 of this RFP.				
	47. Train and acquaint the Contractor service professionals with the tools and systems and transition from the current service model to the new Contractor provided services including both knowledge transfer and reverse knowledge transfer.				
	48. Request and validate required system access and authorization to perform the Contractor proposed services				
	49. Validate and finalize baseline for call volumes, document technical environments supported, supported business applications etc.				
	50. At the end of the Start-Up Period the Contractor is expected to be fully functional on the 91st day following the approval by the State Comptroller and begin capturing the performance metrics listed in Section 3.				
	51 Reserved				
2.6	**Stabilization Period Requirements**				
	The Stabilization period shall commence on the 91st day and end on the 180th day following the approval by the State Comptroller. During the Stabilization period, **the Contractor must:**				
	52. Be fully operational and follow the operational procedures and guidelines established during the Start-Up period				
	53. Collect and report on the performance metrics and SLR's and provide Service Level Compliance information on the Service Level Requirements listed in Section 3. The format and other details will be agreed upon during the Start-Up period.				
	54. Provide service fully compliant with ITIL level 3.				
2.7	**End User Support Responsibility**				
	The list below represents some areas that are critical for the initial and ongoing success for the delivery of End User support services. ***This list is not intended to be an all-inclusive list and Contractor must ensure all Contractors responsibilities are identified during the Start Up period, which will last 90 days starting on the approval of the contract by the State Comptroller.***				

RFP Section	Requirement	Bidder's Response			
		Response Code (Yes/No)	Proposal Section/Para	Proposal Page #	Comments
SECTION 3- Service Level Requirements, Credits for Non–Performance, Fairbacks and Reporting Requirements					
	1. The Contractor must meet or exceed the Service Level requirements (SLRs) outlined in this section. The SLR Credit is measured within a window of each 12 months beginning with the Steady State. Table 3 – SLRs includes a list of (A) Service Measures, (B) SLR Measurement (C) Minimum Service Level per 12-month calendar period (D) Service Level Credit % of "At Risk" amount.	[redacted]			
3.1.1 Service Desk Reporting					
	All reporting requirements will be driven from ServiceNow, which will be the system of record for all Services delivered by the Service Desk. Summary and real-time data should also be accessible to ITS for ad-hoc and on-demand reporting.	[redacted]			
	2. The Contractor must provide Service Desk reports on a daily, weekly, monthly and annual basis				
	3. In addition to Incident reports, the Contractor will also provide and distribute reports for operational performance metrics from Contractor's ACD system.				
	4. The Contractor will create and deliver custom reports from the data that is available in ServiceNow and other systems under Contractors control and used to perform the Services set forth here in this document as requested by ITS.				
	5. The Contractor will create and deliver any additional reports requested by ITS as agreed upon by Contractor and ITS.				
3.1.2 Performance Reporting					
	6. The Contractor must provide monthly reports to ITS that describe the Contractor's performance in all the elements of the SLR in the format provided in Appendix C.				
	7. Contractor agrees to provide written monthly reports to ITS, by the 7th calendar day of each month, regarding compliance for each SLR Measurement as follows: • Statistics on Contractor's monthly actual and projected invoice amounts for Service Desk and Break-Fix End User Support Services; and • Statistics on Contractor's actual monthly performance; • Remediation plans for any areas of performance where SLR(s) have not been achieved. Appendix C will automatically calculate: • Average Performance 12-month period to date; • Sum of actual and projected invoices for reporting period; and • Sum of Service Level Credits tentatively due to ITS for Service-Level Defaults; subject to the maximum "At Risk" Amount.				
	8. Within fifteen (15) business days after the end of the 12-month period, Contractor shall provide a written report to ITS for each SLR Measurement as follows: • Statistics on Contractor's monthly actual and projected invoice amounts for Service Desk and Break-Fix End User Support Services; and • Statistics on Contractor's actual monthly performance; • The sum of Unrelieved Service Level Credits due to ITS for Service-Level Defaults during the 12-month period; subject to the maximum "At Risk" Amount; and • Remediation plans for any areas of performance where SLR(s) have not been achieved.				
	9. In addition, Service Levels Reports for all service measures must be available at least daily. ITS prefers a solution that provides access to the Contractor's Call Management System for real time and historic reporting, with both standard and custom report functionalities.				
3.1.3 Status meetings					

RFP Section	Requirement	Bidder's Response			
		Response Code (Yes/No)	Proposal Section/Para	Proposal Page #	Comments
	Contractor further agrees, at a minimum to: 10. Meet monthly with ITS to review service level performance and ensure that it is consistent with the scope of the requirements, and prepare a report of any remedial action required.	[redacted]			
	11. Meet quarterly with ITS Management to review service performance over past quarter review service trends and reporting measures, review action items and resolution, identify opportunities and areas for improvements				

Attachment 20: Extraneous Terms Template

RFP C000382-ITS Service Desk Support and End User Break-Fix Support Services

In compliance with RFP §5.29, *Extraneous Terms*, the Bidder shall identify all proposed extraneous terms using the table below in accordance with the following instructions:

INSTRUCTIONS:

RFP Page, Section & Paragraph Reference

The Bidder must state the RFP page number, section and paragraph number for each requirement that the Bidder proposes to modify. The Bidder must insert the nature of the proposed change and its impact on the Requirement.

Description of RFP Requirement

The Bidder must insert a concise description of the RFP requirement the Bidder proposes to modify.

Type of Proposed Modification

Select a one-word classification of the proposed modification from the list in the table below.

Description of Proposed Extraneous Term(s)

Describe the impact of the proposed modification/extraneous term.

Impact on RFP Requirement

Explain whether and how the change would benefit the State. If there is a corresponding impact on the Administrative, Technical, or Cost Proposal(s), that impact should be explained with reference(s) to the specific sections that may be affected.

Attachment 20: Extraneous Terms Template

RFP C000382-ITS Service Desk Support and End User Break-Fix Support Services

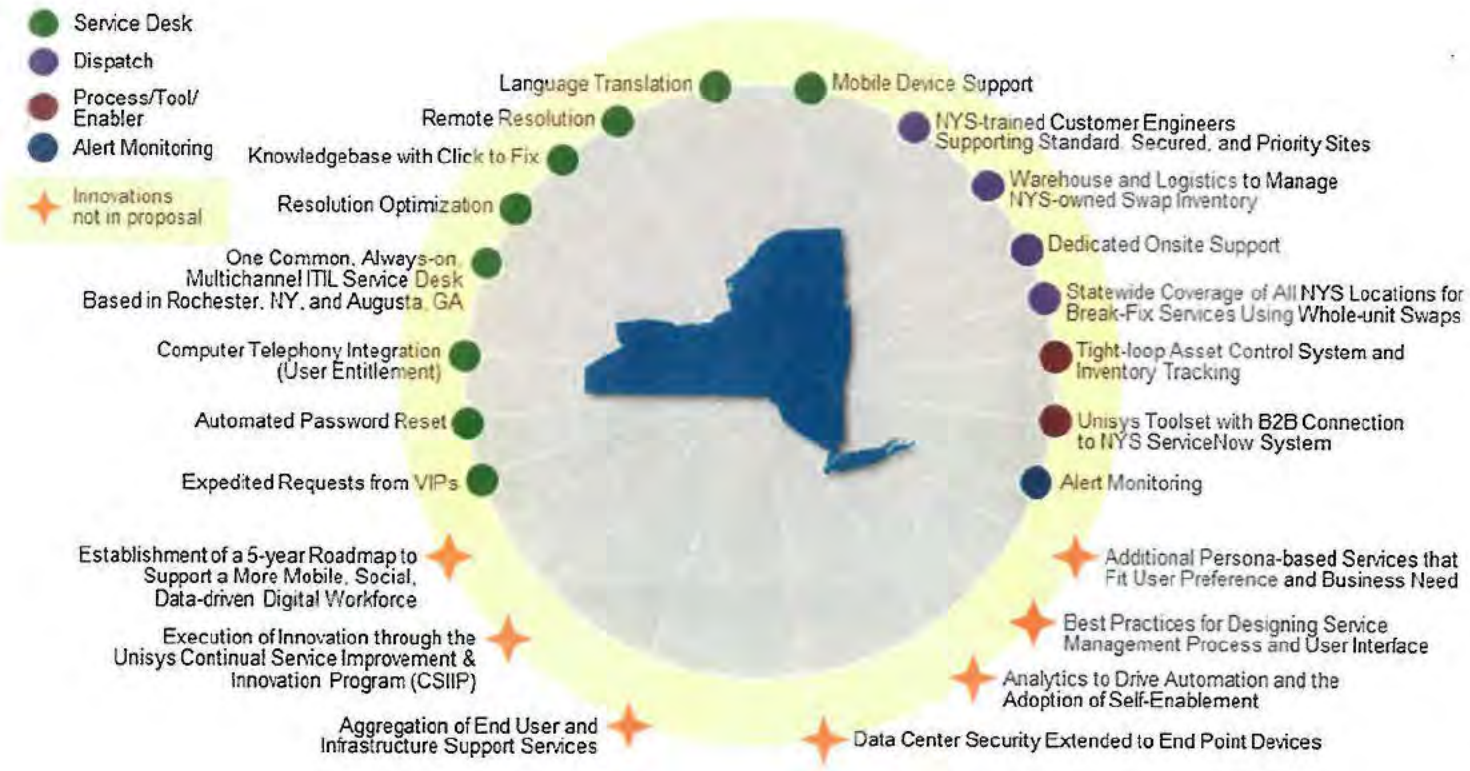
EXTRANEOUS TERM(S)			
No.	RFP Page, Section & Paragraph Reference	Description of RFP Requirement	Type of Proposed Modification
1.			☐ Additional; ☐ Supplemental; ☐ Equivalent ☐ Alternative
Description of Proposed Extraneous Term(s):			
Impact on RFP Requirement:			
No.	RFP Page, Section & Paragraph Reference	Description of RFP Requirement	Type of Proposed Modification
2.			☐ Additional; ☐ Supplemental; ☐ Equivalent ☐ Alternative
Proposed Extraneous Term(s):			
Impact on RFP Requirement:			
No.	RFP Page, Section & Paragraph Reference	Description of RFP Requirement	Type of Proposed Modification
3.			☐ Additional; ☐ Supplemental; ☐ Equivalent ☐ Alternative
Proposed Extraneous Term(s):			
Impact on RFP Requirement:			

State of New York
Office of Information Technology (ITS) Competitive

Procurement for:
RFP C000382 ITS Service Desk Support and End User Break-Fix Support Services

Unisys Corporation

February 19, 2016



UNISYS

Attachment 01 – Proposal Checklist

SECTION 1 - NY STATE OFFICE FOR INFORMATION TECHNOLOGY SERVICES (ITS)

SECTION 2 - ITS SERVICE DESK SUPPORT AND END USER BREAK-FIX SUPPORT SERVICES

Support RFP #C000382

RFP Attachment 1 – Proposal Checklist

ATTACHMENT 1 – PROPOSAL CHECKLIST

Checklist Item	Page # in Submission
☐ Submitted before the deadline established in the RFP and includes:	
☐ Financial/Administrative Proposal	X
☐ Six (6) appropriately labeled original paper copy sets of the Financial/Administrative Proposal	X
☐ Each hard copy of the Financial/Administrative Proposal should include a cover sheet labeled "Financial/Administrative Proposal," and be labeled with the official name of the Bidder's organization, the name of the RFP, and the number of the RFP. (If any part is submitted in a loose-leaf binder, this information should appear on the spine of the binder as well.)	X
☐ Two (2) corresponding searchable electronic media copies on USB 2- or 3-compliant Flash Drives labeled "Vendor name RFP# C000382 – Fin./Admin."	X
Each Financial/Administrative Proposal includes:	X
☐ Completed and Signed "Attachment 1 - Proposal Checklist"	1-1
☐ Completed, signed and notarized by Primary Contractor: Vendor Responsibility Questionnaire For-Profit Business Entity Note: Submit either paper copy or proof of online submission. (Attachment 3)	3-1
☐ Completed, signed and notarized by <u>each and every</u> Subcontractor that is expected to receive income valued at $100,000 or more over the term of the agreement: Vendor Responsibility Questionnaire For-Profit Business Entity Note: Submit either paper copy or proof of online submission. (Attachment 3)	3-1
☐ Completed and signed "Attachment 4 – NYS Required Certifications"	4-1
☐ Completed "Attachment 5 – Encouraging Use of NYS Businesses in Contract Performance," along with any supporting documentation	5-1
☐ Completed, signed, and notarized "Attachment 6 - Contractor Certification to Covered Agency, ST-220-CA"	6-1
☐ Completed "Attachment 7 - Bidder Firm Information"	7-1
☐ Completed and signed "Attachment 8 – Financial Proposal Workbook"	8-1
☐ Completed and signed EEO 100 – Equal Employment Opportunity Staffing Plan (Attachment 9)	9-1
☐ Completed and signed MWBE 100 - MWBE Utilization Plan (Attachment 10)	10-1
☐ Workers' Compensation Requirements under WCL § 57: Completed Workers Compensation Coverage Form (Attachment 11): • 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 • SI-12 (Affidavit Certifying That Compensation Has Been Secured): Board-approved self-insurers must obtain this form from Board's Self-	11-1

Insurance Office OR • GSI-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.	
☐ Disability Benefits Requirements under WCL § 220(8): Completed Disability Benefits Coverage Form (Attachment 11): • 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 • 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.	11-1
☐ Completed, signed and notarized Confidentiality and Non-Disclosure Agreement (Attachment 12)	12-1
☐ Completed, Signed, and Notarized Firm Offer Letter and Conflict of Interest Disclosure (Attachment 13)	13-1
☐ Completed "Attachment 15 - Lobbying Forms All-in-One" • Completed and signed Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b) • Completed and signed Offerer Disclosure of Prior Non-Responsibility Determinations	15-1
☐ Completed "Attachment 20- Extraneous Terms Template" (if applicable)	20-1
☐ Completed-"Attachment 21- Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement (Form # 4)"	21-1
☐ Technical Proposal	X
☐ Twelve (12) bound appropriately labeled original paper copy sets of the Technical Proposal (one of which must contain original notarized signatures)	X
☐ Each hard copy of the Technical Proposal should include a cover sheet labeled Technical Proposal," and labeled with the official name of the Bidder's organization, the name of the RFP, and the number of the RFP. (If any part is submitted in a loose-leaf binder, this information should appear on the spine of the binder as well.)	X
☐ Two (2) corresponding searchable electronic media copies on USB 2- or 3-compliant Flash Drives labeled "Vendor name RFP# C000382 – Technical"	X
☐ Completed and Signed "Attachment 1 – Proposal Checklist"	A1-2
☐ Completed, Signed, and Notarized "Attachment 13 - Firm Offer Letter and Conflict	A13-1

of Interest Disclosure"	
☐ Completed "Attachment 17 - Mandatory Eligibility Qualifications Form"	A17-1
☐ Completed "Attachment 18 – Technical Proposal Form"	1-1
Part 1 - Technical Proposal Overview includes:	1-1
☐ Executive Summary	1-1
☐ Comprehensive Table of Contents	1-3
Part 2 - Bidder's Experience includes:	2-1
☐ Corporate/Business Background Information of Primary Bidder	2-1
☐ Corporate/Business Background Information of Subcontractor	2-2
☐ Past Performance and Experience	2-6
☐ History of Working with Proposed Subcontractor	2-22
Part 3 - Engagement Approach includes:	3-1
☐ Proposed Approach for ITS Service Desk Support	3-1
☐ Proposed Approach for End User Break-fix Support	3-1
☐ General	3-56
☐ Customer Satisfaction	3-59
☐ Training	3-62
☐ Start-Up Plan	3-64
☐ Risk Management Plan	3-79
☐ Quality Management Plan	3-84
☐ Change Management Plan	3-86
Part 4 - Key Personnel and Staffing includes:	4-1
☐ Key Personnel Resumes	4-1
☐ Staffing Plan	4-1
Part 5 – Site Visit Facility Information includes:	5-1
☐ Site Visit Facility Information	5-1
☐ Completed "Attachment 19 - Requirements Verification and Traceability Matrix"	A19-1
☐ Completed "Attachment 20- Extraneous Terms Template" (if applicable)	A20-1
☐ No cost data is included in the Technical Proposal	X

* Should there be a discrepancy between the electronic media and the original hard copy, the hard copy takes precedent.

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

Authorized Signature:	Date: **2/18/2016**
Print Name and Title: **Naren Patel, Vice President**	
Company represented: **Unisys Corporation**	

Attachment 03 – Vendor Responsibility Questionnaire (AC03290S) Primary Vendor and Subcontractors

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

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

COMPLETION & CERTIFICATION

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

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

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

DEFINITIONS

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

RESPONSES

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

REPORTING ENTITY

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

ASSOCIATED ENTITY

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

STRUCTURE OF THE QUESTIONNAIRE

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

NYS Vendor ID: !Undefined Bookmark, VENDORID

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

I. LEGAL BUSINESS ENTITY INFORMATION

Legal Business Entity Name* A+ Consulting, Inc.	[redacted]
Address of the Principal Place of Business (street, city, state, zip code) 400 Andrews St., Suite 210 Rochester NY 14604	New York State Vendor Identification Number [redacted] Telephone 585-232-8480 ext. / Fax 585-232-8482
Email hector@aplustechnical.com	www.aplustechnical.com

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years and the status (active or inactive).

Type	Name	EIN	Status

1.0 Legal Business Entity Type – Check appropriate box and provide additional information:

■ Corporation (including PC)	Date of Incorporation	2002
☐ Limited Liability Company (LLC or PLLC)	Date of Organization	3/2/2002
☐ Partnership (including LLP, LP or General)	Date of Registration or Establishment	3/2/2002
☐ Sole Proprietor	How many years in business?	14
☐ Other	Date Established	3/2/2002

If Other, explain:

1.1 Was the Legal Business Entity formed or incorporated in New York State? ■ Yes ☐ No

If 'No,' indicate jurisdiction where Legal Business Entity was formed or incorporated and attach a Certificate of Good Standing from the applicable jurisdiction or provide an explanation if a Certificate of Good Standing is not available.

☐ United States State _____

☐ Other Country _____

Explain, if not available:

1.2 Is the Legal Business Entity publicly traded? ☐ Yes ■ No

If "Yes," provide CIK Code or Ticker Symbol

1.3 Does the Legal Business Entity have a DUNS Number? ■ Yes ☐ No

If "Yes," Enter DUNS Number [redacted]

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

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

.. LEGAL BUSINESS ENTITY INFORMATION

1.4 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State? (Select "N/A," if Principal Place of Business is in New York State.)	☐ Yes ☐ No ■ N/A
If "Yes," provide the address and telephone number for one office located in New York State.	
1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)? If "Yes," check all that apply: ■ New York State certified Minority-Owned Business Enterprise (MBE) ☐ New York State certified Women-Owned Business Enterprise (WBE) ■ New York State Small Business (SB) ☐ Federally certified Disadvantaged Business Enterprise (DBE)	■ Yes ☐ No

1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.

Name	Title	Percentage Ownership (*Enter 0% if not applicable*)
Hector E. Russomando	President	100%
'im F. Tobin	Executive Vice President, Operations	0%

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

II. REPORTING ENTITY INFORMATION

2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

☒ Legal Business Entity

Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)

☐ Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF "REPORTING ENTITY" AND "ORGANIZATIONAL UNIT" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)

IDENTIFYING INFORMATION

a) Reporting Entity Name

Address of the Primary Place of Business (street, city, state, zip code)	Telephone ext.

b) Describe the relationship of the Reporting Entity to the Legal Business Entity

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number? ☐ Yes ☐ No

If "Yes," enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity.
For each person, include name and title. Attach additional pages if necessary.

Name	Title

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

NSTRUCTIONS FOR SECTIONS III THROUGH VII

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

III. LEADERSHIP INTEGRITY ***Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:***	
3.0 Sanctioned relative to any business or professional permit and/or license?	☐ Yes ■ No ☐ Other
3.1 Suspended, debarred, or disqualified from any government contracting process?	☐ Yes ■ No ☐ Other
3.2 The subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	☐ Yes ■ No ☐ Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	☐ Yes ■ No ☐ Other
For each "Yes" or "Other" explain:	

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

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the reporting entity:

5.0 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?	☐ Yes ■ No
5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	☐ Yes ■ No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?	☐ Yes ■ No
For each "Yes," explain:	

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the reporting entity:

6.0 Had a revocation, suspension or disbarment of any business or professional permit and/or license?	☐ Yes ■ No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	☐ Yes ■ No
For each "Yes," explain:	

VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the reporting entity:

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

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY

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

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

IX. ASSOCIATED ENTITIES

This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.
(See definition of "associated entity" for additional information to complete this section.)

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

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

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

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE		
Name Hector E. Russomando	Telephone 585-232-8480 ext.	Fax 585-232-8482
Title President	Email hector@aplustechnical.com	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

Certification

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

The undersigned certifies that he/she:

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

Signature of Owner/Official	Hector E. Russomando
Printed Name of Signatory	Hector E. Russomando
Title	President
Name of Business	A+ Consulting, Inc.
Address	400 Andrews St., Suite 210
City, State, Zip	Rochester, NY 14604

Sworn to before me this 9th day of February, 20 16

Lisa V. Varley Notary Public

LISA V. VARLEY
Notary Public, State of New York
Qualified in Monroe County
01VA5025823
Commission Expires September 2, 2018

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

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

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

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

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

DEFINITIONS

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

RESPONSES

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

REPORTING ENTITY

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

ASSOCIATED ENTITY

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

STRUCTURE OF THE QUESTIONNAIRE

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

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

I. LEGAL BUSINESS ENTITY INFORMATION

Legal Business Entity Name* Annese + Associates, Inc.	EIN [redacted]
Address of the Principal Place of Business (street, city, state, zip code) 747 Pierce Road Clifton Park, NY 12065	New York State Vendor Identification Number [redacted] Telephone: 518 371 9000 ext. / Fax: 5183832580
Email cbrown@annese.com	Website www.annese.com

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years and the status (active or inactive).

Type	Name	EIN	Status

1.0 Legal Business Entity Type – Check appropriate box and provide additional information:

[X] Corporation (including PC)	Date of Incorporation April 1970
[ ] Limited Liability Company (LLC or PLLC)	Date of Organization
[ ] Partnership (including LLP, LP or General)	Date of Registration or Establishment
[ ] Sole Proprietor	How many years in business?
[ ] Other	Date Established

If Other, explain:

1.1 Was the Legal Business Entity formed or incorporated in New York State? [X] Yes [ ] No

If "No," indicate jurisdiction where Legal Business Entity was formed or incorporated and attach a Certificate of Good Standing from the applicable jurisdiction or provide an explanation if a Certificate of Good Standing is not available.

[ ] United States State _____

[ ] Other Country _____

Explain, if not available:

1.2 Is the Legal Business Entity publicly traded? [ ] Yes [X] No

If "Yes," provide CIK Code or Ticker Symbol

1.3 Does the Legal Business Entity have a DUNS Number? [X] Yes [ ] No

If "Yes," Enter DUNS Number [redacted]

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

NYS Vendor ID: 000000000

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

LEGAL BUSINESS ENTITY INFORMATION

1.4 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State? (Select "N/A," if Principal Place of Business is in New York State.)	☐ Yes ☐ No ☒ N/A
If "Yes," provide the address and telephone number for one office located in New York State.	
1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)? If "Yes," check all that apply: ☐ New York State certified Minority-Owned Business Enterprise (MBE) ☒ New York State certified Women-Owned Business Enterprise (WBE) ☐ New York State Small Business (SB) ☐ Federally certified Disadvantaged Business Enterprise (DBE)	☒ Yes ☐ No

1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.

Name	Title	Percentage Ownership (*Enter 0% if not applicable*)
Yvonne LoRe	Chairwomen of the Board	25
Michelle Annese Bleichert	Vice Chairwomen of the Board	25
Francine Apy	Secretary of the Board	25
Andrea Como	Board Treasurer	25

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

II. REPORTING ENTITY INFORMATION

2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

☒ Legal Business Entity

Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)

☐ Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF "REPORTING ENTITY" AND "ORGANIZATIONAL UNIT" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)

IDENTIFYING INFORMATION

a) Reporting Entity Name

Address of the Primary Place of Business (street, city, state, zip code)	Telephone ext.

b) Describe the relationship of the Reporting Entity to the Legal Business Entity

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number? ☐ Yes ☐ No

If "Yes," enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity.
For each person, include name and title. Attach additional pages if necessary.

Name	Title

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

STRUCTIONS FOR SECTIONS III THROUGH VII

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

III. LEADERSHIP INTEGRITY ***Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:***	
3.0 Sanctioned relative to any business or professional permit and/or license?	☐ Yes ☒ No ☐ Other
3.1 Suspended, debarred, or disqualified from any government contracting process?	☐ Yes ☒ No ☐ Other
3.2 The subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	☐ Yes ☒ No ☐ Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	☐ Yes ☒ No ☐ Other
For each "Yes" or "Other" explain:	

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

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the reporting entity:

5.0 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?	☐ Yes ☒ No
5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	☐ Yes ☒ No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?	☐ Yes ☒ No
For each "Yes," explain:	

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the reporting entity:

6.0 Had a revocation, suspension or disbarment of any business or professional permit and/or license?	☐ Yes ☒ No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	☐ Yes ☒ No
For each "Yes," explain:	

I. LEGAL PROCEEDINGS

Within the past five (5) years, has the reporting entity:

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

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

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

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

IX. ASSOCIATED ENTITIES

This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.
(See definition of "associated entity" for additional information to complete this section.)

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

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

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

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE		
Name Cindy Brown	Telephone 315 866 2213 ext.	Fax 315 866 2207
Title Director of Finance	Email cbrown@annese.com	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

Certification

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

The undersigned certifies that he/she:

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

Signature of Owner/Official: Raymond H. Apy

Printed Name of Signatory: Raymond H. Apy

Title: President / CEO

Name of Business: Annese + Associates, Inc.

Address: 747 Pierce Road

City, State, Zip: Clifton Park, NY 12065

Sworn to before me this 3rd day of February, 2016;

Melissa M. Bennett Notary Public

MELISSA M BENNETT
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BE6300878
Qualified in Herkimer County
My Commission Expires April 07, 2018

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

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

COMPLETION & CERTIFICATION

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

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

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

DEFINITIONS

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REPORTING ENTITY

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

ASSOCIATED ENTITY

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

STRUCTURE OF THE QUESTIONNAIRE

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

NYS Vendor ID: 1000012144

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

I. LEGAL BUSINESS ENTITY INFORMATION

Legal Business Entity Name* Stellar Services, Inc.	EIN [redacted]
Address of the Principal Place of Business (street, city, state, zip code) 70 West 36th Street, Suite 702, New York, NY 10018	New York State Vendor Identification Number [redacted] Telephone (212) 432-2848 ext. / Fax (212) 432-2846
Email contact@stellarservices.com	Website www.stellarservices.com

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years and the status (active or inactive).

Type	Name	EIN	Status
	4U Services	[redacted]	

1.0 Legal Business Entity Type – Check appropriate box and provide additional information:

☒ Corporation (including PC)	Date of Incorporation 12/7/1993
☐ Limited Liability Company (LLC or PLLC)	Date of Organization
☐ Partnership (including LLP, LP or General)	Date of Registration or Establishment
☐ Sole Proprietor	How many years in business?
☐ Other	Date Established

If Other, explain:

1.1 Was the Legal Business Entity formed or incorporated in New York State? ☒ Yes ☐ No

If 'No,' indicate jurisdiction where Legal Business Entity was formed or incorporated and attach a Certificate of Good Standing from the applicable jurisdiction or provide an explanation if a Certificate of Good Standing is not available.

☐ United States State _____

☐ Other Country _____

Explain, if not available:

1.2 Is the Legal Business Entity publicly traded? ☐ Yes ☒ No

If "Yes," provide CIK Code or Ticker Symbol

1.3 Does the Legal Business Entity have a DUNS Number? ☒ Yes ☐ No

If "Yes," Enter DUNS Number [redacted]

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

NYS Vendor ID: 1000012144

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

. LEGAL BUSINESS ENTITY INFORMATION

1.4 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State? (Select "N/A," if Principal Place of Business is in New York State.)	☐ Yes ☐ No ☒ N/A
If "Yes," provide the address and telephone number for one office located in New York State.	
1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)? If "Yes," check all that apply: ☒ New York State certified Minority-Owned Business Enterprise (MBE) ☐ New York State certified Women-Owned Business Enterprise (WBE) ☒ New York State Small Business (SB) ☒ Federally certified Disadvantaged Business Enterprise (DBE)	☒ Yes ☐ No

1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.

Name	Title	Percentage Ownership (*Enter 0% if not applicable*)
Liang Chen	President	100%

NYS Vendor ID: 1000012144

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

II. REPORTING ENTITY INFORMATION

2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

☒ Legal Business Entity

Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)

☐ Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF "REPORTING ENTITY" AND "ORGANIZATIONAL UNIT" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)

IDENTIFYING INFORMATION

a) Reporting Entity Name Stellar Services, Inc.

Address of the Primary Place of Business (street, city, state, zip code)	Telephone
70 West 36th Street, Suite 702, New York, NY 10018	212 432 2848 ext.

b) Describe the relationship of the Reporting Entity to the Legal Business Entity

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number? ☒ Yes ☐ No

If "Yes," enter DUNS Number [redacted]

e) Identify the designated manager(s) responsible for the business of the Reporting Entity.
For each person, include name and title. Attach additional pages if necessary.

Name	Title
Liang Chen	President

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

INSTRUCTIONS FOR SECTIONS III THROUGH VII

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

III. LEADERSHIP INTEGRITY

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

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

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the reporting entity:

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

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VENDOR RESPONSIBILITY QUESTIONNAIRE
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. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the reporting entity:

5.0 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?	☐ Yes ☒ No
5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	☐ Yes ☒ No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?	☐ Yes ☒ No
For each "Yes," explain:	

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the reporting entity:

6.0 Had a revocation, suspension or disbarment of any business or professional permit and/or license?	☐ Yes ☒ No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	☐ Yes ☒ No
For each "Yes," explain:	

II. LEGAL PROCEEDINGS

Within the past five (5) years, has the reporting entity:

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

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VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY

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

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IX. ASSOCIATED ENTITIES

This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.

(See definition of "associated entity" for additional information to complete this section.)

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

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

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE		
Name Han Lim	Telephone (212) 432-2848 ext.	Fax
Title Vice President	Email hlim@stellarservices.com	

NYS Vendor ID: 1000012144

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

Certification

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

The undersigned certifies that he/she:

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

Signature of Owner/Official _____

Printed Name of Signatory Han Lim

Title Vice President

Name of Business Stellar Services, Inc.Stellar Services, Inc.

Address 70 West 36th Street, Suite 702

City, State, Zip New York, NY 10018

Sworn to before me this 22nd day of January, 2016;

_____ Notary Public

KELLY M. SHU
COMMISSION EXPIRES
Nassau County
NOTARY
PUBLIC
01SH6284654
JUNE 17, 2017
STATE OF NEW YORK

Attachment 04 – NYS Required Certification

Nondiscrimination 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 __X___ No _____

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 __X___ No _____

Non-Collusive Bidding Certification Required By Section 139-D of the State Finance Law

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], AND [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: (None.)

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New Jersey this 11th day of February, 2016 as the act and deed of said corporation or partnership.

Karen F. DeMaio

KAREN F. DeMAIO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION ENDS 05/24/16

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

NAMES OF PARTNERS/PRINCIPALS	LEGAL RESIDENCE

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

NAME	CORPORATE RESIDENCE
President and Chief Executive Officer:	
Peter A. Altabef	801 Lakeview Drive, Suite 100 Blue Bell, PA 19422
Secretary:	
Daniel Ostien	801 Lakeview Drive, Suite 100 Blue Bell, PA 19422
Treasurer:	
Scott A. Battersby	801 Lakeview Drive, Suite 100 Blue Bell, PA 19422

(Continued)

IDENTIFYING DATA

Potential Contractor: Unisys Corporation

Street Address: 801 Lakeview Drive, Suite 100

City, State and Zip Code : Blue Bell, PA 19422

Telephone: (908)445-7560 Title: Contracts Manager

E-Mail: thomas.mannix@unisys.com

If applicable, Responsible Corporate Signatory

Thomas P. Mannix Contracts Manager
Name Title

Thomas P Mannix 2/11/2016
Signature Date

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

Legal name of person, firm or corporation

By
Name Title

Street Address

City, State, Zip Code

Attachment 05 – Encouraging Use of NYS Business in Contract Performance

RFP C000382
ATTACHMENT 5 - 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:

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).

Attachment 5 – Encouraging Use of NYS Businesses

RFP C000382
ATTACHMENT 5 - ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

Unisys will be utilizing the following New York State Businesses in the performance of the Contract:

- Annese & Associates, Inc.
  - Contact: Scott Elliott, 518-309-6397
  - Address: 747 Pierce Road, Clifton Park NY 12065
- CMA Consulting Services
  - Contact: Gary Davis, 518-783-9003
  - 700 Troy-Schenectady Road, Latham, NY 12110
- Stellar Services, Inc.
  - Contact: Han Lim, 212-432-2848
  - Address: 70 West 36th Street, Suite 702, New York, NY 10018
- A+ Consulting Inc.
  - Contact: Hector Russomando, 585-232-8480
  - Address: 400 Andrews Street, Suite 210 Rochester, NY 14604
- LeFrois Builders & Developers
  - Commercial lease holder for Unisys Rochester, NY facility located at 180 Kenneth Dr., Rochester NY
  - LeFrois Builders & Developers Address: 1020 Lehigh Station Rd, Henrietta, NY 14467-9369; Phone: 585-334-1122

Attachment 06 – Contractor Certification to Covered Agency, ST-220-Ca

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

ST-220-CA

(12/11)

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

or 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 Drive, Suite 100	City Blue Bell	State PA	ZIP code 19422	
Contractor's mailing address *(if different than above)*				*Estimated contract value over the full term of contract (but not including renewals)* $
Contractor's federal employer identification number (EIN) [redacted]	Contractor's sales tax ID number *(if different from contractor's EIN)*			
Contractor's telephone number	Covered agency name NYS Office of Information Technology Services			
Covered agency address P.O. Box 2062, Albany, NY 12220-0062				*Covered agency telephone number* 518 474-7409

I, Daniel Ostien *(name)*, hereby affirm, under penalty of perjury, that I am Vice President, Worldwide Tax *(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 CM00914 & CM00906 *(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 27th day of January, 2016

(sign before a notary public)

ASST TREASURER *(title)*

Instructions

General information

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

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

When to complete this form

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

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

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF Pennsylvania }
SS.:
COUNTY OF montgomery }

On the 25 day of January in the year 2016, before me personally appeared Daniel Ostrin,

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 Unisys Corporation, 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 Treasurer

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.

Janet A. Braverman
Notary Public

Registration No.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Janet A. Braverman, Notary Public
Whitpain Twp., Montgomery County
My Commission Expires March 15, 2016
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.

Attachment 07 – Bidder Firm Information

Attachment 7

Bidder Firm Information Form

UNISYS

RFP C000382 ITS Service Desk Support and End User Break-Fix Support Services			
Name of Company Bidding: Unisys Corporation			Bidder Firm's Federal Tax Identification No.: [redacted]
Street 10-B Madison Avenue Extension		City Albany	
State NY	Zip 12203	County Albany	Country United States
Contact Name: Ron Sautter Title: Account Executive			
Phone: (518) 452 - 6287 ext ( ) Fax : (518) 452 - 6294 ext ( )		Toll Free Phone: (800) 874 - 8647 ext ( ) Toll Free Fax : (888) 814 - 6007 ext ( )	
E-mail Address: ron.sautter@unisys.com		Company Web Site: www.unisys.com	
Bidder Firm's NYS Statewide Financial System Supplier Identification Number, if known: 1000004843			

Attachment D8 – Financial Proposal

ITS RFP # C000382
Attachment 8 - Financial Proposal
Instructions

Notes for all worksheets	When completing the spreadsheet, Proposers should follow these instructions: 1. The pricing provided within the Cost Proposal must include ANY AND ALL fees, charges or costs for the duration of the contract, including: • All direct and indirect costs, as well as all overhead, fees, and profit, including, but not limited to: - labor, parts, shipping, material, license and equipment costs - administrative, reporting or other requirements, transition costs, overhead costs, and profit - travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. - services not explicitly stated in these specifications, but necessarily attendant thereto as applicable to the associated item for which the rate/fee is being quoted. 2. All proposed pricing will be considered the maximum price for the entire duration of the resulting contract (firm offer). 3. All proposed prices shall be firm for 270 calendar days (from date of proposal submittal). 4. The accuracy of calculations and formulas used to generate each proposed cost is the responsibility of the Proposer. 5. All proposed costs shall include all proposed services required to meet the applicable RFP requirements 6. All terminology used in the cost proposal shall be consistent with and correspond to terminology used in the technical proposal. 7. Where necessary, individual worksheet instructions are provided at the bottom of each worksheet. NOTE: Total costs will be determined using the utilization estimates as outlined in Attachment 8. Actual utilization during the performance of the contract may vary.

Consolidated Proposal Assumptions

Unisys pricing is based on the information as set forth in the RFP, ITS responses to Vendor questions, and the assumptions list below and in the Unisys proposal. Material differences between actual measurements and the corresponding assumptions may result in a pricing adjustment that would be made during the designated pricing adjustment periods (January and July of each year).

General

1. Changes to NYS policies, procedures and plans that Unisys is required to adhere to that occur subsequent to contract execution may be subject to the Process for Change Request, Section 5.31 of the RFP.
2. The responsibility to provide for all services, functions, processes and responsibilities, not specifically described in the Contract will be those that are required by Unisys to perform the Services, or implied, or inherent in such performance by Unisys.
3. Unisys will be excused for failing to attain SLAs resulting from errors or failures with the ITS instance of ServiceNow or other ITS provided tools used by Unisys, ITS failure to meet their responsibilities or requirements, or from unplanned 'spikes' in service volumes related to events initiated or caused by New York State and/or its service providers that were not previously coordinated with Unisys.
4. For any deliverables developed under the resultant agreement consisting of Unisys or third party intellectual property or any derivation thereof, ownership will remain with Unisys or such third party. ITS and/or the applicable agencies will receive a royalty free license to use such deliverable for ITS' intended purposes.
5. The requirements for Asset tracking do not include validation of assets' configuration.
6. For Transition Services related to termination/expiration, the required information to be provided by Unisys and the applicable compensation will be as mutually agreed upon by the parties prior to the commencement of such services.

Transition

1. The State will continue to provide steady state support at the current service levels until the Vendor service assumption date.
2. Vendor will have access to the State's applicable current reporting metrics, current process documentation, and knowledge articles.
3. The State will provide a transition manager to represent the State in all transition-related activities and who can interface with the Vendor transition manager.

Service Desk

1. All new assets will be added to the asset management database in ServiceNow by ITS.
2. NYS end users will have a known, common identifier (employee ID as an example) which Unisys will utilize for Computer Telephony Integration CTI (Caller ID).
3. Average Handling Time (AHT) is assumed to be 8.5 minutes.
4. The Unisys price is based on the efficiency rates included in the Resolution Optimization Model table noted in section 6.2.1.3.1 of the Unisys Technical Response, resulting in year on year efficiencies illustrated below.

	y1	y2	y3	y4	y5
Year on Year Efficiencies	8%	8%	7%	4%	4%
Accumulative	8%	16%	23%	27%	31%

Field Service

1. The Unisys proposed solution is based on volumes specified in RFP Appendix T, and locations specified in RFP Appendices K and I.
2. Unisys will assume that the data on all State PCs covered under the resultant contract will be encrypted with Bitlocker as the standard encryption tool.
3. Stocking levels will be planned and agreed upon by Unisys and ITS. ITS will be responsible for prompt replenishments upon request; failure to replenish inventory as planned will relieve Unisys of related SLAs and penalties.

Pricing

1. Total price for Service Desk and Break-Fix End User Support Services shown on Cost Summary represents total fees paid by ITS over 57 months of Steady State (inclusive of the Stabilization Period). Pricing assumes there will be no fees paid by ITS during the 90 day Startup period.

UNISYS

Worksheet 1

Cost Proposal Summary

Proposer Name: **Unisys Corporation**

Total Costs over 5 Year Contract Term

Service Desk and Break-Fix End User Support Services Pricing	$ [redacted]
Optional Emergency Site Support - Hourly Pricing	$ [redacted]
Total Costs:	$ 160,084,070.02

Offeror's Authorized Representative:

Naren M. Patel	**Vice President**
Print name	*Title*
	2/18/2016
Signature	*Date*

Cost Summary Worksheet Instructions:

1. Enter full legal name of the Proposer
2. Print and sign/date to certify proposed costs - include original and copies in Part II Cost Proposal.

Worksheet 2: Service Desk and Break-Fix End User Support Services

Description	Monthly $ Amount	Monthly $ Amount	Monthly $ Amount	Monthly $ Amount	Monthly $ Amount	# Active O365 End Users, for evaluation purposes only	Total 5 Year Base Term Cost*
	Year 1	Year 2	Year 3	Year 4	Year 5		
Pricing per active O365 End Users (fixed monthly cost, adjusted semiannually in January and July)	[redacted]						$ 159,534,070.02

*Year 5 represents 9 months (57 mos. Steady State incl. Stabilization)

UNISYS

Worksheet 3

Emergency Support - Hourly Pricing Job Title	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3	Hourly Rate Year 4	Hourly Rate Year 5	Average Hourly 5 Year Base Term
Technician	[redacted]					
Number of Hours Assumed, for evaluation purposes only						
Total Cost for Optional Emergency Services						$ 550,000.00

This service may optionally be used in the event of an Emergency.

Attachment 09 – EEO 100, Staffing Plan

EQUAL EMPLOYMENT OPPORTUNITY – STAFFING PLAN

(Instructions on Page 2)

Contractor's Name: A+ Consulting, Inc.

Telephone: 585-232-8480

Address: 400 Andrews St., Suite 210

Federal ID No.: [redacted]

SFS Vendor ID: [redacted]

City, State, ZIP: Rochester NY 14604

Contract No(s):

Report includes -Please select one from the options below:

- ☐ Work force utilized on this contract
- ☐ Contractor/Subcontractor's total work force

Reporting Entity - Please select one from the options below:

- ☐ Contractor
- ☑ Subcontractor

Job Categories	Total Work Force	Race/Ethnicity - report employees in only one category														
		Hispanic or Latino		Not-Hispanic or Latino												
				Male						Female						
		Male	Female	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	Asian	American Indian or Alaska Native	Two or More Races
Executive/Senior Level Officials and Managers	[redacted]															
First/Mid-Level Officials and Managers	[redacted]															
Professionals	[redacted]															
Technicians	[redacted]															
Sales Workers	[redacted]															
Administrative Support Workers	[redacted]															
Craft Workers	[redacted]															
Operatives	[redacted]															
Laborers and Helpers	[redacted]															
Service Workers	[redacted]															
TOTAL	28	1	16				1			10	1					

PREPARED BY (Signature): Hector E. Russomando

DATE: 2/7/2016

NAME AND TITLE OF PREPARER: Hector E. Russomando, President

(print or type)

TELEPHONE/EMAIL: 585-232-8480 hector@aplustechnical.com

EQUAL EMPLOYMENT OPPORTUNITY – STAFFING PLAN

INSTRUCTIONS

General Instructions: All Offeror and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

Instructions for Completing:

1. Enter the Solicitation or Contract number that this report applies to, along with the name, address, and federal ID number of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
3. Check off the appropriate box to indicate if the Contractor completing the report is the contractor or subcontractor.
4. Check off the box that corresponds to the reporting period for this report.
5. Enter the total work force by EEO job category.
6. Enter the name, title, phone number and/or email address for the person completing the form. Sign and date the form in designated areas.

RACE/ETHNIC IDENTIFICATION

For purposes of this form CIO/OFT will accept the definitions of race/ethnic designations used by the federal Equal Employment Opportunity Commission (EEOC), as those definitions are described below or amended hereafter. (Be advised these terms may be defined differently for other purposes under NYS statutory, regulatory, or case law). Race/ethnic designations as used by the EEOC do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. The race/ethnic categories for this survey are:

- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.

EQUAL EMPLOYMENT OPPORTUNITY – STAFFING PLAN

(Instructions on Page 2)

Contractor's Name: Annese & Associates Inc.

Address: 747 Pierce Road

City, State, ZIP: Clifton Park, NY 12065

Telephone: 518 371 9000

Federal ID No.: [redacted]

SFS Vendor ID: [redacted]

Contract No(s):

Report includes - Please select one from the options below:

- ☐ Work force utilized on this contract
- ☒ Contractor/Subcontractor's total work force

Reporting Entity - Please select one from the options below:

- ☒ Contractor
- ☐ Subcontractor

Job Categories	Total Work Force	Race/Ethnicity - report employees in only one category														
		Hispanic or Latino		Not-Hispanic or Latino												
				Male						Female						
		Male	Female	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	Asian	American Indian or Alaska Native	Two or More Races
Executive/Senior Level Officials and Managers	[redacted]															
First/Mid-Level Officials and Managers	[redacted]															
Professionals	[redacted]															
Technicians	[redacted]															
Sales Workers	[redacted]															
Administrative Support Workers	[redacted]															
Craft Workers	[redacted]															
Operatives	[redacted]															
Laborers and Helpers	[redacted]															
Service Workers	[redacted]															
TOTAL	58	57	1	54	2		1			1						

PREPARED BY (Signature): Melissa M. Bennett

DATE: 2/3/16

NAME AND TITLE OF PREPARER: Melissa M. Bennett - Financial Services Associate Mgr.
(print or type)

TELEPHONE/EMAIL: 315-866 2213/mbennett@annese.com

EQUAL EMPLOYMENT OPPORTUNITY – STAFFING PLAN

INSTRUCTIONS

General Instructions: All Offeror and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

Instructions for Completing:

1. Enter the Solicitation or Contract number that this report applies to, along with the name, address, and federal ID number of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
3. Check off the appropriate box to indicate if the Contractor completing the report is the contractor or subcontractor.
4. Check off the box that corresponds to the reporting period for this report.
5. Enter the total work force by EEO job category.
6. Enter the name, title, phone number and/or email address for the person completing the form. Sign and date the form in designated areas.

RACE/ETHNIC IDENTIFICATION

For purposes of this form CIO/OFT will accept the definitions of race/ethnic designations used by the federal Equal Employment Opportunity Commission (EEOC), as those definitions are described below or amended hereafter. (Be advised these terms may be defined differently for other purposes under NYS statutory, regulatory, or case law). Race/ethnic designations as used by the EEOC do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. The race/ethnic categories for this survey are:

- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.

EQUAL EMPLOYMENT OPPORTUNITY – STAFFING PLAN

EEO-100 (v.2015.12.09es)

(Instructions on Page 2)

Contractor's Name: CMA Consulting Services

Telephone: 518-783-9003

Address: 700 Troy Schenectady Road

Federal ID No.: [redacted]

SFS Vendor ID: [redacted]

City, State, ZIP: Latham, NY 12110

Contract No(s): C000382

Report includes -Please select one from the options below:

- [ ] Work force utilized on this contract
- [ ] Contractor/Subcontractor's total work force

Reporting Entity - Please select one from the options below:

- [ ] Contractor
- [x] Subcontractor

Job Categories	Total Work Force	Race/Ethnicity - report employees in only one category													
		Hispanic or Latino		Not-Hispanic or Latino											
				Male						Female					
		Male	Female	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	Asian	American Indian or Alaska Native	Two or More Races
Executive/Senior Level Officials and Managers	[redacted]														
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL	224	1	2	109	2	0	28	0	0	68	2	0	12	0	0

PREPARED BY (*Signature*): Kay Stafford

DATE: 2/2/2016

NAME AND TITLE OF PREPARER: Kay Stafford

(*print or type*)

TELEPHONE/EMAIL: 518-783-9003 / proposals@cma.com

EQUAL EMPLOYMENT OPPORTUNITY – STAFFING PLAN

(Instructions on Page 2)

Contractor's Name: Stellar Services, Inc.

Telephone: 212-432-2848

Address: 70 West 36th Street, Suite 702

Federal ID No.: [redacted]

SFS Vendor ID:

City, State, ZIP: New York, NY 10018

Contract No(s):

Report includes -Please select one from the options below:

- ☐ Work force utilized on this contract
- ☐ Contractor/Subcontractor's total work force

Reporting Entity - Please select one from the options below:

- ☐ Contractor
- ☑ Subcontractor

Job Categories	Total Work Force	Race/Ethnicity - report employees in only one category													
		Hispanic or Latino		Not-Hispanic or Latino											
				Male						Female					
		Male	Female	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	Asian	American Indian or Alaska Native	Two or More Races
Executive/Senior Level Officials and Managers	[redacted]														
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL	100	0	1	13	1	0	53	0	0	16	1	0	15	0	0

PREPARED BY (*Signature*):

DATE: January 22, 2016

NAME AND TITLE OF PREPARER: Han Lim, Vice President

(*print or type*)

TELEPHONE/EMAIL: 212-432-2848, HLim@stellarservices.com

EQUAL EMPLOYMENT OPPORTUNITY – STAFFING PLAN

(Instructions on Page 2)

Contractor's Name: Unisys Corporation

Telephone: 518-452-6287

Address: 10-B Madison Ave. Ext.

Federal ID No.: [redacted]

SFS Vendor ID: [redacted]

City, State, ZIP: Albany NY 12203

Contract No(s): RFP C000382

Report includes -Please select one from the options below:

- ☐ Work force utilized on this contract
- ☒ Contractor/Subcontractor's total work force (NY Statewide)

Reporting Entity - Please select one from the options below:

- ☒ Contractor
- ☐ Subcontractor

Job Categories	Total Work Force	Race/Ethnicity - report employees in only one category													
		Hispanic or Latino		Not-Hispanic or Latino											
				Male						Female					
		Male	Female	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	Asian	American Indian or Alaska Native	Two or More Races
Executive/Senior Level Officials and Managers	[redacted]														
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL	358	16	6	196	31		17	1	4	50	31		2		4

PREPARED BY (*Signature*): Lorraine B. Roskelly

DATE: 1/11/2016

NAME AND TITLE OF PREPARER: Lorraine B. Roskelly, Compliance Programs Manager

(*print or type*)

TELEPHONE/EMAIL: 215-986-6761

INSTRUCTIONS

General Instructions: All Offeror and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

Instructions for Completing:

1. Enter the Solicitation or Contract number that this report applies to, along with the name, address, and federal ID number of the Contractor preparing the report.
2. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
3. Check off the appropriate box to indicate if the Contractor completing the report is the contractor or subcontractor.
4. Check off the box that corresponds to the reporting period for this report.
5. Enter the total work force by EEO job category.
6. Enter the name, title, phone number and/or email address for the person completing the form. Sign and date the form in designated areas.

RACE/ETHNIC IDENTIFICATION

For purposes of this form CIO/OFT will accept the definitions of race/ethnic designations used by the federal Equal Employment Opportunity Commission (EEOC), as those definitions are described below or amended hereafter. (Be advised these terms may be defined differently for other purposes under NYS statutory, regulatory, or case law). Race/ethnic designations as used by the EEOC do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. The race/ethnic categories for this survey are:

- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.

Attachment 10 – MWBE 100, Utilization

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
Address	10-B Madison Ave. Ext.	Federal ID No:	[redacted]
		SFS Vendor ID:	[redacted]
City, State, Zip:	Albany, NY 12203	Solicitation No:	RFP C000382

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
Name:	Annese & Associates, Inc	☐ MBE	☑ DIRECT (Spending directly fulfilling contract obligations) Description: IT services such as alert monitoring services and/ or break-fix support services.	
Address:	747 Pierce Road, Suite 2	☑ WBE	☐ INDIRECT (Spending in support of company operations.) Description:	$ 1,407,739
City, State, Zip:	Clifton Park, NY 12065	☐ DUAL	☐ Copy of written agreement attached (Required for teaming	
Telephone:	518-371-9000			
Fed. ID. No:	[redacted] SFS Vendor ID: [redacted]			
Name:	CMA Consulting Services	☐ MBE	☑ DIRECT (Spending directly fulfilling contract obligations) Description: IT services such as service desk, break-fix support services and /or other consulting services.	
Address:	700 Troy-Schenectady Road	☑ WBE	☐ INDIRECT (Spending in support of company operations.) Description:	$ 3,378,414
City, State, Zip:	Latham, NY 12110	☐ DUAL	☐ Copy of written agreement attached (Required for teaming	
Telephone:	518-783-9003			
Fed. ID. No:	[redacted] SFS Vendor ID: [redacted]			

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

Signature: [signature] Date: 2/18/2016

Print Name: Naren Patel Telephone No: 518-452-6181

M/WBE UTILIZATION PLAN

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.

Title: Vice President

Email: Naren.m.Patel@unisys.com

M/WBE UTILIZATION PLAN

FOR AUTHORIZED USE ONLY

Utilization Plan Approved: ☐ Y ☐ N Date: _____

Notice of Deficiency Issued: ☐ Y ☐ N Date: _____

Notice of Acceptance Issued: ☐ Y ☐ 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
Address	10-B Madison Ave. Ext.	Federal ID No:	[redacted] SFS Vendor ID: [redacted]
City, State, Zip:	Albany, NY 12203	Solicitation No:	RFP C000382

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
Name:	Stellar Services Inc.	☑ MBE	☑ DIRECT (Spending directly fulfilling contract obligations) Description: IT services such as end user break-fix support services thoughout the five boroughs of NYC and Long Island.	
Address:	70 W. 36th St., Suite 702	☐ WBE	☐ INDIRECT (Spending in support of company operations.)	$ 1,500,095
City, State, Zip:	New York, NY 10018	☐ DUAL	Description: ☐ Copy of written agreement attached (Required for teaming	
Telephone:	212-432-2848			
Fed. ID. No:	[redacted]3 SFS Vendor ID: [redacted]			
Name:	A+ Consulting, Inc.	☑ MBE	☑ DIRECT (Spending directly fulfilling contract obligations) Description: IT services such as service desk, break-fix support services and /or other consulting services.	
Address:	400 Andrews St., Suite 210	☐ WBE	☐ INDIRECT (Spending in support of company operations.)	$ 3,286,057
City, State, Zip:	Rochester NY 14604	☐ DUAL	Description: ☐ Copy of written agreement attached (Required for teaming	
Telephone:	585-232-8480			
Fed. ID. No:	[redacted] SFS Vendor ID: [redacted]			

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

Signature: [signature] Date: 2/18/2016

M/WBE UTILIZATION PLAN

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.

Print Name: Naren Patel

Telephone No: 518-452-6181

Title: Vice President

Email: Naren.M.Patel@unisys.com

M/WBE UTILIZATION PLAN

FOR AUTHORIZED USE ONLY

Utilization Plan Approved: ☐ Y ☐ N Date: _____

Notice of Deficiency Issued: ☐ Y ☐ N Date: _____

Notice of Acceptance Issued: ☐ Y ☐ N Date: _____

Reviewed By: _____ Date: _____

Comment(s):

Attachment 11 – Workers Compensation and Disability Insurance Requirements

Attachment 11: 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).

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).

NEW YORK STATE OF OPPORTUNITY. | Workers' Compensation Board

ANDREW M. CUOMO
GOVERNOR

ROBERT E. BELOTEN
CHAIR

Compliance With Disability Benefits Law
Pursuant To Section 220, Subd. 8 of the Disability Benefits Law

Employer:	Unisys Corporation
WCB Carrier ID No.:	[redacted]
Federal Employer Identification No.:	[redacted]
Self Insurance Qualification Date:	5/8/1989
Location Of Operations:	New York State

There are documents on file with the Workers' Compensation Board indicating that the above named employer has complied with the Disability Benefits Law with respect to all of his or her employees, in the following manner:

By approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law.

The status of the employer as a self-insurer was effective as noted above and remains in full force.

Status Confirmed By
Carolyn Murray
6/8/2015

DB 155
5/1/2013

STATE OF NEW YORK
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 [redacted]
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) New York State Insurance Fund 199 Church Street New York, NY 10007	3a. Name of Insurance Carrier Indemnity Insurance Company of North America 3b. Policy Number of entity listed in box "1a" [redacted] 3c. Policy effective period 4/1/2015 – 4/1/2016 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

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

The Insurance Carrier will also notify the above certificate holder 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.

Please Note: Upon the 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: Jason Clark
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 10/22/15
(Signature) (Date)

Title: Underwriting Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 215-640-1391

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 (9-07) www.wcb.state.ny.us

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.

C-105.2 (9-07) Reverse

Attachment 12 – Confidentially and Non-Disclosure Agreement

CONSULTANT CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

THIS AGREEMENT, made on February 11th, 2016, is between the State of New York ("State"), acting by and through the New York State Office of Information Technology Services ("ITS"), having its principal place of business at State Capitol, Empire State Plaza, Albany, New York 12220-0062, and _____ ("Consultant"), an employee or subcontractor of Unisys Corporation ("Contractor") with its principal place of business at 801 Lakeview Drive, Suite 100 Blue Bell, PA 19422. This Agreement is signed in relation to the provision by Consultant of services to the ITS Office of _____ (hereinafter "Engagement").

1. **Definitions.** For the purposes of this Agreement, the following terms shall be defined as follows:

I. Confidential Information

"Confidential Information" shall be defined to include any information that ITS or the State, regardless of form or medium of disclosure (e.g., verbal, hard copy, or electronic) or source of information (e.g., ITS, other state agencies, state employees, electronic systems, or third party contractors) provides to Consultant, or which Consultant obtains, discovers, derives or otherwise becomes aware of as a result of the Engagement other than:

(a) information that is previously rightfully known to Consultant without restriction on disclosure;
(b) information that is or becomes, from no act or failure to act on the part of the Consultant, generally known in the relevant industry or in the public domain; or
(c) information that is independently developed by Consultant without the use of Confidential Information.

II. Authorized Person

"Authorized Person" shall be defined as a person authorized by ITS as having a need to receive, possess, store, access, view and/or use Confidential Information for an Authorized Use.

III. Authorized Use

"Authorized Use" shall be defined as the use of Confidential Information by Consultant or Authorized Persons, solely for the purpose of performing the Engagement.

IV. Electronic Information

"Electronic Information" shall be defined as information or data produced or stored by electronic, digital, or similar means.

2. **Term**

Consultant's obligations under this Agreement shall commence upon the execution of this Agreement or the start of the Engagement, whichever occurs first, and shall survive the duration of engagement, in perpetuity.

3. **Duty to Protect Confidential Information**

Consultant agrees not to disclose Confidential Information to any outside party without the prior express written permission of ITS, except as provided in this Agreement. In addition, Consultant shall safeguard

all Confidential Information from unauthorized access, loss, theft, destruction, and the like. Consultant shall notify ITS immediately upon becoming aware that confidential information is in the possession of or has been disclosed to an unauthorized person or entity.

Consultant also agrees to promptly report any activities by any individual or entity that the Consultant suspects may compromise the availability, integrity, security or privacy of any Confidential Information.

4. Press Releases

Consultant shall not issue any press releases, give or make any presentations, or give to any print, electronic or other news media information regarding his/her Engagement - nor shall Consultant authorize or permit any other person or entity to do so - without the prior express written permission of ITS. Consultant shall immediately refer any media requests or other requests for information to ITS.

5. Use Restriction

Consultant shall not receive, possess, store, access, view and/or use Confidential Information for any purpose other than an Authorized Use. Consultant shall not permit unauthorized persons or entities to gain access to Confidential Information and shall not divulge methods of accessing Confidential Information to unauthorized persons.

6. Security Obligations Regarding Confidential Information

Consultant agrees to comply with the following security obligations as well as any other such obligations conveyed to him/her during the course of the Engagement:

a. Unless otherwise authorized by ITS, Confidential Information may NOT be stored on personal (non-ITS) computing or other electronic or mobile storage devices, or taken or removed in any form from ITS.
b. Consultant shall comply with all federal and State laws.
c. Consultant shall comply with all ITS policies and procedures including but not limited to those that provide for accessing, protecting and preserving State assets.
d. Consultant shall take no action to intrude upon, disrupt or deny services to ITS.
e. Consultant shall use only those access rights granted by ITS.

7. Certification by Consultant of Return of Confidential Information, Electronic Information and Tangible Property

Upon termination of the Engagement, Consultant shall return all Confidential Information stored on any format to ITS, or destroy any Confidential Information that Consultant possesses in a format that cannot be returned. Further, Contractor agrees to submit to ITS on Contractor's letterhead a "CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY" certifying that all copies of Confidential Information, electronic property and tangible property belonging to the State of New York or ITS have been returned, or if necessary destroyed, using the form provided in Appendix A.

8. Termination

Consultant's Authorized Use of Confidential Information shall terminate automatically upon: (a) breach of this Agreement as determined solely by ITS, (b) completion or termination of Consultant's

Engagement, or, (c) termination of Contractor's State contract, whichever occurs first

9. Compliance

Should Consultant breach this Agreement, the State shall have all equitable and legal rights (including the right to obtain injunctive relief) to seek redress for such breach, prevent further breaches and to be fully compensated (including litigation costs and reasonable attorney's fees) for losses or damages resulting from such breach. Consultant acknowledges that compensation for damages may not be sufficient and that injunctive relief to prevent or limit any breach of confidentiality may be the only viable remedy available to ITS.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. If any provision of Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, Consultant has signed this Agreement as of the date set forth below.

By: Unisys Corporation ("Contractor")

Thomas P. Mannix
Signature

Thomas P. Mannix
Name

2/11/2016
Date

Acknowledgment for Consultant Confidentiality & Non-Disclosure Agreement

STATE OF NEW JERSEY }
} Scilicet
COUNTY OF UNION }

On the 11th day of February in the year 2016, before me personally appeared Thomas P. Mannix, 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 Consultant Confidentiality & Non-Disclosure Agreement (instrument) and acknowledged to me that he executed the same in his capacity, and that by his signature on the he executed the foregoing instrument in his name and on his own behalf.

Karen F. DeMaio
Notary Public
Registration No.

KAREN F. DeMAIO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION ENDS 05/24/16

APPENDIX A

CERTIFICATION OF RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION, ELECTRONIC INFORMATION, AND TANGIBLE PROPERTY BY CONSULTANTPURSUANT TO CONSULTANT CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT DATED _____

Pursuant to the Consultant Confidentiality and Non-Disclosure Agreement between the State of New York, acting by and through the New York State Office of Information Technology Services ("ITS") and _____ ("Consultant") dated _____, Consultant acknowledges that his/her authority to receive, possess, store, access, view and/or use Confidential Information, electronic information and tangible property: _____

description of returned Confidential Information, electronic information or tangible property:

_____

_____

_____

____ destroyed

description of destroyed Confidential Information, electronic information or tangible property:

_____

_____

_____

_____

Consultant Signature

_____

Consultant Name

_____

Date

Acknowledgment for Certification of Return or Destruction of Confidential Information

STATE OF NEW YORK }
} Scilicet
COUNTY OF ALBANY }

On the _____ day of _____ in the year 20__, before me personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing Consultant Confidentiality & Non-Disclosure Agreement (instrument) and acknowledged to me that he executed the same in his capacity, and that by his signature on the he executed the foregoing instrument in his name and on his own behalf.

_____

Notary Public
Registration No.

Attachment 13 – Firm Offer Letter and Conflict of Interest Disclosure

Attachment 13

Firm Offer Letter and Conflict of Interest Disclosure

Naren Patel
Vice President
Enterprise Solutions – State of New York
Unisys Corporation
10B Madison Avenue Extension
Albany, New York 12203

February 16, 2016

Mr. Edward Snyder
Contract Management Specialist
Empire State Plaza
Swan Street Building, Core 4
Albany, NY 12223

RE: RFP C000382, ITS Service Desk Support and End User Break-Fix Support Services
Firm Offer to the State of New York and Conflict of Interest Disclosure

Dear Mr. Snyder:

Unisys Corporation hereby submits this firm and binding offer to the State of New York in response to New York State Request for Proposals (RFP) # C000382 by the New York State Office of Information Technology for ITS Service Desk Support and End User Break-Fix Support Services. The Bid Proposal hereby submitted 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 270 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 Corporation's complete offer is set forth in two, separately bound volumes as follows:

Technical Proposal: Total of 12 hard copy volumes, with 1 electronic copy on PC Compatible Windows Readable CD-ROMs saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

Financial/Administrative Proposal: Total of 6 hard copy volumes, with 1 electronic copy on PC Compatible Windows Readable CD-ROMs saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

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

Unisys Corporation hereby affirms that, at the time of bid submission, Offerer knows of no factors existing at time of bid 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 Bid Proposal hereby submitted, including but not limited to:

1. No potential for conflict of interest on the part of the Offerer or any Subcontractor 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 procurement relative to the timeframe for service delivery, or personnel or financial resource commitments of Offerer or proposed subcontractors to other projects.

To comply with the Vendor Responsibility Requirements outlined in Section 8.6.of the above-referenced RFP, C000382 ITS Service Desk Support and End User Break-Fix Support Services hereby affirms that (enter an "X" in the appropriate box):

x An on-line Vendor Responsibility Questionnaire has be 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.

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 Corporation to the offer, and possesses the legal capacity to act on behalf of Offerer 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 Corporation.

Signature

Naren Patel
Vice President
Enterprise Solutions – State of New York
Unisys Corporation

Corporate Seal

CORPORATE ACKNOWLEDGMENT

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

On the 16th day of February in the year 2016, before me personally came: Naren Patel, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in Fort Lauderdale, FL; that he/she/they is (are) Vice President (the President or other officer or director or attorney in fact duly appointed) of Unisys Corporation, the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

Signature and Office of Person Taking Acknowledgment

PARTNERSHIP ACKNOWLEDGMENT

STATE OF }
:ss.:
COUNTY OF }

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.

Signature and Office of Person Taking Acknowledgment

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF New York }
:ss.:
COUNTY OF Albany }

On the 16th day of February in the year 2016 before me personally appeared: Naren Patel, 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 29 Dublin Drive, Town of Niskayuna, County of Schenectady, State of New York; and that _he executed the foregoing instrument in his/her name and on his/her own behalf.

Lauretta Demars

Notary Public

LAURETTA DEMARS
Notary Public - State of New York
NO. 01DE6222631
Qualified in Albany County
My Commission Expires 5/24/18

UNISYS CORPORATION

SECRETARY CERTIFICATE

I, Susan B. Asch, 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, Naren Patel holds the position of Vice President, US&C Enterprise Solutions – State of New York, and has delegated authority to sign Unisys customer proposals and contracts in the United States.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this 21st day of January 2016.

Susan B Asch

Assistant Secretary

[certccpy.res\bidspro.con]

Attachment 15 – Lobbying Forms All-in-One

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).

By: Thomas P. Mannix Date: 2/11/2016

Name: Thomas P. Mannix

Title: Contracts Manager

Contractor Name: Unisys Corporation

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

Offerer Disclosure of Prior Non-Responsibility Determinations

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).

Offerer Disclosure of Prior Non-Responsibility Determinations

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

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

Name and Title of Person Submitting this Form: Thomas P. Mannix
Contracts Manager

Contract Procurement Number: RFP 000382

Date: 2/11/2016

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.

By: Thomas P. Mannix Date: 2/11/2016

Contracts Manager, Unisys Corporation

Signature: Thomas P. Mannix

Attachment 29 Extraneous Terms

ITS RFP # C000382
Attachment 20 - Extraneous Terms Pricing

No.	RFP Page, Section & Paragraph Reference	Description of RFP Requirement	Type of Proposed Modification
2.	Page 23, SECTION 3 - Service Level Requirements, CREDITS for Non–Performance, EARNBACKS and Reporting Requirements, Table 1 – Service Level Requirements	**Original :** SLA for Service Desk General and Service Desk Incident Resolution **Propose Modification :** Proposal with alternate SLA's and Pricing.	☐ Additional; ☐ Supplemental; ☐ Equivalent **X** Alternative
[redacted]			

No.	RFP Page, Section & Paragraph Reference	Description of RFP Requirement	Type of Proposed Modification
3.	**Page 13,** Section 2.1 Level 1 IT Service Desk Support, Key Performance & Service Improvement Requirements	**Original :** The Contractor must maintain a continuous improvement program that improves services. The Contractor must identify solutions that minimize the need to call the service desk (e.g., additional End User training, Self-Help Support opportunities). **Propose Modification :** Enhance the use of the existing ITS Vantage Point to integrate with NYS Service Desk for increased user capabilities and improve customer experience	☐ Additional; **X** Supplemental; ☐ Equivalent ☐ Alternative
[redacted]			

No.	RFP Page, Section & Paragraph Reference	Description of RFP Requirement	Type of Proposed Modification
4.	Page 7 1.1 Purpose of Request For Proposals IT Transformation	**Original :** Maximizes existing resources **Propose Enhancement :** Maximize the full capabilities of NYS ServiceNow by leveraging Unisys experience in implementation of ServiceNow.	**X** Additional; ☐ Supplemental; ☐ Equivalent ☐ Alternative
[redacted]			

Attachment 21

ATTACHMENT 21

RFP C000382
ITS Service Desk Support and End User Break-Fix Support Services

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

M/WBE AND EEO POLICY STATEMENT

I, Naren Patel, the (awardee/contractor) Unisys Corporation agree to adopt the following policies with respect to the project being developed or services rendered at New York State for ITS Service Desk Support and End User Break-Fix Support Services

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 18th day of February, 2016

By: _____

Print: Naren Patel Title: Vice-President, Enterprise Solutions

Chris Darabant
(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.

M/WBE Contract Goals

30 % Minority and Women's Business Enterprise Participation

15 % Minority Business Enterprise Participation

15 % Women's Business Enterprise Participation

EEO Contract Goals

* % Minority Labor Force Participation

* % Female Labor Force Participation

*No EEO Contract Goals stated in RFP C000382. Please see Unisys EEO Staffing Plan (Form 100).

(Authorized Representative)
Naren Patel

Title: Vice-President, Enterprise Solutions

Date: 2/18/2016

State of New York
Office of Information Technology (ITS)
Competitive

Procurement for:
RFP C000382 ITS Service Desk Support and End User Break-Fix Support Services

Unisys Corporation

February 19, 2016

UNISYS

SECTION 1 - NY STATE OFFICE FOR INFORMATION TECHNOLOGY SERVICES (ITS)

SECTION 2 - ITS SERVICE DESK SUPPORT AND END USER BREAK-FIX SUPPORT SERVICES

Support RFP #C000382

RFP Attachment 1 – Proposal Checklist

ATTACHMENT 1 – PROPOSAL CHECKLIST

Checklist Item	Page # in Submission
☐ Submitted before the deadline established in the RFP and includes:	
☐ Financial/Administrative Proposal	X
☐ Six (6) appropriately labeled original paper copy sets of the Financial/Administrative Proposal	X
☐ Each hard copy of the Financial/Administrative Proposal should include a cover sheet labeled "Financial/Administrative Proposal," and be labeled with the official name of the Bidder's organization, the name of the RFP, and the number of the RFP. (If any part is submitted in a loose-leaf binder, this information should appear on the spine of the binder as well.)	X
☐ Two (2) corresponding searchable electronic media copies on USB 2- or 3-compliant Flash Drives labeled "Vendor name RFP# C000382 – Fin./Admin."	X
Each Financial/Administrative Proposal includes:	X
☐ Completed and Signed "Attachment 1 - Proposal Checklist"	1-1
☐ Completed, signed and notarized by Primary Contractor: Vendor Responsibility Questionnaire For-Profit Business Entity Note: Submit either paper copy or proof of online submission. (Attachment 3)	3-1
☐ Completed, signed and notarized by <u>each and every</u> Subcontractor that is expected to receive income valued at $100,000 or more over the term of the agreement: Vendor Responsibility Questionnaire For-Profit Business Entity Note: Submit either paper copy or proof of online submission. (Attachment 3)	3-1
☐ Completed and signed "Attachment 4 – NYS Required Certifications"	4-1
☐ Completed "Attachment 5 – Encouraging Use of NYS Businesses in Contract Performance," along with any supporting documentation	5-1
☐ Completed, signed, and notarized "Attachment 6 - Contractor Certification to Covered Agency, ST-220-CA"	6-1
☐ Completed "Attachment 7 - Bidder Firm Information"	7-1
☐ Completed and signed "Attachment 8 – Financial Proposal Workbook"	8-1
☐ Completed and signed EEO 100 – Equal Employment Opportunity Staffing Plan (Attachment 9)	9-1
☐ Completed and signed MWBE 100 - MWBE Utilization Plan (Attachment 10)	10-1
☐ Workers' Compensation Requirements under WCL § 57: Completed Workers Compensation Coverage Form (Attachment 11): • 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 • SI-12 (Affidavit Certifying That Compensation Has Been Secured): Board-approved self-insurers must obtain this form from Board's Self-	11-1

Insurance Office OR • GSI-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.	
☐ Disability Benefits Requirements under WCL § 220(8): Completed Disability Benefits Coverage Form (Attachment 11): • 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 • 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.	11-1
☐ Completed, signed and notarized Confidentiality and Non-Disclosure Agreement (Attachment 12)	12-1
☐ Completed, Signed, and Notarized Firm Offer Letter and Conflict of Interest Disclosure (Attachment 13)	13-1
☐ Completed "Attachment 15 - Lobbying Forms All-in-One" • Completed and signed Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b) • Completed and signed Offerer Disclosure of Prior Non-Responsibility Determinations	15-1
☐ Completed "Attachment 20- Extraneous Terms Template" (if applicable)	20-1
☐ Completed-"Attachment 21- Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement (Form # 4)"	21-1
☐ Technical Proposal	X
☐ Twelve (12) bound appropriately labeled original paper copy sets of the Technical Proposal (one of which must contain original notarized signatures)	X
☐ Each hard copy of the Technical Proposal should include a cover sheet labeled Technical Proposal," and labeled with the official name of the Bidder's organization, the name of the RFP, and the number of the RFP. (If any part is submitted in a loose-leaf binder, this information should appear on the spine of the binder as well.)	X
☐ Two (2) corresponding searchable electronic media copies on USB 2- or 3-compliant Flash Drives labeled "Vendor name RFP# C000382 – Technical"	X
☐ Completed and Signed "Attachment 1 – Proposal Checklist"	A1-2
☐ Completed, Signed, and Notarized "Attachment 13 - Firm Offer Letter and Conflict	A13-1

of Interest Disclosure"	
☐ Completed "Attachment 17 - Mandatory Eligibility Qualifications Form"	A17-1
☐ Completed "Attachment 18 – Technical Proposal Form"	1-1
Part 1 - Technical Proposal Overview includes:	1-1
☐ Executive Summary	1-1
☐ Comprehensive Table of Contents	1-3
Part 2 - Bidder's Experience includes:	2-1
☐ Corporate/Business Background Information of Primary Bidder	2-1
☐ Corporate/Business Background Information of Subcontractor	2-2
☐ Past Performance and Experience	2-6
☐ History of Working with Proposed Subcontractor	2-22
Part 3 - Engagement Approach includes:	3-1
☐ Proposed Approach for ITS Service Desk Support	3-1
☐ Proposed Approach for End User Break-fix Support	3-1
☐ General	3-56
☐ Customer Satisfaction	3-59
☐ Training	3-62
☐ Start-Up Plan	3-64
☐ Risk Management Plan	3-79
☐ Quality Management Plan	3-84
☐ Change Management Plan	3-86
Part 4 - Key Personnel and Staffing includes:	4-1
☐ Key Personnel Resumes	4-1
☐ Staffing Plan	4-1
Part 5 – Site Visit Facility Information includes:	5-1
☐ Site Visit Facility Information	5-1
☐ Completed "Attachment 19 - Requirements Verification and Traceability Matrix"	A19-1
☐ Completed "Attachment 20- Extraneous Terms Template" (if applicable)	A20-1
☐ No cost data is included in the Technical Proposal	X

* Should there be a discrepancy between the electronic media and the original hard copy, the hard copy takes precedent.

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

Authorized Signature:	Date: **2/18/2016**
Print Name and Title: **Naren Patel, Vice President**	
Company represented: **Unisys Corporation**	

Attachment 13 Firm Offer Letter and Conflict of Interest Disclosure

ATTACHMENT 13

Firm Offer Letter and Conflict of Interest Disclosure

Naren Patel
Vice President
Enterprise Solutions – State of New York
Unisys Corporation
10B Madison Avenue Extension
Albany, New York 12203

February 16, 2016

Mr. Edward Snyder
Contract Management Specialist
Empire State Plaza
Swan Street Building, Core 4
Albany, NY 12223

RE: RFP C000382, ITS Service Desk Support and End User Break-Fix Support Services
Firm Offer to the State of New York and Conflict of Interest Disclosure

Dear Mr. Snyder:

Unisys Corporation hereby submits this firm and binding offer to the State of New York in response to New York State Request for Proposals (RFP) # C000382 by the New York State Office of Information Technology for ITS Service Desk Support and End User Break-Fix Support Services. The Bid Proposal hereby submitted 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 270 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 Corporation's complete offer is set forth in two, separately bound volumes as follows:

Technical Proposal: Total of 12 hard copy volumes, with 1 electronic copy on PC Compatible Windows Readable CD-ROMs saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

Financial/Administrative Proposal: Total of 6 hard copy volumes, with 1 electronic copy on PC Compatible Windows Readable CD-ROMs saved as Microsoft Word, Excel and/or Adobe Acrobat formats, and in Windows file format

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

Unisys Corporation hereby affirms that, at the time of bid submission, Offerer knows of no factors existing at time of bid 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 Bid Proposal hereby submitted, including but not limited to:

1. No potential for conflict of interest on the part of the Offerer or any Subcontractor 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 procurement relative to the timeframe for service delivery, or personnel or financial resource commitments of Offerer or proposed subcontractors to other projects.

To comply with the Vendor Responsibility Requirements outlined in Section 8.6.of the above-referenced RFP, C000382 ITS Service Desk Support and End User Break-Fix Support Services hereby affirms that (enter an "X" in the appropriate box):

x An on-line Vendor Responsibility Questionnaire has be 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.

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 Corporation to the offer, and possesses the legal capacity to act on behalf of Offerer 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 Corporation.

Signature

Naren Patel
Vice President
Enterprise Solutions – State of New York
Unisys Corporation

Corporate Seal

CORPORATE ACKNOWLEDGMENT

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

On the 16th day of February in the year 2016, before me personally came: Naren Patel, to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) in Fort Lauderdale, FL; that he/she/they is (are) Vice President (the President or other officer or director or attorney in fact duly appointed) of Unisys Corporation, the corporation described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the board of directors of said corporation.

_____
Signature and Office of Person Taking Acknowledgment

PARTNERSHIP ACKNOWLEDGMENT

STATE OF }
:ss.:
COUNTY OF }

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.

_____
Signature and Office of Person Taking Acknowledgment

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF New york }
:ss.:
COUNTY OF Albany }

On the 16th day of February in the year 2016 before me personally appeared: Naren Patel, 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 29 Dublin Drive, Town of Niskayuna, County of Schenectady, State of New york; and that _he executed the foregoing instrument in his/her name and on his/her own behalf.

Lauretta Demars
Notary Public

LAURETTA DEMARS
Notary Public - State of New York
NO. 01DE6222631
Qualified in Albany County
My Commission Expires 5/24/18

UNISYS CORPORATION

SECRETARY CERTIFICATE

I, Susan B. Asch, 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, Naren Patel holds the position of Vice President, US&C Enterprise Solutions – State of New York, and has delegated authority to sign Unisys customer proposals and contracts in the United States.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation this 21st day of January 2016.

Susan B Asch

Assistant Secretary

Attachment 17 Mandatory Bidders Eligibility Qualifications

ATTACHMENT 17: MANDATORY BIDDER'S ELIGIBILITY QUALIFICATIONS FORM

Per Section 4.1 of the RFP, the following are the mandatory minimum Bidder qualifications.

The following are the mandatory minimum Bidder qualifications that must be met by the Prime Contractor. If these requirements are not met, the State shall deem the Proposal as non-responsive and eliminate the Bidder from further consideration. Bidders (and their predecessor business Enterprises) must:

1. **Have a minimum of seven (7) years of experience providing service-desk support services of similar size and scope to ITS requirements as set forth in this RFP, to entities of more than 50,000 users within the continental US.**

Identify how this requirement has been met, including the information below for each engagement. Enter dates in the following format: mm/dd/yyyy. If the date is through "present", present shall be date of submission. Add additional tables, as necessary.

Unisys Response:

The following Table 17.1.A. identifies how the above qualification of (7) years of experience providing service-desk support services of similar size and scope to ITS requirements to entities of more than 50,000 users within the continental US has been met. For all engagements where the end date is through "present" Unisys has used 02/19/2016 as per the RFP instructions.

Table 17.1.A. Entities of more than 50,000 users in the continental US

	Service Desk	Engagement		Total Experience	
Name of Client	**Users in Continental US**	**Start Date**	**End Date**	**Total Days**	**Total Years**
Microsoft	75,000	07/07/2010	02/19/2016	2053	5.6
US Army (AESD)	600,000	09/26/2014	02/19/2016	511	1.4
Fannie Mae	250,000	09/01/2002	02/19/2016	4919	13.5
Total				**7483**	**20.5**

Engagement 1 Description		
Name of Client: **Microsoft**	Start Date: 07/07/2010	End Date: 02/19/2016 (Present)
Contact Person Name: **SPECIAL CONTACT NOTE:** In order to coordinate a reference discussion for this client, please contact Ms. Becky Foster (Unisys Account POC) prior to contacting our customer. Unisys POC: Ms. Becky Foster Microsoft POC: Mr. Peter Sysum	Email Address: Ms. Becky Foster: Becky.Foster@unisys.com Mr. Peter Sysum: petersys@microsoft.com	Phone Number: Ms. Becky Foster: 928-221-0137 Mr. Peter Sysum: 425-704-9728
Size and Scope of Engagement (including: number of sites and users; number and type of staff involved; engagement budget): ***Scope:*** Unisys delivers comprehensive Service Desk Support to Microsoft similar in scope to the tasks required by NYS. Our Service Desk Support services relevant to NYS ITS include: providing users with a single point of contact (SPOC) for all IT incidents and service requests, IVR ACD Phone System, incident analysis and problem management support, alert monitoring, password resets for end users and mobile device wipes, Level 1 support for business applications, and VOIP support.		

- Number of sites: 500
- Number of users: 155,000 with 75,000 located in the US
- Number of staff: 1,500 (Service Desk Agents, Break-Fix Customer Engineers, PMO)
- Engagement budget: Annual contract value: $40 million

Engagement 2 Description		
Name of Client: **United States Army Enterprise Service Desk (AESD)**	Start Date: 09/26/2014	End Date: 02/19/2016 (Present)
Contact Person Name: Mr. Dennis Kelly	Email Address: dennis.p.kelly2.civ@mail.mil	Phone Number: 703-704-0566
Size and Scope of Engagement (including: number of sites and users; number and type of staff involved; engagement budget) ***Scope:*** Unisys provides the Army Enterprise Service Desk (AESD) with a full scope of IT Service Desk Support Services to 1.4 million United States Army personnel, 600,000 of whom are located in the United States. We handle 35,000 incidents/month in a rigorously secure environment, adhering to the DoD Directive 8570 for Information Assurance. Unisys provides a single point of contact (SPOC) for all US Army personnel requiring Service Desk and end user IT support services. Unisys provides and maintains 24x7x365 Tier 0 and Tier 1 service for new and legacy systems and applications from a primary location and a secondary continuity of operations location for users worldwide, including interactive voice response (IVR) technology, an Automated Call Director (ACD) call processing technology / integrated call management system, an integrated Workforce Management System, an integrated Service Management System with interoperability to existing Army Service Management Systems, and a web-based knowledge portal. • Number of sites: 5 • Number of users: 1.4 million with 600,000 located in the US • Number of staff: 245 Service Desk Agents • Engagement budget: Total contract value: $92.9 million		

Engagement 3 Description		
Name of Client: **Fannie Mae**	Start Date: 09/01/2002	End Date: 02/19/2016 (Present)
Contact Person Name: **SPECIAL CONTACT NOTE**: In order to coordinate a reference discussion for this client, please contact Mr. Mark Giffard (Unisys Account POC) prior to contacting our customer. Unisys POC: Mr. Mark Giffard Fannie Mae POC: Mr. Jeffrey Willis-Jones	Email Address: Mr. Mark Giffard: Mark.Giffard@unisys.com Mr. Jeffrey Willis-Jones: Jeffrey_willis-jones@fanniemae.com	Phone Number: Mr. Mark Giffard: 804-539-1979 Mr. Jeffrey Willis-Jones: 703-833-8600
Size and Scope of Engagement (including: number of sites and users; number and type of staff involved; engagement budget) ***Scope:*** Unisys delivers services to Fannie Mae similar in size, scope, and complexity to the requirements of the NYS ITS Service Desk Support and End-User Break-Fix Services RFP. Unisys provides Service Desk support to three groups of users: a) Fannie Mae personnel, b) the US public and c) Fannie Mae customers that use Fannie Mae mortgage products, software applications and / or services. Unisys supports users by receiving and resolving approximately 55,000 call incidents monthly. Unisys managed service centers (MSC) located in the		

US receive IT support incidents, incidents related to Fannie Mae products/services (i.e. a customer using a Fannie Mae mortgage product / application or service) and an inquiry or incident from anyone in the US (i.e. incident related to a Fannie Mae mortgage, a foreclosure, interested in FNMA inventory for sale, etc.). Unisys MSC supporting this client are located in Salt Lake City, UT and Augusta, GA. Unisys also provides relevant end user break-fix Field Services and Project work as needed.

- Number of sites: 16 locations across 8 US states
- Number of users: 250,000 annually
- Number of staff: 165, consisting of Service Desk Agents and Break-Fix Customer Engineers
- Engagement budget: Annual contract value: $10 million

2. **Have a minimum of seven (7) years of experience providing End User Break-Fix Support services to multiple geographic locations of similar size and scope to ITS requirements set forth in this RFP.**

Identify how this requirement has been met, including the information below for each engagement. Enter dates in the following format: mm/dd/yyyy. If the date is through "present", present shall be date of submission. Add additional tables, as necessary.

Unisys Response:

The following Table 17.2.A. identifies how the (7) years of end user break-fix experience to multiple geographic locations of similar size and scope has been met. For all engagements where the end date is through "present" Unisys has used 02/19/2016 as per the RFP instructions.

Table 17.2.A. Break-Fix Experience to Multiple Geographic Locations

	Break-Fix		Engagement		Total Experience	
Name of Client	**Number of Sites in the Continental US**	**Number of Devices Supported in the Continental US**	**Start Date**	**End Date**	**Total Days**	**Total Years**
EMC	78,500	N/A	12/01/2001	02/19/2016	5193	14.2
NEC	8,000	80,000	01/01/2008	02/19/2016	2971	8.1
Microsoft	300	200,000	07/07/2010	02/19/2016	2053	5.6
Total					**10217**	**27.9**

Engagement 1 Description		
Name of Client: **EMC Corporation**	Start Date: 12/1/2001	End Date: 02/19/2016 (Present)
Contact Person Name: Mr. Robert Cady	Email Address: Robert.Cady@emc.com	Phone Number: 585-507-1768
Size and Scope of Engagement (including: number of sites and users; number and type of staff involved; engagement budget): ***Scope***: Unisys provides break-fix field services to EMC's clients as an authorized EMC service provider for EMC storage products. Unisys is the largest EMC Authorized Service Network (ASN) partner in the world. To support EMC in this engagement, Unisys has over 1,000 trained / certified break-fix field staff supporting the full portfolio of EMC storage products.		

Unisys is recognized by EMC as a valued partner and industry leader in break-fix field services and EMC has made Unisys a member of its Service Provider Partner Advisory Board. Unisys consistently meets or exceeds all EMC KPIs; CSAT, SLA, and associated metrics for service performance.

- Number of sites: ~87,000 with 78,500 in the Continental US
- Number of staff: Over 1,000 trained / certified Break-Fix customer engineers
- Engagement budget: North America revenue for 2015: $22 million

Engagement 2 Description		
Name of Client: **NEC Corporation (NEC)**	Start Date: 01/01/2008	End Date: 02/19/2016 (Present)
Contact Person Name: Mr. Matt Worley	Email Address: Matt.Worley@necam.com	Phone Number: 214-262-3240
Size and Scope of Engagement (including: number of sites and users; number and type of staff involved; engagement budget): ***Scope:*** Unisys provides the end user break-fix support services for the client (international chain of convenience stores - LCSNA) as a subcontractor to NEC. Unisys engagement role is to support the 8,000 stores located in the United States while NEC supports the stores located internationally. Unisys provides LCSNA in the US with comprehensive end user break-fix and desk side support services for store locations, service desk and Integrated Services Management (ISM) support services. Unisys supports 80,000 end user devices including back-office desktops, laptops, tablets, mobile devices, and front-office point of sale (POS) equipment. Unisys services led to an enhanced end user customer experience, while optimizing the IT support services for the organization along with the corresponding cost efficiencies. • Number of sites: 8,000 in the Continental US • Number of users: 50,000 in the Continental US • Number of staff: 225 – consisting of Break-Fix Customer Engineers Service Desk Agents • Engagement budget: Annual contract value: $28 million		

Engagement 3 Description		
Name of Client: **Microsoft**	Start Date: 07/07/2010	End Date: 02/19/2016 (Present)
Contact Person Name: **SPECIAL CONTACT NOTE**: In order to coordinate a reference discussion for this client, please contact Ms. Becky Foster (Unisys Account POC) prior to contacting our customer. Unisys POC: Ms. Becky Foster Client POC: Mr. Kurt Beard	Email Address: Ms. Becky Foster: Becky.Foster@unisys.com Mr. Kurt Beard: kbeard@microsoft.com	Phone Number: Ms. Becky Foster: 928-221-0137 Mr. Kurt Beard: 425-421-9249
Size and Scope of Engagement (including: number of sites and users; number and type of staff involved; engagement budget) ***Scope:*** Unisys provides Microsoft with comprehensive Service Desk Support Services and end user break-fix field support services. Unisys experience relevance to break-fix field services includes supporting 400,000 end user devices across all major OEMs (Microsoft, Dell, HP, Lenovo, Apple, and Toshiba). Approximately 200,000 of the supported end user devices are located within the United States. • Number of sites: 500, 300 in the Continental US • Number of users: 155,000, 75,000 in the Continental US • Number of staff: 1500 (Break-Fix Customer Engineers, Service Desk Agents, and PMO) • Engagement budget: Annual contract value: $40 million		

3. **Have a minimum of three (3) years of experience providing services of similar size and scope to ITS requirements as set forth in this RFP to Public Sector Entities.**

Identify how this requirement has been met, including the information below for each engagement. Enter dates in the following format: mm/dd/yyyy. If the date is through "present", present shall be date of submission. Add additional tables, as necessary.

Unisys Response:

The following Table 17.3.A. identifies how the (3) years of experience providing services of similar size and scope to ITS requirements to Public Sector Entities has been met. For all engagements where the end date is through "present" Unisys has used 02/19/2016 as per the RFP instructions.

Table 17.3.A. Experience Providing services of similar size and scope to Public Sector Entities

	Service Desk		Break-Fix	Engagement		Total Experience	
Name of Client	**Global Users**	**Users in Continental US**	**End User Support Services**	**Start Date**	**End Date**	**Total Days**	**Total Years**
City of Chicago	40,000	40,000	x	12/01/1998	02/19/2016	6289	17.2
NYC Transit Authority	14,000	14,000	x	03/24/2005	05/31/2015	3720	10.2
DFAS	15,000	15,000	Desk side Support	03/02/2009	08/23/2014	2000	5.5
US Army (AESD)	1,400,000	600,000		09/26/2014	02/19/2016	511	1.4
Australia Department of Defence	120,000		x	02/01/2008	02/19/2016	2940	8.1
Total						**15460**	**42.36**

Engagement 1 Description		
Name of Client: **City of Chicago**	Start Date: 12/01/1998	End Date: 2/19/2016 (Present)
Contact Person Name: Mr. Roderick Warren	Email Address: Roderick.Warren@cityofchicago.org	Phone Number: 312-742-6703

Size and Scope of Engagement (including: number of sites and users; number and type of staff involved; engagement budget)

Unisys has provided managed services to the City of Chicago for almost 2 decades, providing end user services and assisting the City with numerous mission-critical city services, including its 911 emergency system, fire and police departments, as well as O'Hare International Airport.

Unisys staffs the Network Control Center (NCC) and provides service desk and desk side support; we merged multiple existing City of Chicago service desks to create a 24x7x365 service desk linked to the NCC for support of the City's 40,000 end users. As necessary, we dispatch break-fix customer engineers in support of more than 300 locations in Chicago. Unisys provides the break-fix service for all hardware products under warranty with the Original Equipment Manufacturer (OEM).

- Number of sites: 300
- Number of users: 40,000
- Number of staff: 48 Service Desk Agents and End User Break-Fix Customer Engineers
- Engagement budget: Annual Contract Value: $16 million

Engagement 2 Description		
Name of Client: **New York City Transit Authority (NYCTA)**	Start Date: 03/24/2005	End Date: 05/31/2015
Contact Person Name: Paul Toscano	Email Address: Paul.toscano@nyct.com	Phone Number: 646-252-6305

Size and Scope of Engagement (including: number of sites and users; number and type of staff involved; engagement budget)

Scope: Engagement scope consisted of Service Desk support and end user break-fix Field Services support for NYCTA, including asset management, procurement support, desktop management (including patch management, application packaging, software distribution, and image management), in addition to server management.

- Number of sites: 865 sites across the 5 boroughs of NYC
- Number of users: 14,000
- Number of staff: 70 including service desk agents, break-fix customer engineers, PMO
- Engagement budget: Annual contract value: $16 million

Engagement 3 Description		
Name of Client: **Defense Finance and Accounting Services (DFAS) Desktop Management Initiative (DMI) II**	Start Date: 03/02/2009	End Date: 08/23/2014
Contact Person Name: Ms. Karen Corder	Email Address: Karen.I.Corder.civ@mail.mil	Phone Number: 614-701-2074

Size and Scope of Engagement (including: number of sites and users; number and type of staff involved; engagement budget):

Unisys has provided DFAS with large-scale cradle-to-grave IT support services through enterprise-wide IT managed services for up to 15,500 users and 10 - 15 locations on multiple DMI contracts since 2004. Unisys provided a 24x7 single point-of-contact (SPOC) service desk and centralized desktop and laptop IT services, including application delivery and rollout, modernization, and compliance with DoD security mandates. Unisys reduced costs through efficiency and automation, while backing up 96 TB of vital DFAS data from desktops and laptops (mobile environment) every day with no data loss.

- Number of sites: 10 to 15
- Number of users: 15,000
- Number of staff: 50 service desk staff, 50 onsite support staff, 20 engineering staff, 10 PMO-MAC logistics personnel = 130 total
- Engagement budget: Total Contract Value: $121 million

Engagement 4 Description		
Name of Client: **United States Army Enterprise Service Desk (AESD)**	Start Date: 09/26/2014	End Date: 02/19/2016 (Present)
Contact Person Name: Mr. Dennis Kelly	Email Address: dennis.p.kelly2.civ@mail.mil	Phone Number: 703-704-0566

Size and Scope of Engagement (including: number of sites and users; number and type of staff involved; engagement budget)

Scope: Unisys provides the Army Enterprise Service Desk (AESD) with a full scope of IT Service Desk Support Services to 1.4 million United States Army personnel, 600,000 of whom are located in the United States. We provide support to Army personnel in a rigorously secure environment, adhering to the DoD Directive 8570 for Information Assurance. Unisys provides a single point of contact (SPOC) for all US Army personnel requiring Service Desk and end user IT support services.

Very similar to the service desk requirements outlined by NYS, Unisys provides the AESD with full-service 24 hour-a-day, 7 day-a-week, 365-day-a-year (24x7x365) SPOC operations support in the form of direct leadership; Event, Incident, and Problem Management; Request Fulfillment; Change Management; Access Management; Knowledge Management; and Reporting services.

- Number of sites: 5
- Number of users: 1.4 million with 600,000 located in the US
- Number of staff: 245 Service Desk Agents
- Engagement budget: Total contract value: $92.9 million

Engagement 5 Description		
Name of Client: **Australia Department of Defence**	Start Date: 02/01/2008	End Date: 02/19/2016 Present
Contact Person Name: **SPECIAL CONTACT NOTE:** In order to coordinate a reference discussion for this client, please contact Ms. Lysandra Schmutter (Unisys Account POC) prior to contacting our customer. Unisys POC: Ms. Lysandra Schmutter Client POC: Ms. Rochelle Thorne	Email Address: Ms. Lysandra Schmutter Lysandra.Schmutter@au.unisys.com Ms. Rochelle Thorne Rochelle.Thorne@defence.gov.au	Phone Number: Please contact Unisys POC Ms. Lysandra Schmutter or Kevin McCracken at the phone numbers below to arrange a reference call with Ms. Rochelle Thorne. Ms. Lysandra Schmutter +61 40 5619817 Mr. Kevin McCracken 949-939-9191

Size and Scope of Engagement (including: number of sites and users; number and type of staff involved; engagement budget):

Scope: Unisys provides a range of IT end user support services to 120,000 users across 450 Department of Defence locations within Australia. The primary services are service desk and break-fix field services including desk side support. Additionally Unisys provides IT support for network security, infrastructure and servers supporting all sections within the Australian Defence Force. These IT services support key operations of the Department of Defence, including the Australian Defence Force. Unisys streamlined IT support services for Department end users by resolving service desk queries and incidents faster and more effectively, and improved the coordination and consistency of IT processes nationally, resulting in a consistently high quality level and speed of service across all sites and locations in Australia.

- Number of sites: 450
- Number of users: 120,000
- Number of staff: 350 Service Desk Agent, Break-Fix Customer Engineers
- Engagement budget: $24 million annual

4. **Be registered with the NYS Department of State as an entity authorized to conduct business in New York State.**

Is the prime contractor registered with the New York Department of State as an entity authorized to conduct business in New York State?

_____X_____ Yes _____ No

6.2.1.2 PART 2 – BIDDER'S EXPERIENCE (LIMIT TO 25 PAGES)

RFP Requirement:

- *The Technical Proposal shall demonstrate to ITS that the Bidder has experience delivering services similar in scale and scope to the engagement described in this RFP.*
- *The Bidder shall complete the Bidder's Experience form provided in Attachment 18 to describe its company background and past experience in the Technical Proposal Response:*
- *The Technical Proposal must demonstrate to ITS that the Bidder has experience delivering services similar in scale and scope to the engagement described in this RFP. Complete the Bidder's Experience form below to describe its company background and past experience in the Technical Proposal. Limit response to 25 pages*

Unisys Response:

Corporate/Business Background of Primary Bidder

Bidder's Firm/Company Information

Firm Name	Unisys Corporation
Firm Address	801 Lakeview Drive, Suite 100, Blue Bell, PA 19422
Parent Company	N/A
Affiliates	N/A
Other Locations/ Branches (if any)	Unisys is a worldwide information technology corporation with locations around the globe. In New York State (NYS), our main locations include 10-B Madison Ave. Ext., Albany, NY 12203; 180 Kenneth Drive, Rochester, NY 14623; and 110 Wall Street, New York, NY 10005

Bidder's Primary Contact

Name, Title	Ron Sautter, Account Executive
Address	10-B Madison Ave. Ext., Albany, NY 12203
Email Address	Ron.Sautter@Unisys.com
Telephone Number	518-452-6287 office, 518-221-7569 mobile

Company Profile

Description of the company's corporate profile core business **Unisys Industry Leadership** **For the 3rd consecutive year,** **Gartner** **has positioned Unisys in the Leaders Quadrant of the North American End-User Services Magic Quadrant**	Unisys Corporation, headquartered in Blue Bell, PA, is a worldwide information technology services and solutions company. We provide a portfolio of IT and security services, software and technology that solves mission-critical problems for clients. With more than 20,000 associates, Unisys serves some of the largest commercial organizations and government agencies around the world. We specialize in helping clients solve complex IT challenges. Our offerings include cybersecurity, outsourcing and managed services, Software as a Service (SaaS) solutions, systems integration and consulting services, high-end server technology, cloud management software and services, and maintenance and support services. In addition to cybersecurity, our core strength is in End User Support Services, as recognized by Gartner as a Leader for past three consecutive years. This leadership is defined by our long history of successful delivery of End User Support services that not only meet and exceed service levels, but significantly improve the End User Experience. To achieve this success we have augmented the traditional support of Service Desk and Desk-side Site Support Services with Service Management and security into every touch point of our services portfolio. Our leadership includes our clear vision for enhancing our service offerings to meet the changing support demands of end users and security required to successfully deliver to a Digitally Enabled world. We understand what is required to deliver excellent service, and have a proven ability to execute on our vision as evidenced by our higher than industry average Net Promoter Score, client renewal rate of 87% and a median global average End User satisfaction rate of 90%.

	A key contributor to our leadership position includes driving cost out of the delivery chain by leveraging the data analysis from clients worldwide. The Unisys Resolution Optimization model is a unique differentiator of our delivery model. This model continually analyzes all support requests to determine the appropriate support level and to lower costs while maintaining SLAs. Opportunities for automating resolution, improving processes, and lowering the cost will be identified and reported to the Unisys Program Management Office (PMO) for NYS. Our PMO will make the operational changes necessary to drive the work to the appropriate resolution point.	
Service Offerings	**Description of service**	**Years the Service has been provided**
North America End User Services • 4 Data Centers • 3 Service Desks • 3 Network Ops Centers • 3 Security Op Centers	In Managed Services and Outsourcing, Unisys offerings include Service Desk, Global Field Services, Workspace Services, Security and Application Managed Services, as well as management of data centers, computer servers, end user environments and specific business processes.	More than 25 years
	In Systems Integration and Consulting, Unisys consults with clients to assess the security and cost-effectiveness of their IT systems and help them design, integrate, secure and modernize their mission-critical applications to achieve their business goals. Our Service Management Consulting Practice provides advisory, implementation, integration, and optimization services to assist clients on the discipline and process knowledge needed to fine-tune and maximize the value derived from Service Management.	More than 40 years
Global Field Services **Unisys has 3.6M+ devices under direct support and performs 4.2M+ dispatches per year**	In Cloud and Infrastructure Services, we provide design, build, and support services for our clients' IT infrastructure, including their networks, desktops, servers, mobile and wireless devices and transform their existing infrastructure to an agile and secure IT-as-a-service model.	More than 25 years
	In Maintenance and Field Services, we provide break-fix support of Unisys systems and products as well as those of leading OEM technology providers.	More than 40 years

Corporate/Business Background of Subcontractor

Note: copy and complete this section for each subcontractor proposed

Subcontractor Firm/Company Information

Firm Name	Annese & Associates, Inc.
Firm Address	747 Pierce Road, Clifton Park, NY 12065
Parent Company	None
Affiliates	None
Other Locations/ Branches (if any)	Warwick, NY; Brewster, NY; Herkimer, NY; Syracuse, NY; Rochester, NY; Buffalo, NY

Subcontractor's Primary Contact

Name, Title	Scott Elliott, NYS Government Account Manager
Address	747 Pierce Road, Clifton Park, NY 12065

Email Address	selliott@annese.com
Telephone Number	518-309-6397

Subcontractor Profile

Description of the company's corporate profile core business	Founded in 1970 in New York, Annese & Associates, Inc. (Annese) has been a partner to NYS for more than 40 years. In 2010, Annese was certified as a WBE in New York. Headquartered in Clifton Park, NY, Annese has its base of operations just 20 minutes north of Albany. Annese has held Statewide Onsite Break-Fix contracts with NYS agencies, including State Police and ITS, for 15 years. In 2015, Annese had nearly $85 million in revenue and 130 employees across New York. With 7 offices throughout New York and 130 employees, Annese is well positioned to provide its clients with IT managed services, including routine maintenance, break-fix, and alert monitoring from local, highly trained, and certified service professionals. Annese differentiates itself from its competitors—both large and small—through its expertise, relationships, and innovation. Recent business accolades include the following: • Technology Innovation Award by The Center for Economic Growth in 2015 • CRN's Solution Provider 500 list (Ranked #189 in 2015) • Inc. 5000 list of fastest growing private companies in the US (Ranked #4131 in 2015) • Ranked 3 times on the Best Companies to Work for in NYS list (Ranked #3 in 2013; #2 in 2009; #7 in 2008)
Service Offerings	

Description of service	**Years the Service has been provided**
New York State-wide 24x7 Onsite Break-fix	15 years
Alert Monitoring and Remediation	8 years
IT infrastructure architecture, design, and implementation services	15 years

Subcontractor Firm/Company Information

Firm Name	CMA Consulting Services
Firm Address	700 Troy Schenectady Road, Latham, NY 12110
Parent Company	N/A
Affiliates	N/A
Other Locations/ Branches (if any)	Latham, NY – HQ; Albany, NY – Data Center; New York, NY – NYC Office; Austin, TX; Phoenix, AZ; Dublin, OH; Washington, DC

Subcontractor's Primary Contact

Name, Title	Gary Davis, Executive Vice President
Address	700 Troy Schenectady Road, Latham, NY 12110
Email Address	gdavis@cma.com
Telephone Number	518-783-9003

Subcontractor Profile

Description of the company's corporate profile core business	CMA Consulting Services (CMA), a certified Woman-Owned Business Enterprise (WBE) with corporate headquarters in Latham, NY, has provided information technology services to commercial, industrial, public sector, and international accounts since 1984. Since its inception, CMA has grown to meet the changing needs of those who depend on leading-edge information technology services. CMA began operating as an executive search and placement service for MIS professionals. The firm expanded to include information technology consulting and, in 1990, incorporated full-scale product development, training, and support services, which now include Web-based system development and hosting services. Offering its services nationwide, CMA provides its customers with the best in proven technology and experienced professionals. CMA, with more than 350 employees, is an organization rich in technical systems management and support expertise. The firm has a vast array of experience in a variety of significant government projects of extensive scope and importance. CMA implemented electronic systems for more than 15 state governments, automating specific programs such as the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC); Child Welfare; Medicaid; and other business systems committed to improving public service.
Service Offerings	

Description of service	**Years the Service has been provided**
Professional Services	More than 30 years
Systems Integration	More than 20 years
Managed Services/Hosting	More than 10 years
Help Desk Support/End User Services	More than 20 years

Subcontractor Firm/Company Information

Firm Name	Stellar Services, Inc.
Firm Address	70 West 36th Street, Suite 702, New York, NY 10018
Parent Company	N/A
Affiliates	N/A
Other Locations/ Branches (if any)	Atlanta; Houston; San Francisco; and Washington, DC

Subcontractor's Primary Contact

Name, Title	Han Lim
Address	70 West 36th Street, Suite 702, New York, NY 10018
Email Address	HLim@stellarservices.com
Telephone Number	212-432-2848

Subcontractor Profile

Description of the company's corporate profile core business	Stellar Services, Inc. (Stellar) is a NYS-certified MBE Information Technology consulting firm. Stellar has worked with clients from many different industries in private and government agencies, and earned their respect by providing exceptional IT infrastructure and equipment management services. For example, Stellar has worked with the Port Authority of New York & New Jersey, the Office of the Inspector General, Aviation and Engineering, NYS Office of Information Technology (ITS), NYS Department of Transportation, and NY Metropolitan Transit Authority. Stellar can offer unsurpassed services that go beyond what is required of the

	firm, by delivering innovative solutions of the highest caliber. Stellar has diagnosed, repaired, and replaced computer and printer hardware components for numerous agencies. The firm is familiar with the services required in this RFP and has provided these services for many agencies, such as NYC School Construction Authority, NYC DCAS, and NYC HRA. Additionally, Stellar has considerable experience working with NYS agencies and is familiar with their working environment's technical aspects and personnel.
Service Offerings	

Description of service	**Years the Service has been provided**
IT Hardware Break-fix Services	15 years
IT Infrastructure Management (Network, Servers, etc.) and Support Services	21 years
Enterprise Software Development Services	15 years
Enterprise Software Integration Services	15 years
Enterprise IT HW/SW Deployment Services	15 years
Enterprise Content Management Systems	10 years

Subcontractor Firm/Company Information

Firm Name	A+ Consulting, Inc.
Firm Address	400 Andrews St., Suite 210, Rochester, NY 14604
Parent Company	N/A
Affiliates	N/A
Other Locations/ Branches (if any)	Dallas, TX

Subcontractor's Primary Contact

Name, Title	Hector E. Russomando
Address	400 Andrews St., Suite 210, Rochester NY 14604
Email Address	hector@aplustechnical.com
Telephone Number	585-232-8480

Subcontractor Profile

Description of the company's corporate profile core business	A+ Consulting, Inc. is a NYS-certified MBE providing staffing services in the areas of Information Technology, Finance and Engineering. Over 90% of the revenues are generated by these services. A+ Consulting, Inc. was founded in Rochester, NY in March of 2002 by its current president Hector Russomando. Mr. Russomando utilized his extensive network of industry specialists, acquired during his twenty years of industry experience, to attract and recruit the company's top management in Sales, Recruiting and Operations. A+ Consulting has grown at a high rate since its inception. We have provided our services across multiple states including California, New York, New Jersey, Connecticut,

	Georgia, Illinois, Massachusetts, Minnesota, Missouri, Ohio, Oklahoma, Pennsylvania, Utah and Texas. Our clients include: Xerox, ACS, Thomson Reuters, Iberdrola, AVNET, Rochester Institute of Technology, ATK, Wistron, Carestream, Alaris, Johnson & Johnson, University of Rochester, Key Bank.	
Service Offerings	Description of service	Years the Service has been provided
	IT Staffing, contract to hire and full time placements	14

Past Performance and Experience

- ***The Bidder shall describe its previous experience that qualifies the Bidder to provide the Services.***
- ***Bidder must have a minimum of seven (7) years of experience providing service-desk support services of similar size and scope to ITS requirements as set forth in this RFP, to entities of more than 50,000 users within the continental US. Three (3) prior engagement descriptions shall be included.***
- ***Bidder must have a minimum of seven (7) years of experience providing End User Break-Fix Support services to multiple geographic locations of similar size and scope to ITS requirements set forth in this RFP. Three (3) prior engagement descriptions shall be included.***
- ***Bidder must have a minimum of three (3) years of experience providing service of similar size and scope to ITS requirements as set forth in this RFP to Public Sector Entities. Three (3) prior engagement descriptions shall be included.***

[redacted]

Engagement 1 Description	
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	
Number and type of staff involved	
Engagement results and benefits delivered to the client	
Unisys significantly reduced call handling time, improved end user satisfaction and overall productivity.	
Engagement budget	
Size and complexity of engagement, including the number of sites and users within the Continental US	
List of Subcontractors and their duties	

Engagement 2 Description	
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	
Unisys supports 600,000 end users in the US in a rigorous, secure environment adhering to the DoD Directive 8570 for Information Assurance	
Number and type of staff involved	
Engagement results and benefits delivered to the client	
Engagement budget	

Size and complexity of engagement, including the number of sites and users within the Continental US	[redacted]
List of Subcontractors and their duties	

Engagement 3 Description	
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	

	[redacted]
Number and type of staff involved	
Engagement results and benefits delivered to the client	
Engagement budget	
Size and complexity of engagement, including the number of sites and users within the Continental US	
List of Subcontractors and their duties	

Engagement 4 Description	
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	
Number and type of staff involved	

Engagement results and benefits delivered to the client	[redacted]
Unisys has been supporting the Department of Homeland Security for 17 years	
Engagement budget	
Size and complexity of engagement, including the number of sites and users within the Continental US	
List of Subcontractors and their duties	

End User Break-Fix Support Services Experience

[redacted]

[redacted]

Exhibit 6.2.1.2-3. Break-Fix Support Services

Engagement 1 Description	
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	
Number and type of staff involved	
Engagement results and benefits delivered to the client	

	[redacted]
Engagement budget	
Size and complexity of engagement, including the number of sites and users within the Continental US	
List of Subcontractors and their duties	

Engagement 2 Description	
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	
Number and type of staff involved	
Engagement results and benefits delivered to the client	

Engagement budget	[redacted]
Size and complexity of engagement, including the number of sites and users within the Continental US	
List of Subcontractors and their duties	

Engagement 3 Description	
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	
Number and type of staff involved	
Engagement results and benefits delivered to the client	
Unisys supports 200,000 devices in the United States for this client	
Engagement budget	
Size and complexity of engagement, including the number of sites and users within the Continental US	
List of Subcontractors and their duties	

Engagement 4 Description	
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	
Number and type of staff involved	
Engagement results and benefits delivered to the client	
Engagement budget	
Size and complexity of engagement, including the number of sites and users within the Continental US	
List of Subcontractors and their duties	

Engagement 5 Description	
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	
Number and type of staff involved	
Engagement results and	

benefits delivered to the client	[redacted]
Engagement budget	
Size and complexity of engagement, including the number of sites and users within the Continental US	
Break-fix support for 1,275 sites located in all regions of New York State	
List of Subcontractors and their duties	

Public Sector Services Experience

[redacted]

Engagement 1 Description	
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	
Unisys consolidated multiple service desks into a single desk, providing support to 42 City Departments, 40,000 end users, and 300 locations.	
Number and type of staff involved	
Engagement results and benefits delivered to the client	
Engagement budget	
Size and complexity of engagement, including the number of sites and users within the Continental US	
List of Subcontractors and their duties	

Engagement 2 Description	
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	

End Date	[redacted]
Name of Client	
Nature of Client's business	
Description of services Provided	
Number and type of staff involved	
Engagement results and benefits delivered to the client	
Engagement budget	
Size and complexity of engagement, including the number of sites and users within the Continental US	
List of Subcontractors and their duties	

Engagement 3 Description	
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	

	[redacted]
Number and type of staff involved	
Engagement results and benefits delivered to the client	
Unisys performance was rated Exceptional by the client in all 5 evaluation areas including quality, schedule, cost control, management, and regulatory compliance	
Engagement budget	
Size and complexity of engagement, including the number of sites and users within the Continental US	
List of Subcontractors and their duties	

Engagement 4 Description	
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	

	[redacted]
Number and type of staff involved	
Engagement results and benefits delivered to the client	
Engagement budget	
Size and complexity of engagement, including the number of sites and users within the Continental US	
List of Subcontractors and their duties	

Engagement 5 Description	
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	
Number and type of staff involved	
Engagement results and benefits delivered to the client	

Engagement budget	[redacted]
Size and complexity of engagement, including the number of sites and users within the Continental US	
List of Subcontractors and their duties	

Engagement 6 Description	
Engagement Conducted By (Bidder/Subcontractor Company Name)	[redacted]
Start Date	
End Date	
Name of Client	
Nature of Client's business	
Description of services Provided	
Number and type of staff involved	
Engagement results and benefits delivered to the client	
Engagement budget	
Size and complexity of engagement, including the number of sites and users within the Continental US	
List of Subcontractors and their duties	

If sub-contractors are part of the Bidder's Proposal, prior engagement descriptions may include engagements conducted by the subcontractor(s). The description of Bidder's prior experience shall include information about its history working with the proposed subcontractors (e.g., nature of relationship, number of engagements worked together, duration of engagements, budget of engagement, percent split between firms).

HISTORY OF WORKING WITH PROPOSED SUBCONTRACTOR:

[redacted]

Part 1 – Technical Proposal
Overview

6.2.1.1 PART 1 – TECHNICAL PROPOSAL OVERVIEW

Executive Summary

RFP Requirement:

The Technical Proposal Overview shall include: An Executive Summary, of not more than two pages, that provides a brief description of the proposed approach and work effort.

Unisys Response:

Like many Unisys clients, New York State (NYS) Office of Information Technology Services (ITS) is seeking to consolidate and improve IT service delivery to your end-users. You want to increase efficiency and effectiveness while remaining true to your mission of a technology-enabled government leading the nation in service. Unisys has a plan for NYS that we will execute to achieve your transformational objectives securely within the required timeframes and then take NYS End User Services (EUS) to the next level of maturity/efficiency year on year of the engagement. **Exhibit 6.2.1-1** illustrates our vision for NYS.

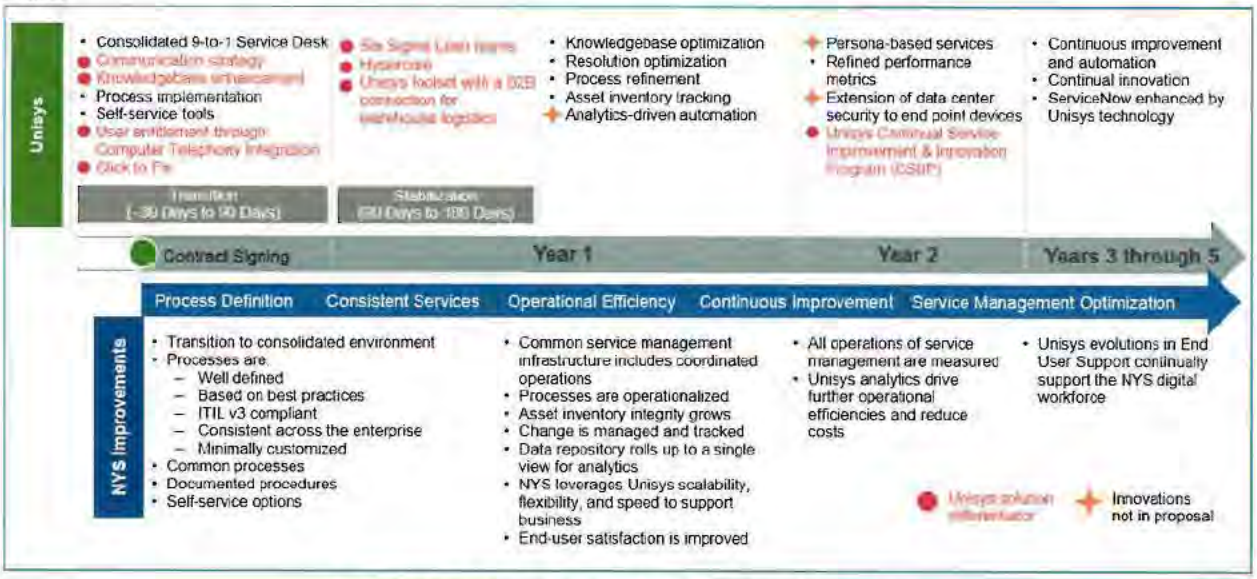

Exhibit 6.2.1-1. Our Vision for NYS Transformation.

The descriptions above the timeline depict the tools we will implement and the actions we will take over the term of the program. Red bullets represent actions/tools that are incremental to the core scope or serve as solution discriminators. The "starred" descriptions depict innovations that are not included in our proposal but we recommend NYS implement as separate projects. The descriptions below the timeline describe characteristics of the NYS EUS environment and operations that you can expect over the course of the Unisys engagement.

Start-Up: Although the Start-Up process for NYS will be complex, we will meet the NYS requirement by completing the Start-Up Period within 90 days of the Contract Start Date. Unisys has a long history of successfully transitioning large clients. For example, we recently migrated the US Army service desk (600,000 US users) to Unisys facilities within 120 days without any business disruption. Unisys will utilize the same battle-tested transition methodology and best practices to successfully transition NYS with predicable outcomes. Our structured methodology is flexible enough to be customized for the unique requirements of NYS business environment and solution. Another advantage of our start-up that will lower risk and enhance the speed of our transition will be the inclusion of our MWBE team members Stellar Services, Inc., Annese & Associates, Inc.(Annese) and CMA Consulting Services all of whom have an extensive history of providing staffing and field support for NYS.

Delivery Team: Our key delivery personnel includes Deborah Semple, our Engagement Manager. She is ITILV3 certified and has 26 years of IT experience managing large engagements with non-profit and commercial clients. She has extensive background in Service Desks, Deskside Support, Endpoint services, ITIL-based Cross Functional services (Change Management, Asset/Configuration Management, Problem Management, and Major Incident Management) and quality programs. Nestor Espinoza, our Service Desk Manager, has 7 ITIL certifications, PMP certification, and extensive experience managing large service desks. Jeff Ward, our Break-Fix Support Manager, has been a Unisys regional manager for field services during the past 14 years.

Service Levels Our solution will meet or exceed all the Service Levels described in the RFP with the possible exception of the Availability service level for which we need clarification prior to agreement. While we are proposing a high availability service desk solution (primary site with hot backup), the functionality of both centers is dependent upon NYS systems being on line and fully functional.

Solution Unisys proposes a solution that meets all of NYS requirements, goals, and objectives as set forth in the RFP. Our NYS-based solution presents the best of Unisys EUS capabilities and supports the NYS goal of keeping jobs in the state. Also, our approach of securely automating workloads and empowering end-users leads to increased efficiency, lowered costs, and increased end user satisfaction that supports your goal of providing world class service to NYS employees.

At the foundation of our solution is our resolution optimization model that drives events to the lowest cost point of resolution is the foundation of our EUS approach. Our teams develop performance metrics from the start of an engagement and use Six Sigma Lean principles coupled with data analytics to drive efficiency and optimize resolution cost. To use our Army example again, in less than one year, our team drove down handle times from 10.5 to 8.2 minutes and increased end-user satisfaction by enhancing the knowledge base and the associated scripts.

Our solution is also based on NYS and Unisys working together to achieve the efficiency objectives embedded within the Resolution Optimization Model. Unisys will identify and implement the necessary operational changes. However, NYS and Unisys will need to work together to help end-users understand the ease and the value of self-help tools and thus increase their usage over time. Table 6.2.1.3.1-5 Reduction Targets illustrates efficiency objectives included within our NYS solution model. We have achieved these efficiencies rates with similar clients and we know we can achieve them with NYS.

We are also using a proprietary toolset to drive efficiency and process maturity into the operations while enhancing the end-user experience. Examples of this toolset include our Computer Telephone Integration (CTI) tool to provide user entitlement that immediately identifies callers and reduces handle times. Our SpecOps tool will automate password resets and "Click to Fix" will increase Self Help and Self-Heal.

Our base solution consists of a primary service desk in Rochester, NY with multichannel access by your end-users' preference: phone, chat, email, portal. Unisys will use a core team of existing staff at the Rochester facility with ServiceNow experience as another way to affect a low-risk transition to enable best-in-class service right from the beginning. Our service desk facility in Augusta, GA, will provide back up and handle call overflows. All Unisys facilities are secure and certified ISO 9001, ISO 27001 and ISO 20000 (ITIL v3). We will deliver alert monitoring through our WBE subcontractor, Annese, using their network operations center in their Clifton Park, NY office.

Our end user break-fix support solution includes a team of customer engineers, partly made up of our NYS MWBE contractors, that will provide coverage of all NYS locations for break-fix using whole-unit swaps. We will leverage our long standing agreement with DHL to provide secure warehouses and logistics to manage NYS-owned swap inventory.

As your trusted partner, we will collaborate with NYS to deliver on your mission of "creating and delivering innovative solutions that foster a technology enabled government to best serve New Yorkers."

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6.2.1.3 PART 3 – ENGAGEMENT APPROACH

6.2.1.3.1 Service Desk Support – Limit 10 Pages

RFP Requirement:

- *The Technical Proposal shall include the Bidder's approach to meeting the Service Desk Support requirements specified in Section 2.1 including but not limited to:*
- *Key Service Elements*
- *Key Administrative Requirements*
- *Key Performance and Service Improvement Requirements*
- *Applications and Supported Services*
- *The Service Desk Support approach shall also include narrative describing:*
- *The protocol for identification of concerns related to the delivery of services. This protocol should include designated contacts, resolution intervals, and levels of management to be utilized to correct and resolve such matters.* ***(Unisys Note: please reference 17 - Attachment 18, Part 4 – Key Personnel and Staffing -Key Personnel where Operational Governance and Escalation Protocol will be covered)***
- *How requests received from VIP accounts will be handled.*
- *The Technical Proposal shall include the Bidder's approach to meeting the service levels specified in Section 3. Bidders shall describe their reporting capabilities and how they will meet or exceed the minimum SLR including detailed descriptions of how the service element is measured and provide sample reports for the service measures specified. (not included in the page limit).*
- *The Bidder shall include sample reports from other recent engagements that reflect its performance for similar Service Desk Support service level requirements.(not included in the page limit)*

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- ***Bidders shall describe their reporting capabilities and how they will meet or exceed the minimum SLR including detailed descriptions of how the service element is measured and provide sample reports for the service measures specified. (not included in the page limit).***

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Service Desk Overall Summary Report

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- *The Bidder shall include sample reports from other recent engagements that reflect its performance for similar Service Desk Support service level requirements.(not included in the page limit)*

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6.2.1.3.2 End User Break-Fix Support – limit to 10 pages

RFP Requirement:

- *The Technical Proposal shall include the Bidder's approach to meeting the End User Break-Fix support requirements and service levels specified in Section 2.2 including but not limited to:*
- *Key Service Elements*
- *Key Administrative Requirements*
- *Service Site Requirements*
- *End User Equipment Requirements*
- *The End User Break-Fix Support approach shall also include narrative describing:*
- *The protocol for identification of concerns related to the delivery of services. This protocol should include designated contacts, resolution intervals, and levels of management to be utilized to correct and resolve such matters. (Unisys Note : 17 - Attachment 18, Part 4 – Key Personnel and Staffing -Key Personnel where Operational Governance and Escalation Protocol are covered)*
- *How requests received from VIP accounts will be handled.*
- *plans for how staff will be dispatched to Emergency sites*
- *The Technical Proposal shall include the Bidder's approach to meeting the service levels specified in Section 3. Bidders shall describe their reporting capabilities and how they will meet or exceed the expected SLR including detailed descriptions of how the service element is measured and provide sample reports for the service measures specified. (not included in the page limit)*
- *The Bidder shall include sample reports from other recent engagements that reflect its performance for similar End User Break-Fix Support service level requirements. (not included in the page limit)*

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Bidders shall describe their reporting capabilities and how they will meet or exceed the expected SLR including detailed descriptions of how the service element is measured and provide sample reports for the service measures specified. (not included in the page limit)

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- ***The Bidder shall include sample reports from other recent engagements that reflect its performance for similar End User Break-Fix Support service level requirements. (not included in the page limit)***

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6.2.1.3.3 General – limit to 3 pages

RFP Requirement:

- ***The Technical Proposal shall describe what differentiates your services from your competitors.***

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[redacted]

- *The Technical Proposal shall describe how you will ensure compliance with Information Technology Infrastructure Library ("ITIL") as of the Contract Start Date and will maintain such level of compliance throughout the Term.*

[redacted]

6.2.1.3.4 Customer Satisfaction – limit to 2 pages

RFP Requirement:

- *The Technical Proposal shall include the Bidder's approach to meeting the Customer Satisfaction service levels specified in Section 3.*

[redacted]

[redacted]

- ***The Bidder shall include sample reports from other recent engagements that reflect its performance for similar Customer Satisfaction service level requirements***

[redacted]

6.2.1.3.5 Training – limit to 2 pages

RFP Requirement:

- *The Technical Proposal shall include the Bidder's approach to meeting the Training requirements specified in Section 2.4.*

[redacted]

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6.2.1.3.6 Start-Up Plan – limit to 15 pages

RFP Requirement:

- ***The Technical Proposal shall include an initial Start-Up Plan describing the Bidder's approach to meeting the Start-Up requirements specified in Section 2.5. The final Start-Up plan will be negotiated with the Contractor and approved by ITS after award.***
- ***The initial proposed Start-Up plan shall include:***
- ***Approach to training Contractor staff on ITS systems, processes and procedures and knowledge base articles***
- ***Start-Up strategy (e.g., which services first, how many at a time, how to coordinate management and ticket handling among responsible organizations during the transition)***
- ***Knowledge transfer, reverse knowledge transfer and training approach.***
- ***Roles and responsibilities during the Start-Up period, including Contractor and ITS staff***
- ***Communications Plan including methods of communicating progress and issues, as well as recommendations on meeting frequency and attendees***
- ***Escalation procedures for addressing concerns during the Start-Up period***
- ***Criteria for Contractor acceptance of full responsibilities for services described in the RFP***
- ***Start-Up schedule - The Start-Up plan shall include a detailed proposed Start-Up schedule to complete all of the requirements of this RFP. All critical milestones, deliverables, tasks, resources, timeframes, dependencies and the schedules' critical path shall be clearly delineated within the Start-Up project schedule. The Start-Up project shall include, at a minimum, the milestone deliverable specified in Appendix X. Bidders are expected to use their experience with similar projects to make recommendations on the required tasks and schedule.***
- ***Bidder acknowledges that any Start-Up plan negotiated between the parties shall include milestone dates. Such milestone dates shall be of the essence of the contract, as they are required for ITS to meet customer obligations for uninterrupted service.***

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6.2.1.3.7 Risk Management Plan – limit to 5 pages

RFP Requirement:

- ***The Technical Proposal shall include a Risk Management Plan that clearly articulates the methods to be utilized in the identification of potential risks; the procedures utilized to predict the likelihood that a risk will occur; the methods for quantifying the potential impact to the managed service; and, the methods for development of action plans to mitigate the impact of that risk occurrence. The Bidder should include information regarding best practices and, if applicable, lessons learned during other engagements that have been incorporated into the proposed Risk Management Plan***

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6.2.1.3.8 Quality Management Plan – limit to 2 pages

RFP Requirement:

- ***The Technical Proposal shall include a Quality Management Plan that describes the processes and techniques to measure, monitor and control, the quality of the services to ensure that the requirements of this RFP are met. The Bidder shall include information regarding best practices and, if applicable, lessons learned during other engagements that have been incorporated into the proposed Quality Management Plan; examples of bidder cost saving proposals that were implemented during other customer engagements; and describe how Bidder reports on and ensures compliance with regulatory and privacy requirements such as CJIS Security.***

[redacted]

[redacted]

6.2.1.3.9 Change Management Plan– limit to 2 pages

RFP Requirement:

- *The Technical Proposal shall include a comprehensive Change Management Plan that will encompass Organizational change, within a mutually agreed upon timeframe after contract approval for ITS approval. Organizational change allows for the capture of impact to people, process, and culture, within a mutually agreed upon timeframe after contract approval.*

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Part 4 – Key Personnel and Staffing

6.2.1.4 PART 4 – KEY PERSONNEL AND STAFFING

RFP Requirement:

In this section of the Technical Proposal, Bidders shall demonstrate that proposed staff have the necessary knowledge and demonstrated ability to provide the services required by this RFP. Proposal should include information about the number of ITIL certified staff, and employee retention strategies. ITS reserves the right to reject any personnel proposed by Bidder and will review and approve any substitutions in staff from those proposed by the Bidder in its Proposal.

[redacted]

6.2.1.4.1 Key Personnel – limit to 1 page per person

RFP Requirement:

The Proposal shall include experience profiles/resumes for all proposed Key Personnel (including any subcontractors) for the following roles:

- ***Engagement Management***
- ***ITS Service Desk Management***
- ***End User Break-Fix Support Services Management***

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6.2.1.4.2 Staffing Plan

RFP Requirement:

Bidders are required to complete a staffing plan that provides the following. Limit response to 5 pages.

- *A description of the strategy that will be used by Contractor to acquire human resources with the appropriate skills to staff the engagement and meet the obligations of this RFP.*
- *If subcontractors are to be used, the staffing plan shall describe the specific need for the expertise of the subcontractor and describe the contractual arrangements with the subcontractor.*
- *A description of methodologies Bidder currently uses and will use to minimize or eliminate attrition of employees.*
- *A description of the experience and actual training completed by existing staff to be assigned to the Contract*
- *A description of the training to be provided by Bidder to new hires before they are assigned to the Contract*
- *A description of whether staff will be dedicated to this engagement or shared with other engagement.*
- *A plan to notify ITS of any proposed changes for the key personnel. Include proposed procedures to replace the Key Personnel with someone possessing equal or greater qualifications if required by ITS.*
- *The staffing plan shall support End User Break-Fix Support for Standard, Priority, Secure and Emergency Services. To demonstrate to ITS that Bidder can provide the Services, Bidder shall include the following:*
- *The location from which each End User Break-Fix support staff will be dispatched*
- *The areas of NYS that each End User Break-Fix support staff will cover*

Unisys Response:

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Part 5 – Site Visit Facility Information

6.2.1.5 PART 5 – SITE VISIT FACILITY INFORMATION – LIMIT TO 3 PAGES

RFP Requirement:

- *ITS will conduct one (1) Service Desk site visit and one (1) monitoring site visit (if the monitoring site is different than the service desk site) to ensure Bidder can adequately provide for supporting the Service. Desk Support and alert monitoring requirements. The Bidder shall provide its site visit location information and other information related to the facility on the Site Visit Facility Information Form (provided in Attachment 18) with its bid response. The site identified by the Bidder must be a facility that is within the continental US and representative of the type of facility or facilities that it is proposing to use to perform the work of the scale and scope required by this RFP.*

[redacted]

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Attachment 19 – Requirements Verification and Traceability Matrix

6.2.1.6 ATTACHMENT 19 – REQUIREMENTS VERIFICATION AND TRACEABILITY MATRIX:

RFP Requirement:

- *Bidder shall complete Attachment 19 to verify its ability to meet the business requirements, and identify what section of bidders proposal in Attachment 18 addresses each requirement.*

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Attachment 19 – Requirements Verification and Traceability Matrix