

## STATE TERM CONTRACT

THIS CONTRACT ("Contract") is between the State of Ohio ("State"), through its Department of Administrative Services, General Services Division, at 4200 Surface Road, Columbus, Ohio, 43228 and EXCEL Management Systems Inc. ("Contractor"), with offices at 691 N. High Street, 2<sup>nd</sup> Floor, Columbus, Ohio, 43215.

### BACKGROUND

The State recognizes that it is sometimes advantageous to do business with some manufacturers under a State term contract rather than through a competitive bidding or proposal process. In such cases, the State may enter into a contract with the manufacturer provided that the manufacturer offers its products and ancillary services at the same prices that the manufacturer offers those products and services to the US Government under the GSA's Multiple Award Schedule program or SmartBuy program. Or if the manufacturer has no contract under the GSA's Multiple Award Schedule program or SmartBuy program, the State will accept the pricing the manufacturer offers to its distributors. Further, if the manufacturer has no GSA Multiple Award Schedule or SmartBuy contract and no distributors, the State may accept the prices that the manufacturer offers to its most favored customers for each product or service.

The State also recognizes that some manufacturers work primarily through dealers for various reasons, including offering customers better support through dealers that have a local presence in a service area. Because of this, the State may sometimes agree to work directly with a manufacturer's dealers.

However, if the Contractor is not the manufacturer of the products or services under this Contract, the Contractor must submit a letter from the manufacturer that assures the State that the Contractor is an authorized dealer in the manufacturer's products or services. The letter also must assure the State that the Contractor will have sufficient quantities of the offered products for the duration of the Contract to meet the State's needs under the Contract during the initial term and any extensions. Further, the letter must identify each of the manufacturer's product and service that the Contractor will supply under this Contract. The letter also must contain an assurance of the availability through the dealer of repair services and spare parts for products covered by this Contract for five years from the date of purchase. It also must contain an assurance that software maintenance will be available under the terms of this Contract either from the dealer or the manufacturer for six years from the date of acceptance. (This assurance is not necessary for PC and PC-based server software with a perpetual license fee of less than \$10,000.00 per copy.) The dealer must submit the letter, signed by an authorized representative of the manufacturer, with the executed copies of this Contract.

This Contract establishes terms and conditions under which State agencies (including any board, instrumentality, commission, or other political body) and Ohio political subdivisions, such as counties, municipalities, and townships, may acquire the Contractor's products or services at the pricing identified below. This Contract, however, only permits such; it is not a requirements contract and does not obligate any State agency or political subdivision to acquire the Contractor's products or services.

### TERMS AND CONDITIONS

#### 1 - TERM

- 1.1 **TERM.** This Contract is effective on the date the State's duly authorized representative executes it, as evidenced by the date appearing with the representative's signature, below. Unless this Contract is terminated or expires without renewal, it will remain in effect until June 30, 2013. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.
- 1.2 **CONTRACT RENEWAL.** In the State's sole discretion, it may renew this Contract for a period of one month at the end of each biennium during which this Contract remains in place. Any further renewals will be only by written agreement between the State and the Contractor. Such renewals may be for any number of times for any period not to exceed the time remaining in the State's then-current biennium.

#### 2 - PRICING AND PAYMENT

- 2.1 **CERTIFICATION OF ACCURACY.** By checking one of the following three items, the Contractor certifies that the Contractor's prices under this Contract are:
- x The prices at which the Contractor currently offers each product and service to the US Government under the GSA's Multiple Award Schedule program;  
The prices at which the Contractor currently offers each product and service to the US Government under the GSA's SmartBuy program; or

The best prices at which the Contractor has offered each product and service to its most favored customers within one year before the date the Contractor executed this Contract or adds the product or service to this Contract, whichever is later.

If the Contractor is offering prices based on its most favored customer prices, the Contractor represents that it does not have a GSA Multiple Award Schedule or SmartBuy contract.

If the Contractor has submitted a manufacturer's letter to certify that the Contractor is an authorized dealer for the manufacturer, the Contractor represents that the information in the letter is accurate and that a duly authorized representative of the manufacturer signed the letter.

The Contractor further certifies that the above representations will apply and be true with respect to all future pricing information submitted to revise this Contract.

- 2.2 PRICE ADJUSTMENTS.** If the Contractor has relied on its GSA Multiple Award Schedule pricing or its GSA SmartBuy pricing, the State will be entitled to any price decreases that the Contractor offers to the GSA for any of its products and services during the term of this Contract. The Contractor must notify the State of any reduction in its GSA Multiple Award Schedule or SmartBuy pricing within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

If the Contractor has relied on its best customer pricing, the State will be entitled to a price decrease any time the Contractor or any of its dealers or distributors under this Contract sells a product or a service to any of its customers for less than the price agreed to between the State and the Contractor under this Contract. Any time the Contractor or any of its dealers or distributors under Section 3.1 of this Contract sells a product or provides a service to any customer for less than it is then available to the State under this Contract, the Contractor must notify the State of that event within 30 days of its occurrence and immediately reduce the price of the affected products or services to the State under this Contract.

The Contractor also must notify the State within 30 days of any general reduction in the price of any product or service covered by this Contract, even if the general reduction does not place the price of the product or service below the price available to the State under this Contract. The purpose of this notice of a general reduction in price is to allow the State to assess the value the State believes it is receiving under this Contract in light of the general reduction. If the State believes it is appropriate, the State may ask to renegotiate the Contract price for the products and services affected by the general reduction in price. If the Contractor and the State cannot agree on a renegotiated price, then on written notice to the Contractor, the State may immediately remove the affected products and services from this Contract.

- 2.3 PRICELIST.** The Contractor's pricelist for the products and services that the Contractor may provide to the State under this Contract is attached as Exhibit I. For convenience, those products and services are called "Deliverables" in this Contract. Any custom materials resulting from the Contractor's services also are called "Deliverables" in this Contract. The Contractor may not provide any other Deliverables under this Contract without a prior written amendment to this Contract that both the State and the Contractor have signed. Furthermore, the Contractor may not charge the State greater prices for these Deliverables than the prices on the Exhibit I. If Exhibit I contains or incorporates by reference any terms or conditions other than a description of the scope of license for software, a description of the Contractor's products and services, and the prices for those products and services, those terms or conditions are excluded from this Contract and are of no effect. Exhibit I is identified as the following pricelist:

Pricelist attached: STS Rates 2013 through 2017.xlsx

The Contractor will not sell to the State any notebook computers with less than a 1.60 GHz internal clock speed. Additionally, the Contractor will not sell to the State any PCs or servers using CPUs with less than a 3.0 GHz internal clock speed. Additionally, the Contractor will not sell to the State any term software licenses. And except in the case of operating systems licensed in conjunction with desktop PCs, notebook computers, PDAs, and similar personal computing devices that the OEM does not distribute without an operating system, the Contractor will not sell or license any Microsoft software to the State. If any of the foregoing items are listed in the Contractor's pricelist, they are deleted for purposes of this Contract.

- 2.4 NOTIFICATION OF PRICE INCREASES.** If this Contract permits any price increases, the Contractor must notify the State and any affected State agencies of the increase at least 60 days before the effective date of the price increase. The Contractor must notify affected State agencies at their purchase order "bill to" address contained in the applicable purchase orders. This notification must specify, when applicable, the product serial number, location, current price, increased price, and applicable purchase order number.

- 2.5 Payment Due Date.** Payments will be due on the 30th day after the later of:

- (a) The date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or
- (b) The date the State accepts the Deliverable.

The date the State issues a warrant (the State's equivalent to a check) in payment of an invoice will be considered the date payment is made. Without diminishing the Contractor's right to timely payment, the payment will be overdue only if it is not received by the 30th day after the payment's due date. If the State has not issued payment by then, interest will begin to accrue under Ohio Revised Code (the "Code") § 126.30.

**2.6 Invoice Requirements.** The Contractor must submit an original invoice with three copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:

- (a) Name and address of the Contractor as designated in this Contract;
- (b) The Contractor's federal tax identification number as designated in this Contract;
- (c) The Contractor's invoice remittance address as designated in this Contract;
- (d) The purchase order number authorizing the delivery of the Deliverables;
- (e) A description of the Deliverables, including, as applicable, the time period, serial number, unit price, quantity, and total price of the Deliverables; and
- (f) If the invoice is for a lease, the Contractor also must include the payment number (e.g., 1 of 36).

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information. If an invoice does not meet this section's requirements, or if the Contractor fails to give proper notice of a price increase (see the next section), the State will send the Contractor written notice. The State will send the notice, along with the improper invoice, to the Contractor's address designated for receipt of purchase orders within 15 days. The notice will contain a description of the defect or impropriety and any additional information the Contractor needs to correct the invoice. If such notification has been sent, the payment due date will be 30 days after the State receives a proper invoice and has accepted the Contractor's Deliverable.

**2.7 OHIO PAYMENT CARD.** Participating State agencies issuing orders under this Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget and Management ("OBM") has authorized the agency to exceed this limit. If OBM increases the dollar limit for payment cards for all State agencies, the State will post notice of that on its Procurement Website. Participating State agencies are required to use the Ohio Payment Card in accordance with OBM's current guidelines for the Ohio Payment Card and the agency's approved plan filed with the OBM. The Contractor may process a payment in the payment card network only upon delivery and acceptance of the applicable Deliverables. For partial deliveries or performance, the Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the ordering agency. Upon completion of the delivery of remaining Deliverables, the Contractor may process a payment request in the payment card network for the remainder of the order. The Contractor should receive payment through its merchant bank within the time agreed upon between the Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transactions, which the Contractor may not pass on to the State.

**2.8 NON-APPROPRIATION OF FUNDS.** The State's funds are contingent on the availability of lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails to continue funding for any payments due hereunder, the order or orders under this Contract that are affected by the lack of funding will terminate as of the date that the funding expires, and the State will have no further obligation to make any payments with respect to the affected order or orders.

**2.9 OBM CERTIFICATION.** This Contract is subject to Code § 126.07. Any orders under this Contract are void until the Director of the OBM certifies that there is a balance in the appropriation available to pay for the order.

**2.10 CONTROLLING BOARD AUTHORIZATION.** The State's obligations under this Contract are subject to the Ohio Controlling Board continuing to authorize the State's use of its term contracts program. If the Ohio Controlling Board fails to authorize or withdraws its authorization for this program, this Contract will terminate immediately, and the Contractor may not take any more orders under it.

**2.11 TRAVEL EXPENSES.** Any travel that the Contractor requires to perform its obligations under this Contract will be at the Contractor's expense. The State will pay for any additional travel that it requests only with prior written approval. The State will pay for all additional travel expenses that it requests in accordance with OBM's travel policy in Rule126-1-02 of the Ohio Administrative Code (the "Administrative Code").

**2.12 TAXES.** The State is exempt from all sales, use, excise, and property taxes and will not pay any such taxes. To the extent sales, use, excise, or any similar taxes are imposed on the Contractor in connection with any Deliverable, the Contractor must pay those taxes together with any interest and penalties not successfully disputed with the taxing authority.

- 2.13 **OFFSET.** The State may set off any amounts the Contractor owes to the State under this or other contracts against any payments due from the State to the Contractor under this or any other contracts with the State.

### 3 - CONTRACT ADMINISTRATION

- 3.1 **DEALERS AND DISTRIBUTORS.** The State authorizes the Contractor to name one or more dealers to work with the State on behalf of the Contractor. But if the Contractor decides to use any dealers, the Contractor must submit the name, principal business address, addresses for purchase orders and for payments, telephone number, and its federal tax identification number. The Contractor also must submit a completed W9 form for each dealer it wishes to name under this section. The Contractor's submission must be on its official letterhead, signed by an authorized representative, and addressed to the Deputy State Chief Information Officer, Office of Information Technology.

In doing so, the Contractor warrants that:

- (a) The Contractor has provided the dealer with a copy of this Contract, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Contract.
- (b) Such agreement specifically provides that it is for the benefit of the State as well as the Contractor.
- (c) The Contractor will remain liable under this Contract for the services of any dealer and will remedy any breach of the dealer under this Contract.
- (d) Payments under this Contract for the services of any dealer may be made directly to that dealer, and the Contractor will look solely to the dealer for any payments due to the Contractor once the State has paid the dealer.
- (e) To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the agreement required under this section with the Contractor, the Contractor will indemnify the State for such liability.

If the Contractor wants to designate a dealer that will not receive payments (a "distributor"), the Contractor may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

The State strongly encourages the participation of small and disadvantaged businesses in its contracting programs and has created a certification program to Encourage Diversity Growth and Equity (EDGE) in State contracting. State agencies are instructed to include in their procurements such participation, including through the use of State Term Schedule contracts that are either held by EDGE businesses or that offer the opportunity to work with EDGE dealers or distributors.

- 3.2 **AUDITS.** During the term of this Contract and for three years after termination, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Deliverables and to the pricing representations that the Contractor has made to acquire this Contract. This audit right also will apply to the State's duly authorized representatives and any organization providing funding for any Deliverable.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or the facilities where the Contractor substantially performed under this Contract. If this is not practical, the Contractor must assume the cost of collecting, organizing, and relocating the records, along with any technology needed for accessing the records, to its office nearest Columbus, Ohio whenever the State or any entity with audit rights requests access to the records. The Contractor must do so within 15 days of receiving the State's written notice of its intent to audit the Contractor's records and must notify the State as soon as the records are ready for audit.

If any audit reveals any material misrepresentation or overcharge to the State, the State will be entitled to recover its damages, including the cost of the audit.

- 3.3 **INSURANCE.** The Contractor must provide the following insurance coverage at its own expense throughout the term of this Contract:

- a. Workers' compensation insurance, as required by Ohio law, and if some work will be done outside Ohio, the laws of the appropriate states where work will be done. The Contractor also must maintain employer's liability insurance with at least a \$1,000,000.00 limit.
- b. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, and property damage. The defense cost must be outside of the policy limits. Such policy must designate the State of Ohio as an additional insured, as its interest may appear. The policy also must be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance must be:

\$ 2,000,000 General Aggregate  
\$ 2,000,000 Products/Completed Operations Aggregate  
\$ 1,000,000 Per Occurrence Limit  
\$ 1,000,000 Personal and Advertising Injury Limit  
\$ 100,000 Fire Legal Liability  
\$ 10,000 Medical Payments

The policy must be endorsed to provide the State with 30-days prior written notice of cancellation or material change to the policy. And the Contractor's Commercial General Liability must be primary over any other insurance coverage.

- a. Commercial Automobile Liability insurance with a combined single limit of \$500,000.
- b. Professional Liability insurance covering all staff with a minimum limit of \$1,000,000 per incident and \$3,000,000 aggregate. If the Contractor's policy is written on a "claims made" basis, the Contractor must provide the State with proof of continuous coverage at the time the policy is renewed. If for any reason the policy expires, or coverage is terminated, the Contractor must purchase and maintain "tail" coverage through the applicable statute of limitations.

All certificates must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

- 3.4 **CONTRACT COMPLIANCE.** Any State agency that uses this Contract will be responsible for the administration of this Contract with respect to the orders that it places and may monitor the Contractor's performance and compliance with this Contract. If an agency becomes aware of any noncompliance with the terms of this Contract or the specifications of an order, the agency may document the noncompliance and give the Contractor written notice of the noncompliance for immediate correction. If the Contractor fails to cure the noncompliance, the agency may notify the State through the Department of Administrative Services, Office of State Purchasing, by executing a Complaint to Vendor form to help resolve the issue. Should the State determine that the form identifies an uncured breach of this Contract, the State may terminate this Contract and seek such other remedies as may be available to it.
- 3.5 **POLITICAL SUBDIVISIONS.** Ohio political subdivisions, such as Ohio cities, counties, and townships ("Political Subdivisions"), may rely on this Contract. Whenever a Political Subdivision relies on this Contract to issue a purchase order, the Political Subdivision will step into the shoes of the State under this Contract for purposes of its order, and, as to the Political Subdivision's order, this Contract will be between the Contractor and the Political Subdivision. The Contractor must look solely to the Political Subdivision for performance, including but not limited to payment, and must hold the State harmless with regard to such orders and the Political Subdivision's performance. But the State will have the right to terminate this Contract and seek such remedies on termination as this Contract provides should the Contractor fail to honor its obligations under an order from a Political Subdivision. Nothing in this Contract requires the Contractor to accept an order from a Political Subdivision, if the Contractor reasonably believes that the Political Subdivision is or will be unable to perform its obligations in relation to that order.
- 3.6 **RECALLS.** If a Deliverable is recalled, seized, or embargoed, or if the Contractor, a manufacturer, packer, processor, or regulatory body finds that a Deliverable has been misbranded, adulterated, or is unsafe, the Contractor must notify the State, through the Department of Administrative Services, Office of State Purchasing, as well as all agencies that have ordered the Deliverable, within ten business days after the Contractor learns of any of the above events. At the option of the State, the Contractor must either reimburse the State for the purchase price of each affected Deliverable or provide an equal or better replacement for each Deliverable at no additional cost to the State. The Contractor also must remove and replace all affected Deliverables within a reasonable time, as determined by the State. Further, at the option of the State, the Contractor may be required to reimburse the State for storage costs and handling fees, which the State may calculate from the time of delivery of each affected Deliverable to the Deliverable's actual removal. Furthermore, the Contractor must bear all costs associated with the removal and proper disposal of the affected Deliverables. The State will treat any failure to refund the purchase price or provide a suitable replacement within a reasonable time, not to exceed 30 days, as a default.
- 3.7 **TERMINATION.** The State may terminate this Contract or any order under this Contract if the Contractor defaults in meeting its obligations and fails to timely cure its default. The State also may terminate this Contract or any order under it if a petition in bankruptcy is filed by or against the Contractor and not dismissed within 60 days. And the State may terminate this Contract or any order under it if the Contractor violates any law or regulation while performing under this Contract or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In all of the foregoing cases, the termination will be for cause.

On written notice, the Contractor will have 30 days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract, the applicable orders, or both immediately upon written notice to the Contractor. Some provisions of this Contract may provide for a shorter cure period than 30 days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State also may terminate this Contract in the case of breaches that are cured within 30 days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations two times. After the second such notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three defaults do not have to relate to the same obligation or type of failure.

The State also may terminate this Contract or any order under this Contract for its convenience and without cause. And the State may terminate this Contract or any order under it if the Ohio General Assembly fails to appropriate funds for any order under this Contract. Further, if a third party is providing funding for an order, the State also may terminate this Contract or any order under it should that third party fail to release any funds related to this Contract or an order under it.

Any notice of termination will be effective as soon as the Contractor receives it. On receipt of the notice of termination, the Contractor will immediately cease all work on any Deliverables affected by the termination and take all steps necessary to minimize any costs the Contractor will incur related to the affected orders. The Contractor also must immediately prepare a report and deliver it to the State. The report must detail all open orders at the time of termination.

If the State terminates this Contract or any order for cause, it will be entitled to cover for the affected orders by using another vendor or vendors on such commercially reasonable terms and conditions as it and the covering vendors may agree. The Contractor will be liable to the State for all costs related to covering for the affected orders to the extent that such costs exceed the costs that the State would have incurred under this Contract for those orders. The Contractor also will be liable for any other direct damages resulting from its breach of this Contract or other event leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount the State determines that it owes the Contractor.

- 3.8 EXCUSABLE DELAY.** Neither party will be liable for any delay in its performance under this Contract that arises from causes beyond its reasonable control and without its negligence or fault. The delayed party must notify the other promptly of any material delay in performance and must specify in writing the proposed revised performance date as soon as practicable after notice of delay. For any such excusable delay, the date of performance or delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party also must describe the cause of the delay and what steps it then is taking or will take to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the party has not taken commercially reasonable steps to mitigate or avoid the delay.
- 3.9 INDEPENDENT STATUS.** The parties will be acting as independent entities. The partners, employees, officers, directors, and agents of one party may only act in the capacity of representatives of that party and not as employees, officers, directors, or agents of the other party and will not be deemed as such for any purpose. Each party assumes full responsibility for the actions of its partners, employees, officers, directors, and agents while performing under this Contract and will be solely responsible for paying those people. Additionally, each party will be solely responsible for withholding and paying social security and income taxes, making workers' compensation contributions, paying disability benefits, and providing fringe benefits, if any, for its partners, employees, officers, directors, and agents, and neither party may legally bind the other party in any manner.
- 3.10 LOCATION OF SERVICES AND DATA.** As part of this Contract, the Contractor must disclose the following:
- (a) All locations where any services will be performed;
  - (b) All locations where any State data applicable to the Contract will be maintained or made available; and
  - (c) The principal place of business for the Contractor and all its subcontractors.

The Contractor may not change any location where any services are performed to a location outside the country of the original location or change any location where the data is maintained or made available to any other location outside the country of the original location without prior written approval of the State, which the State will not be obligated to provide.

#### 4 - DELIVERY AND ACCEPTANCE

- 4.1 **ACCEPTANCE.** The acceptance procedure for Deliverables will be an informal review by the agency acquiring the Deliverables to ensure that each Deliverable meets the warranties in this Contract. The State will have up to 30 days after installation to do this. The State will not issue a formal letter of acceptance, and passage of 30 days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverables does not meet the warranties in this Contract.

If the State issues a noncompliance letter, the Contractor will have 30 days to correct the problems listed in the letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the State has issued a noncompliance letter, the Deliverable will not be accepted until the State issues a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30-day period, the State will issue the acceptance letter within 15 days after all defects have been fixed.

- 4.2 **TITLE.** Title to any Deliverable will pass to the State only on acceptance of the Deliverable, and all risk of loss will remain with the Contractor until title to the Deliverable passes to the State.
- 4.3 **DELIVERIES.** The Contractor must make all deliveries F.O.B. destination.

#### 5 - INTELLECTUAL PROPERTY

- 5.1 **COMMERCIAL MATERIAL.** As used in this section, "Commercial Material" means anything that the Contractor or a third party has developed at private expense and that is commercially available in the marketplace, subject to intellectual property rights, and readily susceptible to copying through duplication on magnetic media, paper, or other media. Examples include the written reports, books, pictures, videos, movies, computer programs, source code, and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in an Exhibit to this Contract, if that scope of license is different than the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

For Commercial Software, the State will have the following, perpetual rights, subject to the next paragraph. The State may:

- (1) Use and copy the Commercial Software for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred;
- (2) Use or copy the Commercial Software for use with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative;
- (3) Reproduce the Commercial Software for archival, image management, and backup purposes;
- (4) Modify, adapt, and combine the Commercial Software with other computer software, provided that the modified, combined, and adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions on use;
- (5) Disclose to and reproduce the Commercial Software for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions on use; and
- (6) Use or copy the Commercial Software for use with a replacement computer.

In the case of any other scope of license (e.g., MIPs, tier, concurrent users, enterprise, site, or otherwise), the foregoing will apply except as expressly modified by the applicable license description, which must be incorporated as part of Exhibit I. If the Contractor provides greater license rights in an item included in Exhibit I to its general customer base for the Software's list price, those additional license rights also will be provided to the State without additional cost or obligation. No license description may reduce the rights in items 1 through 6 above; it may only define the extent of use, if the use is other than a CPU license.

The State will treat any Commercial Software as Confidential Information, in accordance with the requirements of the Confidential Information section of this Contract, if the Commercial Software is clearly and conspicuously labeled as confidential or secret.

**5.2 CUSTOM DELIVERABLES.** All custom work done by the Contractor and covered by this Contract will belong to the State, with all rights, title, and interest in all intellectual property that comes into existence through the Contractor's work under this Contract being assigned to the State. Additionally, the Contractor waives any shop rights, author rights, and similar retained interests in any such custom developed materials. The Contractor must provide the State with all assistance reasonably needed to vest such rights of ownership in the State. However, the Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials").

The Contractor grants the State a worldwide, non-exclusive, royalty-free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable. The Contractor may not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing materials in a custom Deliverable, the Contractor must disclose that desire to the State and obtain written approval from the State for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice that Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

**5.3 CONFIDENTIALITY.** The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. The Contractor may not disclose any Confidential Information to third parties and must use it solely to perform under this Contract.

If any Deliverables contain data, documentation, or other written information that is confidential in nature and properly labeled as such, then it also will be Confidential Information for purposes of this section. The State will keep all such Confidential Information in confidence and will not use it other than as authorized under this Contract. Nor will the State disclose any such Confidential Information to any third party without first obligating the third party to maintain the secrecy of the Confidential Information.

If one party discloses Confidential Information ("Disclosing Party") to the other party to this Contract ("Receiving Party"), the Receiving Party's obligation to maintain the confidentiality of the Confidential Information will not apply where such:

- (1) Was already in the possession of the Receiving Party without an obligation of confidence;
- (2) Is independently developed by the Receiving Party, provided documentary evidence exists to support the independent development;
- (3) Except as provided in the next paragraph, is or becomes publicly available without a breach of this Contract;
- (4) Is rightfully received by the Receiving Party from a third party without an obligation of confidence;
- (5) Is disclosed by the Receiving Party with the written consent of the Disclosing Party; or
- (6) Is released under a valid order of a court or governmental agency, provided that the Receiving Party:
  - (a) Notifies the Disclosing Party of the order immediately upon receipt of it; and
  - (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting the disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production.

Information that may be available publicly through other sources about people that is personal in nature, such as medical records, addresses, phone numbers, social security numbers, and similar things are nevertheless sensitive in nature and may not be disclosed or used in any manner except as expressly authorized in this Contract. Therefore, item (3) in the preceding paragraph does not apply, and the Contractor must treat such information as Confidential Information whether it is available elsewhere or not.

Except for Confidential Information that the Contractor delivers to the State and that is part of a Deliverable or necessary for the proper use or maintenance of a Deliverable, the Receiving Party must return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The disclosure of the Confidential Information of the Disclosing Party in a manner inconsistent with the terms of this provision may cause the Disclosing Party irreparable damage for which remedies other than

injunctive relief may be inadequate, and each Receiving Party agrees that in the event of a breach of the Receiving Party's obligations hereunder, the Disclosing Party will be entitled to temporary and permanent injunctive relief to enforce the provisions of this Contract without the necessity of proving actual damages. However, provision does not diminish or alter any right to claim and recover damages.

- 5.4 **USE OF NAME.** The Contractor may not publicize that it is doing business with the State or use this Contract or the Contractor's relationship with the State as a marketing or sales tool, unless the State agrees otherwise in writing. The State has no obligation to agree to any such advertising, publicity, sales, or marketing activities.

## 6 – TRANSACTION REPORTING

- 6.1 **Contractor's SALES REPORT.** The Contractor must report the quarterly dollar value (in US currency rounded to the nearest whole dollar) of the sales under this Contract each calendar quarter (i.e., January-March, April-June, July-September and October-December). The dollar value of the sales reported must equal the price paid by all State agencies and Political Subdivisions for Deliverables under this Contract during the reporting period.

The Contractor must report the quarterly dollar value of sales to the State via the Internet using the Web form at the Department of Administrative Services, OIT vendor portal, <https://cm.ohio.gov>. If no sales occur, the Contractor must show zero sales on the report. The report must be submitted 30 days after the completion of the reporting period.

The Contractor also must submit a closeout report within 120 days after the expiration of this Contract. The Contract expires on the physical completion of the last, outstanding task or delivery order of the Contract. The closeout report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all Contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero sales in the closeout report.

If the Contractor fails to submit any sales report in a timely manner or falsifies any sales report, the State may terminate this Contract for cause.

- 6.2 **Contractor's REVENUE SHARE.** The Contractor must pay the State a share of the sales transacted under this Contract. The Contractor must remit the revenue share in US dollars within 30 days after the end of the quarterly reporting period. The revenue share that the Contractor must pay equals .0075 of the total quarterly sales reported. The revenue share is included in the prices reflected on Exhibit I and reflected in the total amount charged to ordering activities, and the Contractor may not add a surcharge to orders under this Contract to cover the cost of the revenue share.

The Contractor must remit any amount due as the result of a quarterly or closeout report at the time the quarterly or closeout report is submitted to the Department of Administrative Services, Office of State Purchasing. The Contractor also must pay the revenue share by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the applicable State Term Contract Number, total report amount, and reporting period covered.

The Contractor must make each check payable to "Treasurer, State of Ohio", and forward it to the following address:

Department of Administrative Services  
GSD Business Office  
4200 Surface Road  
Columbus, OH 43228

If the full amount of the revenue share is not paid within 30 days after the end of the applicable reporting period, the non-payment will constitute a contract debt to the State. The State may setoff any unpaid revenue share from any amount owed to the Contractor under this Contract and employ all other remedies available to it under Ohio law for the non-payment of the revenue share. Additionally, if the Contractor fails to pay the revenue share in a timely manner, the failure will be a breach of this Contract, and the State may terminate this Contract for cause and seek damages for the breach.

## 7 - WARRANTIES AND LIABILITIES

- 7.1 **WARRANTIES.** The Contractor warrants that the recommendations, guidance, and performance of the Contractor and all Deliverables under this Contract will:

- (a) Be in accordance with the sound professional standards and the requirements of this Contract and without any material defects;
- (b) Not infringe on the intellectual property rights of any third party;
- (c) Be the work solely of the Contractor, unless otherwise provided in this Contract; and
- (d) Be merchantable and fit for the particular purpose for which the Deliverables were acquired.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:

- (a) The Contractor has the right to enter into this Contract;
- (b) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract;
- (c) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control;
- (d) The Contractor has good and marketable title to any products delivered under this Contract and in which title passes to the State; and
- (e) The Contractor has the right and ability to grant the license provided in any Deliverable in which title does not pass to the State.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor must correct such failure with all due speed, not to exceed 30 days, or refund the amount of the compensation paid for the Deliverable. The Contractor also must indemnify the State for any direct damages and any claims by third parties based on any breach of these warranties.

**7.2 SOFTWARE WARRANTY.** If Exhibit I includes work to develop custom software as a Deliverable, then on delivery and for one year after the date of acceptance of any Deliverable that includes custom software, the Contractor warrants that:

- (a) The software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation;
- (b) The software will be free of material defects;
- (c) The Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code;
- (d) The source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and
- (e) The software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software developed by the Contractor or licensed from a third party, the Contractor represents and warrants that it either has the right or has obtained a binding commitment from the third party licensor to make the following warranties and commit to the following maintenance obligations. During the warranty period described in the next paragraph, the Contractor must:

- (a) Maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in its documentation;
- (b) Supply technical bulletins and updated user guides;
- (c) Supply the State with all updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code;
- (d) Correct or replace the software and remedy any material programming error that is attributable to the Contractor or the third-party licensor; and
- (e) Maintain or obtain a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment for which it was designed.

For Commercial Software designed for mainframe platforms and for Commercial Software designed for PC or PC-based servers and costing more than \$10,000.00 per license or per copy, the warranty period will be the longer of one year after acceptance or the licensor's standard warranty period. For Commercial Software designed for PC or PC-based servers and costing less than \$10,000.00 per license or per copy, the warranty period will be the longer of three months after acceptance or the licensor's standard warranty period. For PC and PC-based servers, the warranty will not include updates, improvements, enhancements, or modifications to the Commercial Software and documentation, if such are not provided as part of the licensor's standard warranty or license fee.

Software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation must provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions. The Contractor must provide the source code in the language in which it was written and must include such commentary or annotations as would allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

**7.3 EQUIPMENT WARRANTY.** If any computer hardware or other type of electrical equipment ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for the warranty period described in the next paragraph that the Equipment will perform substantially in

accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such Equipment, and that such Equipment will achieve any function described in such writings. The foregoing warranty will not apply to Equipment that the State modifies or damages after title passes to it. The warranty period for all Equipment will be the longer of one year after the State accepts the Equipment or the Contractor's standard warranty period.

If any Equipment does not meet the above warranties during the applicable warranty period, the Contractor must fix the nonconforming Equipment so it performs substantially in accordance with its user manuals, technical materials, and related publications, replace the Equipment, or grant the State a refund equal to the amount it paid for the Equipment. The Contractor must either fix or replace the Equipment or refund the purchase price to the State with all due speed, not to exceed seven days in the case of a fix or a replacement or 30 days in the case of a refund. The Contractor will be responsible for all shipping costs associate with fixing, replacing, or returning any defective equipment.

**7.4 INDEMNITY.** The Contractor must indemnify the State against all liability or expense resulting from bodily injury to any person (including injury resulting in death) or damage to property arising out of its performance under this Contract, provided such bodily injury or property damage is due to the negligence or other tortious conduct of the Contractor, its employees, agents, or subcontractors. The Contractor also must indemnify the State against any claim of infringement of a copyright, patent, trade secret, or other intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified the Deliverable and the claim of infringement is based on the modification. The State will give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one of the following four things:

- (a) Modify the Deliverable so that it is no longer infringing;
- (b) Replace the Deliverable with an equivalent or better item;
- (c) Acquire the right for the State to use the Deliverable as it was intended for the State to use under this Contract; or
- (d) Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

**7.5 LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS CONTRACT OR ANYTHING INCORPORATED BY REFERENCE INTO THIS CONTRACT, THE PARTIES AGREE AS FOLLOWS:

- (a) NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) THE CONTRACTOR WILL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR OR ITS BREACH OF ANY PROVISION OF THIS CONTRACT.

## **8 - MAINTENANCE**

**8.1 SOFTWARE MAINTENANCE.** If this Contract involves any custom software as a Deliverable, then during the warranty period, the Contractor must correct any material programming errors that are attributable to the Contractor within a reasonable time, provided the State notifies the Contractor, either orally or in writing, of a problem with the software and provides sufficient information to identify the problem. The Contractor's response to a programming error will depend upon the severity of the problem. In the case of programming errors that slow the processing of data by a small degree, render minor and non-critical functions of the System inoperable or unstable, or require users or administrations to employ workarounds to fully use the software, the Contractor must respond to requests for resolution within four business hours and begin working on a proper solution within one business day, dedicating the resources of one qualified programmer full-time to fixing the problem. In the case of any defects with more significant consequences, including those that render key functions of the software inoperable or significantly slow data processing, the Contractor must respond within two business hours of notification and, if requested, provide on-site assistance and dedicate all available resources to resolving the problem.

For Commercial Software other than PC or PC-based server software costing less than \$10,000.00 per copy or license, the Contractor must provide maintenance during the warranty period at no cost to the State. At a minimum, that maintenance must be the standard maintenance program that the licensor, whether the Contractor or a third party, normally provides to its client base. That maintenance program must include all new releases, updates, patches, and fixes to the Commercial Software. It also must include a commitment to keep the software current with the operating environment in which it is designed to function and a commitment to promptly correct all material defects in the software.

Additionally, the Contractor will make (or obtain a commitment from the third-party licensor to make) maintenance available for the software for at least five years after the warranty period. The Contractor will limit or obtain a

commitment from the third-party licensor, if applicable, to limit increases in the annual fee for maintenance to no more than five percent annually. If the licensor, whether it is the Contractor or a third-party, is unable to provide maintenance during that period, then the licensor must do one of the following things: (a) give the State a *pro rata* refund of the license fee based on a five-year useful life; or (b) release the source code for the software to the State for use by the State solely for the purpose of maintaining any copies of the software for which the State has a proper license. The State will treat the source code as Confidential Information under the Confidentiality Section of this Contract. In the case of third-party Commercial Software, the Contractor warrants that it has legally bound the third-party licensor to the obligations of this Contract or that the Contractor has the right to make these commitments directly to the State.

For Commercial Software designed for PC or PC-based server platforms and costing less than \$10,000.00 per copy or license, the Contractor must provide the same maintenance and user assistance during the warranty period at no additional cost to the State as the Contractor or the third-party licensor makes generally available at no additional charge to its other customers.

**8.2 SOFTWARE UPGRADES.** After an initial acquisition of a license in Commercial Software, the State may want to acquire a broader license than the original. Or the State may later want to migrate to another platform for the Commercial Software. When the Contractor or third-party licensor makes the broader license generally available to its customer base or makes the version of the Commercial Software that runs on the new platform to which the State wants to migrate, then the State will have a right to upgrade any of its licenses to that broader license or to acquire the version of the Software that is appropriate for the new platform that the State intends to use. In these cases, the Contractor will provide the broader license or other version of the Commercial Software in exchange for a license fee that is based on the lesser of the following:

- (a) The Contractor's (or third party licensor's) standard upgrade or migration fee;
- (b) The upgrade or migration fee in Exhibit I; or
- (c) The difference between the license fee originally paid and the then-current license fee for the license or version of the Commercial Software that the State seeks to acquire.

The foregoing will not apply to Commercial Software for PCs and PC-based server software with a license fee of less than \$10,000.00, unless the Contractor or third-party licensor makes upgrade packages available for the Commercial Software to other customers. If PC or PC-based server software upgrades are available, the State will be entitled to the most favorable license fee on which such are made available to other most favored customers or dealers, as appropriate.

**8.3 EQUIPMENT MAINTENANCE.** If this Contract involves computer or telecommunications hardware or other mechanical or electrical equipment ("Equipment") as a Deliverable, then, during the warranty period and during any period covered by annual maintenance, the Contractor must provide maintenance to keep the Equipment in or restore the Equipment to good working order. This maintenance must include preventative and remedial maintenance, installation of safety changes, and installation of engineering changes based upon the specific needs of the individual item of Equipment. This maintenance also must include the repair, replacement, or exchange deemed necessary to keep the Equipment in good working order. For purposes of this Contract, Equipment restored to good working order means Equipment that performs in accordance with the manufacturer's published specifications. The Contractor must use its best efforts to perform all fault isolation and problem determination attributed to the Equipment. The following services are outside the scope of this Contract:

- (a) Maintenance to bring the Equipment into compliance with any law, rule, or regulation, if such law, rule, or regulation was not in effect on the acceptance date;
- (b) Repair and replacement work or increase in maintenance time as a result of damage or loss resulting from accident, casualty, neglect, misuse, or abuse, if such is the State's fault (and beyond normal wear and tear), damage resulting from improper packing or failure to follow prescribed shipping instruction (if such is done by the State), failure of electrical power, air conditioning or humidity control, use of supplies not approved by the original manufacturer of the Equipment as describe in the Equipment's documentation, or causes other than ordinary use of Equipment;
- (c) Furnishing platens, supplies, or accessories, making specification changes, or adding or removing approved accessories, attachments, or other devices except as permitted in the Equipment's user documentation;
- (d) Maintenance or increased maintenance time resulting from any improper use, maintenance, or connection to other equipment (not done by the Contractor) that results in damage to the Equipment;
- (e) Repairs needed to restore the Equipment to good operating condition if the Equipment has been damaged by anyone other than the Contractor's authorized service personnel repairing, modifying, or performing maintenance on the Equipment.

**8.4 EQUIPMENT MAINTENANCE STANDARDS.** Except in the case of excusable delay, remedial Equipment maintenance by the Contractor will be completed within eight business hours after notification by the State that maintenance is required. In the case of preventative maintenance, the Contractor will perform such in accordance with the manufacturer's published schedule and specifications. If maintenance is not completed within eight hours after notification by the State, the Contractor will be in default. Failure of the Contractor to meet or maintain these

requirements will provide the State with the same rights and remedies as specified elsewhere in this Contract for default, except that the Contractor will only have eight hours to remedy a default. The Contractor will provide adequate staff to provide the maintenance required by this Contract.

- 8.5 EQUIPMENT MAINTENANCE CONTINUITY.** If the Contractor is unable to provide Equipment maintenance to meet the State's ongoing performance requirements and if, in the State's sole opinion, the Contractor is unlikely to resume providing warranty services that meets the State's ongoing performance requirement, the Contractor will be in default, and the State will be entitled to the remedies in the default section of this Contract. The State will also be entitled to the following items from the Contractor:
- (a) All information necessary for the State to perform the maintenance, including but not limited to logic diagrams, maintenance manuals, and system and unit schematics, with all changes noted;
  - (b) A listing of suppliers capable of supplying necessary spare parts;
  - (c) Adequate information to permit the State to have spare parts manufactured elsewhere; and
  - (d) A listing of spare parts and their recommended replacement schedule to enable the State to create a centralized inventory of spare parts.

The State will treat as Confidential Information in accordance with the Confidentiality Section of this Contract any information in items (a) through (d) above that the Contractor rightfully identifies in writing as confidential. And when disclosure to a third-party is necessary for the State to continue the maintenance, the State will require any third-party to whom disclosure is made to agree to hold the Confidential Information in confidence and to make no further disclosure of it. Further, the State agrees that any such Confidential Information will be used solely to perform maintenance for the State and will be returned to the Contractor or destroyed when such use is no longer needed.

- 8.6 PRINCIPAL PERIOD OF MAINTENANCE (GENERAL).** Software and Equipment maintenance must be available nine working hours per weekday, between 8:00 a.m. and 5:00 p.m. Eastern Standard Time. Travel time and expenses related to remedial and preventative maintenance will not be billable and must be included in the price of the maintenance.
- 8.7 MAINTENANCE ACCESS (GENERAL).** For all Software and Equipment maintenance under this Contract, the State will provide the Contractor with reasonable access to the Deliverable to perform maintenance. All maintenance that requires a Deliverable to be inoperable must be performed outside the State's customary working hours, except when the Deliverable is already inoperable. Preventative or scheduled maintenance must be performed at mutually agreeable times, within the parameters of the manufacturer's published schedule.

#### **9 - ASSIGNMENT AND SUBCONTRACTING**

- 9.1 ASSIGNMENT.** The Contractor may not assign this Contract without the written consent of the State, which the State will not be obligated to provide.
- 9.2 SUBCONTRACTING.** The State recognizes that it may be necessary for the Contractor to use subcontractors to perform portions of the work under this Contract. In those circumstances, before the Contractor engages any such subcontractor, the Contractor must submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes to that list occur during the term of the Contract, the Contractor must immediately provide the State an updated list of subcontractors or joint venture business partners. In addition, all subcontractors and joint venture business partners must agree in writing to be bound by all of the terms and conditions of this Contract and any specifications of any order under this Contract for which they perform work. The State may reject any subcontractor submitted by the Contractor.

#### **10 -- CONSTRUCTION**

- 10.1 HEADINGS.** The headings used in this Contract are for convenience only and may not be used in interpreting this Contract.
- 10.2 ENTIRE DOCUMENT.** This Contract, which includes the Contractor's pricelist attached as Exhibit I and all documents referred to in this Contract, constitutes the entire agreement between the parties with respect to the subject matter and supersedes any previous agreements, whether oral or written.
- 10.3 BINDING EFFECT.** This Contract will be binding on and benefit the respective successors and assigns of the State and the Contractor.
- 10.4 AMENDMENTS -- WAIVER.** No amendment or modification of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms or conditions of this Contract may not be construed as a waiver of any those terms or conditions, and either party may at any time demand strict and complete performance by the other party.

- 10.5 **SEVERABILITY.** If a court of competent jurisdiction finds any provision of this Contract to be unenforceable, the remaining provisions of this Contract will remain in full force and affect.
- 10.6 **CONSTRUCTION.** This Contract must be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- 10.7 **NOTICES.** For any notice under this Contract to be effective, the noticing party must make it in writing and sent it to the address of the other party first appearing above, unless that party has notified the other party, in writing and in accordance with the provisions of this section, of a new mailing address for the receipt of notices. This notice requirement will not apply to any notices that this Contract expressly authorizes to be made orally.
- 10.8 **CONTINUING OBLIGATIONS.** Any terms, conditions, representations, or warranties contained in this Contract that must survive termination or expiration of this Contract to be fully effective will survive the termination or expiration of the Contract. Additionally, termination or expiration of this Contract will not affect the State's right to continue to use any Deliverable for which it has paid, including licensed material. And no termination or expiration of the Contract will affect the State's right to receive maintenance, warranty work, or other services for which the State has paid.
- 10.9 **PRIORITY.** If there is any inconsistency or conflict between this document and any provision of anything incorporated by reference, this document will prevail.
- 10.10 **DAYS.** When this Contract refers to days, it means calendar days, unless it expressly provides otherwise.

## 11 - LAW AND COURTS

- 11.1 **EQUAL EMPLOYMENT OPPORTUNITY,** The Contractor will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be submitted to the Department of Administrative Services Equal Opportunity Division to comply with the affirmative action requirements. Affirmative Action Verification Forms and approved Affirmative Action Plans can be found by going to the Ohio Business Gateway at: <http://business.ohio.gov/efiling/>

- 11.2 **DRUG FREE WORKPLACE.** The Contractor must comply with all Ohio laws regarding maintaining a drug-free workplace and make a good faith effort to ensure that all its employees do not possess and are not under influence of illegal drugs or alcohol or abuse prescription drugs while working on State property.
- 11.3 **OHIO ETHICS LAW AND LIMITS ON POLITICAL CONTRIBUTIONS.** The Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio ethics laws. The Contractor hereby certifies that all applicable parties listed in Ohio Revised Code Section 3517.13 are in full compliance with Ohio Revised Code Section 3517.13.
- 11.4 **SECURITY & SAFETY RULES.** When using or possessing State data or accessing State networks and systems, the Contractor must comply with all applicable State rules, policies, and regulations regarding data security and integrity. And when on any property owned or controlled by the State, the Contractor must comply with all security and safety rules, regulations, and policies applicable to people on those premises.
- 11.5 **LAW AND VENUE.** This Contract is governed by and will be construed under Ohio law, and venue for all disputes will lie exclusively with the appropriate court in Franklin County, Ohio.
- 11.6 **UNRESOLVED FINDINGS.** The Contractor represents that it is not subject to an unresolved finding for recovery under Code § 9.24. If this warranty proves false when the parties sign this Contract, the Contract will be void. Additionally, if this representation proves false on the date of any renewal or extension of the Contract, the renewal or extension will be void.
- 11.7 **ANTITRUST.** The State and the Contractor recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by the State. The Contractor therefore assigns to the State all state and federal antitrust claims and causes of action that the Contractor has or acquires relating to the goods and services acquired under this Contract.
- 11.8 **Governing the Expenditure of Public Funds on Offshore Services (EO 2011-12K).** The Contractor affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance

of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

The Contractor agrees to complete the attached Executive Order 2011-12K Affirmation and Disclosure Form which is incorporated and becomes a part of this Agreement.

11.9 **REGISTRATION WITH THE SECRETARY OF STATE.** By providing a Charter Number and signature within the Certification Offer Letter, the Contractor attests that the Contractor is:

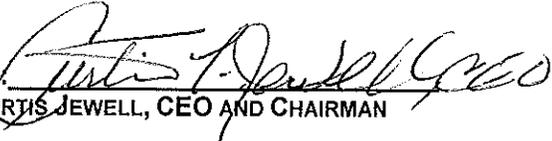
An Ohio corporation that is properly registered with the Ohio Secretary of State; or

A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under O.R.C. § 1703.01-1703.31, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250.00 nor more than ten thousand dollars. No officer of a foreign corporation (<http://codes.ohio.gov/orc/1703.01>) shall transact business in the state of Ohio, if such corporation is required by O.R.C. § 1703.01-1803.31 to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree. Questions regarding registration should be directed to (614) 466-3910, or visit <http://www.sos.state.oh.us>

To SHOW THEIR AGREEMENT, the parties have executed this Contract on the date(s) identified below, and this Contract will be effective as of the date it is signed on behalf of the State.

CONTRACTOR  
EXCEL MANAGEMENT SYSTEMS INC.

BY:   
CURTIS JEWELL, CEO AND CHAIRMAN

STATE OF OHIO,  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF STATE PURCHASING

BY:   
ROBERT BLAIR, DIRECTOR,  
, DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE: 10-10-12

DATE: 12-11-12

Exhibit I

EXCEL STS PRICELIST

**Information Technology Schedule Pricelist**

|            | <b>Labor Category</b>                       | <b>On-Site<br/>State Price</b> | <b>Off-Site<br/>State Price</b> |
|------------|---|--------------------------------|---------------------------------|
| <b>1.0</b> | <b>Program Management and Support</b>       |                                |                                 |
| 1.1        | Senior Program Manager/Site Manager         | \$ 148.62                      | \$ 170.36                       |
| 1.2        | Program Manager/Site Manager                | \$ 117.04                      | \$ 134.16                       |
| 1.3        | Senior Project Manager/Task Leader          | \$ 102.17                      | \$ 117.13                       |
| 1.4        | Project Manager/Task Leader                 | \$ 92.89                       | \$ 106.48                       |
| 1.5        | Senior Project Control Analyst              | \$ 80.50                       | \$ 92.28                        |
| 1.6        | Project Control Analyst                     | \$ 71.21                       | \$ 81.63                        |
| 1.7        | Associate Project Control Analyst           | \$ 61.92                       | \$ 70.99                        |
| <b>2.0</b> | <b>Quality Assurance</b>                    |                                |                                 |
| 2.1        | Senior Quality Assurance Analyst/Manager    | \$ 105.27                      | \$ 120.67                       |
| 2.2        | Quality Assurance Analyst                   | \$ 76.79                       | \$ 88.02                        |
| 2.3        | Associate Quality Assurance Analyst         | \$ 66.88                       | \$ 76.66                        |
| <b>3.0</b> | <b>Change Management</b>                    |                                |                                 |
| 3.1        | Change Management Specialist                | \$ 102.17                      | \$ 117.13                       |
| 3.2        | Senior Bus Plan and Manager Specialist      | \$ 94.74                       | \$ 108.61                       |
| <b>4.0</b> | <b>Configuration Management</b>             |                                |                                 |
| 4.1        | Senior Configuration Management Analyst     | \$ 78.64                       | \$ 90.15                        |
| 4.2        | Configuration Management Analyst            | \$ 72.45                       | \$ 83.05                        |
| 4.3        | Associate Configuration Management Analyst  | \$ 66.88                       | \$ 76.66                        |
| <b>5.0</b> | <b>IT Security</b>                          |                                |                                 |
| 5.1        | Information Security Specialist             | \$ 102.17                      | \$ 117.13                       |
| <b>6.0</b> | <b>Testing/IV&amp;V</b>                     |                                |                                 |
| 6.1        | Senior Tester                               | \$ 102.17                      | \$ 117.13                       |
| 6.2        | Tester                                      | \$ 86.69                       | \$ 99.38                        |
| 6.3        | Associate Tester                            | \$ 68.12                       | \$ 78.08                        |
| <b>7.0</b> | <b>Training</b>                             |                                |                                 |
| 7.1        | Senior Trainer                              | \$ 66.88                       | \$ 76.66                        |
| 7.2        | Trainer                                     | \$ 59.45                       | \$ 68.15                        |
| <b>8.0</b> | <b>Documentation/Technical Writer</b>       |                                |                                 |
| 8.1        | Senior Technical Writer                     | \$ 81.12                       | \$ 92.99                        |
| 8.2        | Technical Writer                            | \$ 71.21                       | \$ 81.63                        |
| 8.3        | Associate Technical Writer                  | \$ 47.68                       | \$ 54.66                        |
| <b>9.0</b> | <b>Business Process Reengineering (BPR)</b> |                                |                                 |
| 9.1        | Principal BPR Specialist                    | \$ 161.00                      | \$ 184.56                       |
| 9.2        | Senior BPR Specialist                       | \$ 105.89                      | \$ 121.38                       |
| 9.3        | BPR Specialist                              | \$ 81.12                       | \$ 92.99                        |

|             | <b>Labor Category</b>                          | <b>On-Site<br/>State Price</b> | <b>Off-Site<br/>State Price</b> |
|-------------|--|--------------------------------|---------------------------------|
| <b>10.0</b> | <b>Information Engineering</b>                 |                                |                                 |
| 10.1        | Senior Information Engineer                    | \$ 123.85                      | \$ 141.97                       |
| 10.2        | Information Engineer                           | \$ 102.17                      | \$ 117.13                       |
| <b>11.0</b> | <b>Systems Architecture and Design</b>         |                                |                                 |
| 11.1        | Senior Systems Architect                       | \$ 117.04                      | \$ 134.16                       |
| 11.2        | Systems Architect                              | \$ 106.51                      | \$ 122.09                       |
| 11.3        | Senior Systems Engineer                        | \$ 102.17                      | \$ 117.13                       |
| 11.4        | Systems Engineer                               | \$ 86.07                       | \$ 98.67                        |
| 11.5        | Associate Systems Engineer                     | \$ 74.31                       | \$ 85.18                        |
| <b>12.0</b> | <b>Sys. Adm. and Operations Management</b>     |                                |                                 |
| 12.1        | Operations Manager                             | \$ 81.12                       | \$ 92.99                        |
| 12.2        | Senior Systems Administrator                   | \$ 81.12                       | \$ 92.99                        |
| 12.3        | Systems Administrator                          | \$ 66.88                       | \$ 76.66                        |
| 12.4        | Associate Systems Administrator                | \$ 58.83                       | \$ 67.44                        |
| <b>13.0</b> | <b>Functional &amp; Subject Matter Analyst</b> |                                |                                 |
| 13.1        | Subject Matter Expert                          | \$ 142.42                      | \$ 163.27                       |
| 13.2        | Senior Systems Analyst                         | \$ 102.17                      | \$ 117.13                       |
| 13.3        | Systems Analyst                                | \$ 94.74                       | \$ 108.61                       |
| 13.4        | Associate Systems Analyst                      | \$ 73.07                       | \$ 83.76                        |
| <b>14.0</b> | <b>Telecommunication</b>                       |                                |                                 |
| 14.1        | Senior Telecommunication Engineer              | \$ 142.42                      | \$ 163.27                       |
| 14.2        | Telecommunication Engineer                     | \$ 105.27                      | \$ 120.67                       |
| 14.3        | Associate Telecommunication Engineer           | \$ 71.21                       | \$ 81.63                        |
| 14.4        | Senior Telecommunication Technician            | \$ 105.27                      | \$ 120.67                       |
| 14.5        | Telecommunication Technician                   | \$ 80.50                       | \$ 92.28                        |
| 14.6        | Associate Telecommunication Technician         | \$ 55.73                       | \$ 63.89                        |
| <b>15.0</b> | <b>Administration</b>                          |                                |                                 |
| 15.1        | Senior Administrative Assistant                | \$ 61.92                       | \$ 70.99                        |
| 15.2        | Administrative Assistant                       | \$ 55.73                       | \$ 63.89                        |
| <b>16.0</b> | <b>Network Engineering</b>                     |                                |                                 |
| 16.1        | Senior Network Engineer                        | \$ 142.42                      | \$ 163.27                       |
| 16.2        | Network Engineer                               | \$ 102.17                      | \$ 117.13                       |
| 16.3        | Associate Network Engineer                     | \$ 80.50                       | \$ 92.28                        |
| <b>17.0</b> | <b>Data Base Engineering</b>                   |                                |                                 |
| 17.1        | Senior Database Management Specialist          | \$ 120.13                      | \$ 137.71                       |
| 17.2        | Senior Database Engineer                       | \$ 102.17                      | \$ 117.13                       |
| 17.3        | Database Engineer                              | \$ 66.88                       | \$ 76.66                        |
| <b>18.0</b> | <b>Software Engineering</b>                    |                                |                                 |
| 18.1        | Senior Software Engineer                       | \$ 102.17                      | \$ 117.13                       |
| 18.2        | Software Engineer                              | \$ 86.07                       | \$ 98.67                        |
| 18.3        | Associate Software Engineer                    | \$ 66.88                       | \$ 76.66                        |

|             | <b>Labor Category</b>                   | <b>On-Site<br/>State Price</b> | <b>Off-Site<br/>State Price</b> |
|-------------|---|--------------------------------|---------------------------------|
| <b>19.0</b> | <b>Software Programming</b>             |                                |                                 |
| 19.1        | Senior Software Programmer              | \$ 102.17                      | \$ 117.13                       |
| 19.2        | Software Programmer                     | \$ 81.12                       | \$ 92.99                        |
| 19.3        | Associate Software Programmer           | \$ 73.07                       | \$ 83.76                        |
| <b>20.0</b> | <b>Network Administration</b>           |                                |                                 |
| 20.1        | Senior Network Administrator/Manager    | \$ 81.12                       | \$ 92.99                        |
| 20.2        | Network Administrator                   | \$ 67.50                       | \$ 77.37                        |
| 20.3        | Associate Network Administrator         | \$ 49.54                       | \$ 56.79                        |
| <b>21.0</b> | <b>Service Management</b>               |                                |                                 |
| 21.1        | Senior Service Manager                  | \$ 92.89                       | \$ 106.48                       |
| 21.2        | Service Manager                         | \$ 74.31                       | \$ 85.18                        |
| 21.3        | Associate Service Manager               | \$ 55.73                       | \$ 63.89                        |
| <b>22.0</b> | <b>Field Technical Support Services</b> |                                |                                 |
| 22.1        | Senior Field Technician                 | \$ 99.08                       | \$ 113.58                       |
| 22.2        | Field Technician                        | \$ 76.79                       | \$ 88.02                        |
| 22.3        | Associate Field Technician              | \$ 43.35                       | \$ 49.69                        |
| <b>23.0</b> | <b>Help Desk Support</b>                |                                |                                 |
| 23.1        | Senior Help Desk Analyst/Manager        | \$ 105.27                      | \$ 120.67                       |
| 23.2        | Help Desk Analyst                       | \$ 55.73                       | \$ 63.89                        |
| 23.3        | Associate Help Desk Analyst             | \$ 37.15                       | \$ 42.59                        |
| <b>24.0</b> | <b>Database Administration</b>          |                                |                                 |
| 24.1        | Senior Database Administrator           | \$ 102.17                      | \$ 117.13                       |
| 24.2        | Database Administrator                  | \$ 81.12                       | \$ 92.99                        |
| <b>25.0</b> | <b>Software Maintenance</b>             |                                |                                 |
| 25.1        | Maintenance Programmer                  | \$ 81.12                       | \$ 92.99                        |
| <b>26.0</b> | <b>Web Development</b>                  |                                |                                 |
| 26.1        | Principal Web Tech/Apps Developer       | \$ 81.12                       | \$ 92.99                        |
| 26.2        | Web Tech/Applications Developer         | \$ 66.88                       | \$ 76.66                        |
| 26.3        | Associate Web Tech/Apps Developer       | \$ 61.92                       | \$ 70.99                        |

## Exhibit II

# INFORMATION TECHNOLOGY LABOR CATEGORY DESCRIPTIONS

## 1.0 Program Management and Support

| 1.1 Senior Program Manager / Site Manager  |
|--|
| <b>Minimum/General Experience:</b> This position requires a minimum of twelve (12) years' experience, of which at least ten (10) years must be specialized. Specialized experience may include complete management of information technology (IT) programs from development to deployment, demonstrated ability to provide total management guidance and direction to multiple projects and tasks covering all phases of systems integration, proven expertise in the management and control of funds and resources, and proven track records in managing multi-task contracts of high dollar volume and complexity. General experience includes increasing responsibilities in information systems integration, development, task/project management (PM), and program execution.   |
| <b>Functional Responsibility:</b> Functions as senior program manager, oversees the day-to-day operations, and provides overall direction and management of specific projects and tasks. This will include administrative responsibility, management, and technical guidance over all projects and tasks in the life cycle of the program including network engineering, systems engineering, integration engineering, network installation and testing methodologies, and performance schedules. Serves as the contractor's single point of contact for the contract and shall be the authorized interface with the government Contracting Officer (CO), the technical level Contracting Officer's Technical Representative (COTR), government management personnel, and customer agency representatives. Responsible for formulating and enforcing work standards, assigning contractor schedules, reviewing work discrepancies, supervising contractor personnel and communicating policies, purposes, and goals of the organization to subordinates. Responsible for overall program performance. May have supervisory responsibility. |
| <b>Minimum Education:</b> Bachelor's degree in computer science, information systems, or other related discipline. [B+12+10]   |

| 1.2 Program Manager / Site Manager  |
|---|
| <b>Minimum/General Experience:</b> This position requires a minimum of ten (10) years' experience, of which at least eight (8) years must be specialized. Specialized experience may include complete management of IT programs from development to deployment; demonstrated ability to provide total management guidance and direction to multiple projects and tasks covering all phases of systems integration, proven expertise in the management and control of funds and resources, and proven track records in managing multi-task contracts of significant dollar volume and complexity. General experience includes increasing responsibilities in information systems integration, development, and task/project management.  |
| <b>Functional Responsibility:</b> Functions as the program manager, oversees the day-to-day operations, and provides overall direction and management of specific projects and tasks. This will include administrative responsibility, management, and technical guidance over all projects and tasks in the life cycle of the program including network engineering, systems engineering, integration engineering, network installation and testing methodologies, and performance schedules. Serves as the contractor's single point of contact for the contract and shall be the authorized interface with the government Contracting Officer (CO), the technical level Contracting Officer's Technical Representative (COTR), government management personnel, and customer agency representatives. Responsible for overall program performance. May have supervisory responsibility. |
| <b>Minimum Education:</b> Bachelor's degree in computer science, information systems, or other related discipline. [B+10+8]   |

| 1.3 Senior Project Manager / Task Leader  |
|---|
| <b>Minimum/General Experience:</b> This position requires a minimum of eight (8) year's experience, of which at least six (6) years must be specialized. Specialized experience may include complete management of IT projects from development to deployment, demonstrated ability to provide total management guidance and direction to multiple tasks covering all phases of systems integration, proven expertise in the management and control of funds and resources, and proven track records in managing multi-task projects. General experience includes increasing responsibilities in information systems integration, development, and task/project management. |
| <b>Functional Responsibility:</b> Serves as the project manager for a large, complex project with multiple tasks of significant technical and management challenges. Supervises task leaders and all project personnel. May report to a higher level program manager. Serves as the contractor's single point of contact for the contract and shall be the authorized interface with the government Contracting Officer (CO), the technical level Contracting Officer's Technical Representative (COTR), government management personnel, and customer agency representatives. Responsible for overall project performance.   |
| <b>Minimum Education:</b> Bachelor's degree in computer science, information systems, or other related discipline. [B+8+6]  |

#### 1.4 Project Manager / Task Leader

**Minimum/General Experience:** This position requires a minimum of six (6) years' experience, of which at least four (4) years must be specialized. Specialized experience may include complete management of IT projects from development to deployment, demonstrated ability to provide total management guidance and direction to multiple tasks covering all phases of systems integration, proven expertise in the management and control of funds and resources, and proven track records in managing multi-task projects. General experience includes increasing responsibilities in information systems integration, development, and task/project management.

**Functional Responsibility:** Serves as the project manager for a large, complex project with multiple tasks of significant technical and management challenges. Supervises task leaders and all project personnel. May report to a higher level program manager. Serves as the contractor's single point of contact for the contract and shall be the authorized interface with the government Contracting Officer (CO), the technical level Contracting Officer's Technical Representative (COTR), government management personnel, and customer agency representatives. Responsible for overall project performance. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, or other related discipline. [B+6+4]

#### 1.5 Senior Project Control Analyst

**Minimum/General Experience:** This position requires a minimum of six (6) years' experience in information systems, engineering, business, accounting, or other related scientific or technical discipline, of which at least four (4) years must be specialized. Specialized experience may include preparation and analysis of financial statements, development of project schedules and labor-reporting systems, and working with contract and subcontract management. Must be proficient in the use of spreadsheets and project management tools. General experience includes increasing responsibilities in controlling and monitoring projects.

**Functional Responsibility:** Manages financial and/or administrative aspects of assigned projects and deliverables. Tracks and validates all contractual financial information, establishes and maintains master contract files, prepares and monitors status of all deliverables, tracks the value of contracts, and reports payment of government fees. Updates task reports with funding information and prepares revenue projections for all active project task orders. Uses automated systems to track deliverables, financial transactions, and management information. Provides daily supervision and direction to other control analysts. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, or other related discipline. [B+6+4]

#### 1.6 Project Control Analyst

**Minimum/General Experience:** This position requires a minimum of four (4) years' experience in information systems, engineering, business, accounting, or other related scientific or technical discipline, of which at least two (2) years must be specialized. Specialized experience may include preparation and analysis of financial statements and development of complex project schedules. General experience includes increasing responsibilities in general accounting, financial management activities, and controlling and monitoring projects. Must demonstrate the ability to work both independently and under general direction.

**Functional Responsibility:** Performs financial management and administrative activities for projects or tasks, such as budgeting, manpower and resource accounting, and financial reporting. Performs documentation of existing procedures, processes, techniques, models, and/or systems; identifies project control and monitoring problems or contractual issues; and formulates the initial problem reports and recommend solutions. Assists in developing work breakdown structures and prepares charts, tables, graphs, and diagrams to assist in analyzing problems.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+4+2]

### 1.7 Associate Project Control Analyst

**Minimum/General Experience:** This position requires a minimum of three (3) years' experience in information systems, engineering, business, accounting, or other related scientific or technical discipline. Must demonstrate the ability to work with limited supervision and direction. Requires the use of sound judgment and initiative in problem solving.

**Functional Responsibility:** Assists in the preparation of management plans and reports. Coordinates schedules to facilitate completion of proposals, contract deliverables, task order review, briefings/presentations, and integrated process review (IPR) preparation. Performs analysis, development, and review of program administrative operating procedures.

**Minimum Education:** Associate degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [A+3]

## 2.0 Quality Assurance

### 2.1 Senior Quality Assurance Analyst / Manager

**Minimum/General Experience:** This position requires a minimum of eight (8) years' experience, of which at least five (5) years must be specialized. Specialized experience may include configuration management (CM), verification and validation, software testing and integration, and software metrics and their application to software quality assessment. General experience includes increasing responsibilities in quality assurance (QA), quality control, and the proven ability to manage a team of analysts.

**Functional Responsibility:** Establishes and maintains a process for evaluating software and associated documentation. Determines the resources required for quality control. Maintains the level of quality throughout the software life cycle. Conducts formal and informal reviews at pre-determined points throughout the development life cycle. Provides daily supervision and direction to support staff. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+8+5]

### 2.2 Quality Assurance Analyst

**Minimum/General Experience:** This position requires a minimum of six (6) years' experience, of which at least three (3) years must be specialized. Specialized experience may include configuration management, verification and validation, software testing and integration, and software metrics and their application to software quality assessment. General experience includes increasing responsibilities in quality assurance, quality control, and the ability to work with minimal supervision.

**Functional Responsibility:** Establishes and maintains a process for evaluating software and associated documentation. Determines the resources required for quality control. Maintains the level of quality throughout the software life cycle. Conducts formal and informal reviews at pre-determined points throughout the development life cycle.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+6+3]

### 2.3 Associate Quality Assurance Analyst

**Minimum/General Experience:** This position requires a minimum of four (4) years' experience, of which at least two (2) years must be specialized. Specialized experience may include configuration management, verification and validation, software testing and integration, and software metrics and their application to software quality assessment. General experience includes increasing responsibilities in quality assurance, quality control, and the ability to work with minimal supervision.

**Functional Responsibility:** Assists in quality control processes of the project, including the review of work products for correctness, adherence to the design concept and to user standards, review of program documentation to assure compliance with government standards/requirements, and monitor progress in accordance with schedules.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+4+2]

## 3.0 Change Management

### 3.1 Change Management Specialist

**Minimum/General Experience:** This position requires a minimum of eight (8) years relevant experience in change management and experience in organizational design for overall effectiveness and efficiencies during adaptation of new processes and enabling technologies. Experience may include providing organizational change services in enterprise resources planning (ERP), such as SAP, Oracle, PeopleSoft, or other information technology system implementation projects. Must be able to communicate, demonstrate credibility, and build trust. This position requires a seasoned professional with the necessary people, communication, and technical skills to create project change plans with clear deadlines and deliverables while working at all levels in the organization. Experience managing teams of stakeholders toward successful execution of deliverables and achievement of benefits is preferred.

**Functional Responsibility:** Facilitates the adaptation of new or improved processes and/or procedures and technologies across the organization, including technology implementations, workforce/human resources transformations, and corporate policies. Oversees the development and deployment of change management methodologies and procedures to guide the adaptation process. Applies proven communication, analytical, and problem-solving skills to help maximize the benefit of organizational change directives to reach business goals. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+8]

### 3.2 Senior Business Plan and Manager Specialist

**Minimum/General Experience:** This position requires a minimum of ten (10) years' experience in information systems, engineering, physical sciences, management sciences, or other related scientific or technical discipline, of which at least eight (8) years must be specialized. Specialized experience may include facilitation, training, methodology development and evaluation, process reengineering across all phases, identifying best practices, change management, business management techniques, organizational development, activity and data modeling, information system development methods and practices, and supervision of other process engineers and management specialists.

**Functional Responsibility:** Applies strategic and business planning methodologies, processes and principles to develop organizational strategic, tactical and operational business plans based on best industry standards and practices. Duties include organizational analysis, best practices identification, strategy and goal formulation, resource analysis, strategy evaluation and alternative analysis. Executes the plans while leading other staff. Facilitates and trains engineers and managers in strategic business concepts, planning, execution, and control. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+10+8]

## 4.0 Configuration Management

### 4.1 Senior Configuration Management Analyst

**Minimum/General Experience:** This position requires a minimum of eight (8) years' experience, which may include specifying configuration management (CM) standards and requirements for all system components; developing baselines for all components; performing configuration identification, control, status accounting, and audits; and accomplishing data management requirements. Experience with automated tools and understanding of IT technical concepts and practices is also required.

**Functional Responsibility:** Manages and specifies configuration management requirements and standards; performs configuration identification, control, status accounting, and audits; and manages/accomplishes all data management requirements. Works closely with configuration control boards (CCBs) to ensure all changes to the baseline are understood and approved. Reviews change requests to assess impacts. Maintains CM records and documentations and establishes close working relationship with QA and PM functions. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+8]

#### 4.2 Configuration Management Analyst

**Minimum/General Experience:** This position requires a minimum of six (6) years' experience, which may include specifying configuration management standards and requirements for all system components; developing baselines for all components; performing configuration identification, control, status accounting, and audits; and accomplishing data management requirements. Experience with automated tools and understanding of IT technical concepts and practices is also required.

**Functional Responsibility:** Manages and specifies configuration management requirements and standards; performs configuration identification, control, status accounting, and audits; and manages/accomplishes all data management requirements. Works closely with CCBs to ensure all changes to the baseline are understood and approved. Reviews change requests to assess impacts. Maintains CM records and documentations and establishes close working relationship with QA and PM functions.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+6]

#### 4.3 Associate Configuration Management Analyst

**Minimum/General Experience:** This position requires a minimum of four (4) years' experience, which may include specifying configuration management requirements and standards; performing configuration identification, control, status accounting, and audits; and accomplishing data management requirements.

**Functional Responsibility:** Assists in specifying configuration management requirements and standards; performing configuration identification, control, status accounting, and audits; and accomplishing all data management requirements.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+4]

## 5.0 IT Security

#### 5.1 Information Security Specialist

**Minimum/General Experience:** This position requires a minimum of eight (8) years' experience, of which at least three (3) years must be specialized. Specialized experience may include analysis and installation of communications systems, vulnerability assessments, firewall management, threat mitigation techniques, and the use of engineering documentation, network configurations, and topologies, such as X.25, TCP/IP, Frame Relay, Bridges, and Routers. General experience includes all aspects of communication network planning, installation, support, analysis; design and installation of local area networks; and increasing responsibilities in technical management.

**Functional Responsibility:** Analyzes and defines security requirements for multilevel security (MLS) issues. Designs, develops, engineers, and implements solutions to MLS requirements. Implements and monitors computer security policies/procedures covering data communications networks and other computer platforms. Reports on possible breaches of computer security. Requires knowledge of programming languages, database systems, operating systems, and communications environments. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+8+3]

## 6.0 Testing/Independent Verification & Validation

### 6.1 Senior Tester

**Minimum/General Experience:** This position requires a minimum of seven (7) years of software systems testing experience, of which at least five (5) years must be specialized. Specialized experience may include solid experience with systems independent verification and validation (IV&V), design analysis, and operational assessments. Prior experience with systems development lifecycle (including requirements identification, analysis, quality assurance, test development, documentation, data conversion, and implementation planning and management) is desired. General experience includes strong time management, organization, and written/verbal communication skills. Must be able to work well both independently and as part of a team. Supervisory experience is highly desired.

**Functional Responsibility:** Leads operational assessments, integration testing, and system test and evaluation (including security certification and accreditation) for developing systems. Provides IV&V through the monitoring and evaluation of software development life cycle, including requirements validation, peer reviews, code walkthroughs, software verification, process and procedure audits, performance testing, and independent software reviews. May involve managing complex efforts while supervising other testers and associate testers. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+7+5]

### 6.2 Tester

**Minimum/General Experience:** This position requires a minimum of five (5) years of software systems testing experience, including solid experience with systems independent verification and validation (IV&V), design analysis, and operational assessments. Prior experience with systems development lifecycle (including requirements identification, analysis, quality assurance, test development, documentation, data conversion, and implementation planning and management) is desired. General experience includes strong time management, organization, and written/verbal communication skills. Must be able to work well both independently and as part of a team.

**Functional Responsibility:** Supports operational assessments, integration testing, and system test and evaluation (including security certification and accreditation) for developing systems. Provides IV&V through the monitoring and evaluation of software development life-cycle, including requirements validation, peer reviews, code walkthroughs, software verification, process and procedure audits, performance testing, and independent software reviews.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+5]

### 6.3 Associate Tester

**Minimum/General Experience:** This position requires a minimum of three (3) years of software systems administration or other operational experience. Some measurable experience with systems IV&V, design analysis, and operational assessments are required. Prior experience with systems development lifecycle (including requirements identification, analysis, quality assurance test development, documentation, data conversion, and implementation planning and management) is desired. Strong time management, organizational, and written/verbal communication skills are essential.

**Functional Responsibility:** Assists operational assessments, integration testing, and system test and evaluation (including security certification and accreditation) for developing systems. Provides IV&V through the monitoring and evaluation of software development life-cycle, including requirements validation, peer reviews, code walkthroughs, software verification, process and procedure audits, performance testing, and independent software reviews.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+3]

## 7.0 Training

### 7.1 Senior Trainer

**Minimum/General Experience:** This position requires a minimum of seven (7) years' experience, of which at least five (5) years must be specialized. Specialized experience may include experience in developing and providing technical and end-user training on computer hardware, application software, and other IT infrastructure components. Must have demonstrated the ability to communicate orally and in writing. Must have demonstrated experience working independently or under only general direction. Supervisory experience is highly desirable.

**Functional Responsibility:** Conducts the research necessary to develop and conduct training courses and prepares appropriate training catalogs. Develops all instructor materials (course outline, background material, and training aids). Develops all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, seminars, and/or computer based/computer aided training. Provides daily supervision and direction to other trainers. Works closely with government personnel to determine training and scheduling requirements. Is responsible for the development and quality of course material. Reviews and provides inputs for training documentation. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific, technical, or liberal arts discipline. [B+7+5]

### 7.2 Trainer

**Minimum/General Experience:** This position requires a minimum of five (5) years' experience, of which at least two (2) years must be specialized. Specialized experience may include experience in developing and providing technical and end-user training on computer hardware, application software, and other IT infrastructure components. General experience includes information systems development, training, or related fields. Must have demonstrated the ability to communicate orally and in writing. Must have demonstrated experience working under the direction of senior staff.

**Functional Responsibility:** Conducts the research necessary to develop and conduct training courses. Develops and revises these courses and prepares appropriate training catalogs. Prepares instructor materials (course outline, background material, and training aids). Prepares student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, and seminars. Prepares training documentation and conducts IT/ADP training classes.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific, technical, or liberal arts discipline. [B+5+2]

## 8.0 Documentation/Technical Writer

### 8.1 Senior Technical Writer

**Minimum/General Experience:** This position requires a minimum of six (6) years' experience, of which at least four (4) years must be specialized. Specialized experience may include preparing technical documentation that adheres to applicable government and industry documentation standards and meeting project requirements. General experience includes technical writing and documentation experience pertaining to all aspects of automatic data processing (ADP). Must have demonstrated experience working independently or under only general direction.

**Functional Responsibility:** Assists in collecting and organizing information required for preparation of user's manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user's manuals, special reports, and any other customer deliverables and documents. Prepares and edits IT/ADP documentation incorporating information provided by user, specialist, analyst, programmer, and operations personnel. Is responsible for writing, editing, and graphic presentation of technical information for both technical and non-technical personnel. Interprets technical documentation standards and prepares documentation according to standards. Provides incidental support for other approved requirements. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific, technical or liberal arts discipline. [B+6+4]

### 8.2 Technical Writer

**Minimum/General Experience:** This position requires a minimum of four (4) years' experience, of which at least two (2) years must be specialized. Specialized experience may include demonstrated experience in editing documents, including technical documents. Must have a substantial knowledge of the capabilities of computer systems. Must have demonstrated experience working independently or under only general direction.

**Functional Responsibility:** Assists in collecting and organizing information required for preparation of user's manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user's manuals, special reports, and any other customer deliverables and documents. Prepares and edits IT/ADP documentation incorporating information provided by user, specialist, analyst, programmer, and operations personnel. Is responsible for writing, editing, and graphic presentation of technical information for both technical and non-technical personnel. Interprets technical documentation standards and prepares documentation according to standards. Provides incidental support for other approved requirements.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+4+2]

### 8.3 Associate Technical Writer

**Minimum/General Experience:** This position requires a minimum of two (2) years' experience in technical writing, with demonstrated experience in editing documents, tabulating documents, and producing final draft quality submission technical documents. Must have demonstrated experience working independently or under only general direction.

**Functional Responsibility:** Is responsible for writing, editing, and graphic presentation of technical information for both technical and non-technical personnel. Interprets technical documentation standards and prepares documentation according to standards.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+2]

## 9.0 Business Processing Reengineering

### 9.1 Principal Business Process Reengineering Specialist

**Minimum/General Experience:** This position requires a minimum of twelve (12) years' experience in information systems, engineering, business, education, management sciences, psychology, human resources development/management, or other related scientific or technical discipline, of which at least seven (7) years must be specialized. Specialized experience may include facilitation, training, methodology development and evaluation, and process reengineering across all phases; identifying best practices, change management strategies, business management techniques, organizational development methods, and activity and data modeling strategies; or planning for information system development methods and practices. Supervision of lower level process and information engineers is preferred. General experience includes serving as functional analyst, information engineer, system integrator/developer, and domain expert. Must show increasing responsibility as a process engineer through the years.

**Functional Responsibility:** Applies process improvement and reengineering methodologies and principles to conduct process modernization projects. Is responsible for effective transitioning of existing enterprise as-is environment to the new to-be environment and the facilitation of project/task teams in the accomplishment of project activities and objectives. Provides group facilitation, interviewing, training, and additional forms of knowledge transfer. Serves as key coordinator between multiple project/task teams to ensure enterprise-wide integration of reengineering efforts and results. May have supervisory responsibility.

Uses incremental development, rapid prototyping, and computer-aided software engineering (CASE) technology concepts and techniques. Applies business analysis methodology and business case analysis definition language to conduct business process modernization projects. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis, activity cost-based analysis, economic and investment analysis, and modern business methods and performance measurement techniques. Develops and executes organization-wide information models for use in designing and building integrated, shared software and database management systems. Applies knowledge and the guiding principles of corporate information management concepts, costs and benefits analysis, object-oriented methodology, and open system architecture objectives.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+12+7]

### 9.2 Senior Business Process Reengineering Specialist

**Minimum/General Experience:** This position requires a minimum of eight (8) years' experience in information systems, engineering, business, education, management sciences, psychology, human resources development/management, or other related scientific or technical discipline, of which at least four (4) years must be specialized. Specialized experience may include facilitation, training, methodology development and evaluation, and process reengineering across all phases; identifying best practices, change management strategies, business management techniques, organizational development methods, and activity and data modeling strategies; or planning for information system development methods and practices. General experience includes serving as functional analyst, information engineer, system integrator/developer, and domain expert. Must show increasing responsibility as a process engineer through the years.

**Functional Responsibility:** Applies process improvement and reengineering methodologies and principles to conduct process modernization projects. Is responsible for activity and data modeling, developing modern business methods, identifying best practices, and creating and assessing performance measurements. Provides group facilitation, interviewing, training, and additional forms of knowledge transfer. May be under the supervision and direction of a Principal Business Process Reengineering Specialist or may work independently. May have supervisory responsibility.

Uses incremental development, rapid prototyping, and CASE technology concepts and techniques. Applies business analysis methodology and business case analysis definition language to conduct business process modernization projects. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis, activity cost-based analysis, economic and investment analysis, and modern business methods and performance measurement techniques. Develops and executes organization-wide information models for use in designing and building integrated, shared software and database management systems. Applies knowledge and guiding principles of the corporate information management concepts, costs and benefits analysis, object-oriented methodology, and open system architecture objectives.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+8+4]

### 9.3 Business Process Reengineering Specialist

**Minimum/General Experience:** This position requires a minimum of four (4) years' experience in information systems, engineering, business, education, management sciences, psychology, human resources development/management, or other related scientific or technical discipline, of which at least two (2) years must be specialized. Specialized experience may include facilitation, training, methodology development and evaluation, and process reengineering across all phases; identifying best practices, change management strategies, business management techniques, organizational development methods, and activity and data modeling strategies; and planning for information system development methods and practices.

**Functional Responsibility:** Applies process improvement and reengineering methodologies and principles to conduct process modernization projects. Is responsible for activity and data modeling, developing modern business methods, identifying best practices, and creating and assessing performance measurements. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+4+2]

## 10.0 Information Engineering

### 10.1 Senior Information Engineer

**Minimum/General Experience:** This position requires at least ten (10) years' experience in managing implementation of information engineering projects and experience in systems analysis, design, and programming using computer-aided software engineering (CASE) and information engineering (IE) tools and methods, with at least five (5) years specialized experience, which may include information system development, functional and data requirement analysis, system analysis and design, programming, program design, and documentation preparation. Must be capable of applying business process improvement practices to modernization projects.

**Functional Responsibility:** Applies, as appropriate, activity and data modeling transaction flow analysis; internal control and risk analysis; modern business methods; and performance measurement techniques. Assists in establishing standards for information system procedures. Develops and applies organization-wide information models for use in designing and building integrated, shared software and database management systems. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+10+5]

### 10.2 Information Engineer

**Minimum/General Experience:** This position requires at least seven (7) years' experience in managing implementation of information engineering projects and experience in systems analysis, design, and programming using CASE and IE tools and methods, with at least three (3) years specialized experience, which may include information system development, functional and data requirement analysis, system analysis and design, programming, program design, and documentation preparation. Must be capable of applying business process improvement practices to modernization projects.

**Functional Responsibility:** Applies, as appropriate, activity and data modeling transaction flow analysis; internal control and risk analysis; modern business methods; and performance measurement techniques. Assists in establishing standards for information system procedures. Develops and applies organization-wide information models for use in designing and building integrated, shared software and database management systems.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+7+3]

## 11.0 Systems Architecture and Design

### 11.1 Senior Systems Architect

**Minimum/General Experience:** This position requires a minimum of twelve (12) years' experience in computer science, information systems, engineering, business, or other related scientific or technical discipline, of which at least eight (8) years must be specialized. Specialized experience may include supervision of system architects; use of structured analysis, design methodologies, design tools, and object-oriented principles; and experience with the logical and physical functional, operational, and technical architecture of large and complex information systems. General experience includes increasing responsibilities in systems engineering.

**Functional Responsibility:** Establishes system information requirements using analysis of the information engineer(s) in the development of enterprise-wide, Web-based, or large-scale information systems. Designs architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. Ensures that these systems are compatible and in compliance with the standards and reference models for open systems architectures, including the International Standards Organization's (ISO) Open Systems Interconnection (OSI) and the Institute of Electrical and Electronic Engineers' (IEEE) Open Systems Environment (OSE). Analytically and systematically evaluates problems of workflows, organization, and planning and develops appropriate corrective action. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+12+8]

### 11.2 Systems Architect

**Minimum/General Experience:** This position requires a minimum of ten (10) years' experience in computer science, information systems, engineering, business, or other related scientific or technical discipline, of which at least six (6) years must be specialized. Specialized experience may include supervision of system architects; use of structured analysis, design methodologies, design tools, design techniques, and object-oriented principles; and experience with the logical and physical functional, operational, and technical architecture of large and complex information systems.

**Functional Responsibility:** Establishes system information requirements using analysis of the information engineer(s) in the development of enterprise-wide or large-scale information systems. Designs architecture to include the software, hardware, and communications to support the total requirements as well as provide for present and future cross-functional requirements and interfaces. Ensures that these systems are compatible and in compliance with the standards and reference models for open systems architectures, including the International Standards Organization's (ISO) Open Systems Interconnection (OSI) and the Institute of Electrical and Electronic Engineers' (IEEE) Open Systems Environment (OSE). Analytically evaluates problems of work flow, organization, and planning and develops appropriate corrective action. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+10+6]

### 11.3 Senior Systems Engineer

**Minimum/General Experience:** This position requires a minimum of ten (10) years' experience in information systems, engineering, business, or other related scientific or technical discipline, of which at least six (6) years must be specialized. Specialized experience may include information systems development, functional and data requirements analysis, systems analysis and design, hardware and networking planning and design, programming, program design, and documentation preparation. Other required experience includes managing the implementation of information engineering projects using CASE and IE tools and methods, systems planning, business information planning, and business analysis. Experience in the client/server environment and proven managerial and supervisory skills are essential.

**Functional Responsibility:** Applies an enterprise-wide set of disciplines for the planning, analysis, design, and construction of information systems on an enterprise-wide basis or across a major sector of the enterprise. Develops analytical and computational techniques and methodology for problem solutions. Performs enterprise-wide strategic systems planning, business information planning, and analysis. Performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools, such as Integrated Computer-Aided Software Engineering (I-CASE). Applies reverse engineering and re-engineering disciplines to develop migration and strategic planning documents. Provides management and technical guidance for systems engineers. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+10+6]

### 11.4 Systems Engineer

**Minimum/General Experience:** This position requires a minimum of eight (8) years' experience in information systems, engineering, business, or other related scientific or technical discipline, of which at least four (4) years must be specialized. Specialized experience may include information systems development, functional and data requirements analysis, systems analysis and design, hardware and networking planning and design, programming, program design, and documentation preparation. Other required experience includes managing the implementation of information engineering projects using CASE and IE tools and methods, systems planning, business information planning, and analysis. Experience in the client/server environment and proven managerial and supervisory skills are desired.

**Functional Responsibility:** Applies an enterprise-wide set of disciplines for the planning, analysis, design and construction of information systems on an enterprise-wide basis or across a major sector of the enterprise. Develops analytical and computational techniques and methodology for problem solutions. Performs enterprise-wide strategic systems planning and business information planning and analysis. Performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools; such as I-CASE tools. Applies reverse engineering and re-engineering disciplines to develop migration and strategic planning documents. Provides technical guidance in software engineering techniques and automated support tools.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+8+4]

### 11.5 Associate Systems Engineer

**Minimum/General Experience:** This position requires a minimum of five (5) years' experience in information systems, engineering, business, or other related scientific or technical discipline, of which at least two (2) years must be specialized. Specialized experience may include information systems development, functional and data requirements analysis, systems analysis and design, programming, program design, and documentation preparation. Other required experience includes managing the implementation of information and system engineering projects using CASE and IE tools and methods, systems planning, business information planning, and analysis. Must have demonstrated experience working independently or under only general direction.

**Functional Responsibility:** Applies business process improvement practices to re-engineer methodologies/principles and business process modernization projects. Applies, as appropriate, activity and data modeling, transaction flow analysis, internal control and risk analysis, modern business methods, and performance measurement techniques. Assists in establishing standards for information systems procedures. Performs hardware/software analyses to provide comparative data of performance characteristics and suitability within the existing systems environment. Prepares alternative analysis studies and evaluations for vendor equipment.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+5+2]

## 12.0 System Administration and Operations Management

### 12.1 Operations Manager

**Minimum/General Experience:** This position requires a minimum of seven (7) years' experience, of which at least five (5) years must be specialized. Specialized experience may include supervision and operations experience on a large-scale computer system and knowledge of hardware, software, and operating systems. General experience includes operations experience on a large-scale computer system or a multi-server local area network.

**Functional Responsibility:** Manages computer operations and ensures that computer system resources are used effectively. Ensures that production schedules are met and coordinates the resolution of production-related problems. Ensures that proper relationships are established among customers, teaming partners, and vendors to facilitate the delivery of information technology services. Provides users with computer output. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+7+5]

### 12.2 Senior Systems Administrator

**Minimum/General Experience:** This position requires a minimum of six (6) years' experience in information systems, engineering, business, or other related scientific or technical discipline, of which at least four (4) years must be specialized. Specialized experience may include administrating UNIX, SQL, and other types of open systems. General experience includes operations experience on a large-scale computer system or a multi-server local area network.

**Functional Responsibility:** Manages the daily activities of configuration and operation of business systems, which may be mainframe, mini, or client/server based. Optimizes system operation and resource utilization. Performs system capacity analysis and planning. Provides assistance to users in accessing and using business systems. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+6+4]

### 12.3 Systems Administrator

**Minimum/General Experience:** This position requires a minimum of four (4) years' experience in information systems, engineering, business, or other related scientific or technical discipline, of which at least three (3) years must be specialized. Specialized experience may include administrating UNIX, SQL, and other types of open systems. General experience includes operations experience on a large-scale computer system or a multi-server local area network.

**Functional Responsibility:** Manages the daily activities of configuration and operation of business systems, which may be mainframe, mini, or client/server based. Optimizes system operation and resource utilization. Performs system capacity analysis and planning. Provides assistance to users in accessing and using business systems.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+4+3]

### 12.4 Associate Systems Administrator

**Minimum/General Experience:** This position requires a minimum of two (2) years' experience in information systems, engineering, business, or other related scientific or technical discipline, with specialized experience in administrating UNIX, SQL, and other types of open systems. General experience includes operations experience on a large-scale computer system or a multi-server local area network.

**Functional Responsibility:** Supports the daily activities of configuration and operation of business systems which may be mainframe, mini, or client/server based. Optimizes system operation and resource utilization. Performs system capacity analysis and planning. Provides assistance to users in accessing and using business systems.

**Minimum Education:** Associate degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [A+2]

## 3.0 Functional & Subject Matter Analyst

### 13.1 Subject Matter Expert

**Minimum/General Experience:** This position requires a minimum of twelve (12) years' experience, of which at least ten (10) years must be specialized. Specialized experience may include supervision, use of structured analysis and design methodologies, and solid project management. Specialized experience may also include business rules analysis, best practices identification, strategy and goal formulation, resource analysis, and strategy evaluation and control. Must have demonstrated experience as a strong communicator, recognized authority, and practitioner in each subject of expertise.

**Functional Responsibility:** Provides extensive knowledge and capabilities in specific areas of information technology. Applies strategic and business planning methodologies, processes, and principles in the development and direction of enterprise-wide or large-scale information systems. Analytically and systematically evaluates problems of change management, work flows, organization, and planning and develops appropriate corrective action. Develops organizational strategic, tactical, and operational business plans based on best industry practices. Identifies interfaces to other control systems such as decision support, budgeting, financial, information, and performance systems. Provides mentoring and direction to staff. Provides facilitation and training of leadership and management groups in strategic thinking, business planning, execution, and control. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+12+10]

### 13.2 Senior Systems Analyst

**Minimum/General Experience:** This position requires a minimum of ten (10) years' experience in computer science, information systems, engineering, business, or other related scientific or technical discipline, of which at least eight (8) years must be specialized. Specialized experience may include analysis and design of business applications on complex systems for large-scale computers, database management, and use of programming languages. Must have demonstrated knowledge of database management systems (DBMS) and current storage and retrieval methods. Must have demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs and database interfaces. General experience includes increasing responsibilities in assignments of a technical nature. Must have demonstrated experience working independently or under only general direction on complex application problems involving all phases of systems analysis.

**Functional Responsibility:** Provides technical and administrative direction for personnel who perform software development tasks, including reviewing work products for correctness, ensuring adherence to the design concept and user standards, and monitoring progress in accordance with schedules. Coordinates with the Project and/or Program Manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+10+8]

### 13.3 Systems Analyst

**Minimum/General Experience:** This position requires a minimum of eight (8) years' experience in computer science, information systems, engineering, business, or other related scientific or technical discipline, of which at least four (4) years must be specialized. Specialized experience may include analysis and design of business applications on complex systems for large-scale computers, database management, and use of programming languages. Must have demonstrated knowledge of DBMSs and current storage and retrieval methods. Must have demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs and database interfaces. General experience includes increasing responsibilities in assignments of a technical nature. Must have demonstrated experience working independently or under only general direction on complex application problems involving all phases of systems analysis.

**Functional Responsibility:** Analyzes user needs to determine functional and cross-functional requirements. Performs functional allocation to identify required tasks and their interrelationships. Identifies resources required for each task.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+8+4]

### 13.4 Associate Systems Analyst

**Minimum/General Experience:** This position requires a minimum of four (4) years' experience in computer science, information systems, engineering, business, or other related scientific or technical discipline, of which at least one (1) year must be specialized. Specialized experience may include analysis and design of business applications on complex systems for large-scale computers, database management, and use of programming languages. Must have demonstrated knowledge of DBMSs and current storage and retrieval methods. Must have demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs and database interfaces. General experience includes increasing responsibilities in assignments of a technical nature. Must have demonstrated experience working independently or under only general direction on complex application problems involving all phases of systems analysis.

**Functional Responsibility:** Analyzes user needs to determine functional and cross-functional requirements. Performs functional allocation to identify required tasks and their interrelationships.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+4+1]

## 14.0 Telecommunication

### 14.1 Senior Telecommunication Engineer

**Minimum/General Experience:** This position requires a minimum of eight (8) years' experience in telecommunications, of which at least four (4) years must be specialized. Specialized experience may include telecommunications systems design, wired or wireless network design, programming, configuration, testing and maintenance of telecommunication hardware and software, fiber optic and copper cabling, and data and voice switches. Experience with federal sector telecommunications networks and global solutions are preferred. Experience in a lead engineering or supervisory role is desired.

**Functional Responsibility:** Designs, implements, installs, configures, programs, and repairs telecommunications systems, including telephone systems, wired and wireless networks, fiber optic and copper cabling systems, and data and voice switches. Creates and maintains records on cable assignments, terminations, directory headings, telephone, circuit, and other communications equipment. Certifies telecommunications system performance reads and interprets blueprints and wiring diagrams, and operates specialized test equipment. Interacts and manages relationships with commercial carriers, service providers, and other vendors, as required. May have supervisory responsibility.

**Minimum Education:** Bachelors' degree in mechanical or electrical engineering, telecommunications, computer information systems, or a related technical discipline. [B+8+4]

### 14.2 Telecommunication Engineer

**Minimum/General Experience:** This position requires a minimum of four (4) years' experience in telecommunications, of which at least two (2) years must be specialized. Specialized experience may include telecommunications systems design, wired or wireless network design, programming, configuration, testing and maintenance of telecommunication hardware and software, and fiber optic and copper cabling. Experience with federal sector telecommunications networks and global solutions are preferred.

**Functional Responsibility:** Designs, implements, installs, configures, programs, and repairs telecommunications systems, including telephone systems, wired and wireless networks, fiber optic and copper cabling systems, and data and voice switches. Creates and maintains records on cable assignments, terminations, directory headings, telephone, circuit, and other communications equipment. Certifies telecommunications system performance reads and interprets blueprints and wiring diagrams, and operates specialized test equipment.

**Minimum Education:** Bachelors' degree in mechanical or electrical engineering, telecommunications, computer information systems, or a related technical discipline. [B+4+2]

### 14.3 Associate Telecommunication Engineer

**Minimum/General Experience:** This position requires a minimum of two (2) years' experience in telecommunications, which may include experience in wired and wireless networks, telephone systems, and fiber optic and copper wire systems design, installation, and maintenance.

**Functional Responsibility:** Designs, implements, installs, configures, programs, and repairs telecommunications systems, including telephone systems, wired and wireless networks, fiber optic and copper cabling systems, and data and voice switches. Creates and maintains records on cable assignments, terminations, directory headings, telephone, circuit, and other communications equipment. Reads and interprets blueprints and wiring diagrams and operates specialized test equipment.

**Minimum Education:** Bachelors' degree in mechanical or electrical engineering, telecommunications, computer information systems, or a related technical discipline. [B+2]

#### 14.4 Senior Telecommunication Technician

**Minimum/General Experience:** This position requires a minimum of eight (8) years' experience in telecommunications, of which at least four (4) years must be specialized. Specialized experience may include programming, configuration, testing, and maintenance of telecommunication hardware and software, fiber optic and copper cabling, and data and voice switches. Experience with federal sector telecommunications networks and global solutions are preferred. Experience in a lead technical or supervisory role is desired.

**Functional Responsibility:** Supervises telecommunications installation teams. Installs, troubleshoots, repairs, and maintains telecommunications equipment. Ensures that equipment runs at optimal levels and performs routine repairs and maintenance. Performs installation, termination, splicing, and testing of fiber optic and copper cable systems. Documents all inspections and servicing, as required. Provides reports, completes requests for new service, determines methodology for installing telephone service, determines appropriateness of moderate equipment changes or modifications to data and voice switches, tests trunks, tests links, and installs communication circuits. May be required to supervise junior staff members.

**Minimum Education:** High school diploma or GED certificate. [H+8+4]

#### 14.5 Telecommunication Technician

**Minimum/General Experience:** This position requires a minimum of four (4) years' experience in telecommunications, which may include installation, programming, configuration, testing and maintenance of telecommunication hardware and software and fiber optic and copper cabling.

**Functional Responsibility:** Installs, troubleshoots, repairs, and maintains telecommunications equipment. Ensures that equipment runs at optimal levels and performs routine repairs and maintenance. Performs installation, termination, splicing, and testing of fiber optic and copper cable systems. Documents all inspections and servicing, as required. Provides reports, completes requests for new service, determines methodology for installing telephone service, determines appropriateness of moderate equipment changes or modifications to data and voice switches, tests trunks, tests links, and installs communication circuits.

**Minimum Education:** High school diploma or GED certificate. [H+4]

#### 14.6 Associate Telecommunication Technician

**Minimum/General Experience:** This position requires a minimum of one (1) year experience in telecommunications, which may include experience in wired and wireless networks, telephone systems, fiber optic and copper wire systems, installation, and maintenance.

**Functional Responsibility:** Installs, troubleshoots, repairs, and maintains telecommunications equipment. Ensures that equipment runs at optimal levels and performs routine repairs and maintenance. Performs installation, termination, and testing of fiber optic and copper cable systems. Documents all inspections and servicing, as required. Provides reports, completes requests for new service, and installs telephone service and communication circuits. Works independently or as a member of a team.

**Minimum Education:** High school diploma or GED certificate. [H+1]

## 15.0 Administration

### 15.1 Senior Administrative Assistant

**Minimum/General Experience:** This position requires a minimum of eight (8) years administrative assistant or office management experience. Must have demonstrated knowledge of modern office methods and practices including filing, proofreading, formatting, report writing, basic bookkeeping, and fiscal management; proper English usage, spelling, vocabulary, and grammar; and computer software programs including word processing, spreadsheet, and database tools. Must have demonstrated experience performing clerical and administrative work with accuracy and speed, composing correspondence and reports, performing mathematical calculations with accuracy, maintaining statistical records, and interacting with internal and external customers in a courteous and professional manner. Experience in a technology-based environment is preferred.

**Functional Responsibility:** Performs administrative duties requiring proficiency in office and/or fiscal management, including day-to-day administrative support. Organizes, prioritizes, and completes tasks in a timely manner; keyboards reports, correspondence, memos, minutes, and other documents; proofreads documents for accuracy and completeness; compiles statistical information and prepares reports as requested; schedules meetings and conferences, takes notes, and prepares minutes as requested; and maintains a complete and accurate filing system. May require monitoring a budget, preparing purchase orders, and overseeing maintenance and repair of office equipment.

**Minimum Education:** High school diploma or GED equivalent. [H+ 8]

### 15.2 Administrative Assistant

**Minimum/General Experience:** This position requires a minimum of five (5) years administrative assistant or office management experience. Must have demonstrated knowledge of modern office methods and practices including filing, proofreading, formatting, report writing, basic bookkeeping, and fiscal management; proper English usage, spelling, vocabulary, and grammar; and computer software programs including word processing, spreadsheet, and database tools. Must have demonstrated experience performing clerical and administrative work with accuracy and speed, composing correspondence and reports, performing mathematical calculations with accuracy, maintaining statistical records, and interacting with internal and external customers in a courteous and professional manner. Experience in a technology-based environment is preferred.

**Functional Responsibility:** Performs administrative duties requiring proficiency in office and/or fiscal management, including day-to-day administrative support. Organizes, prioritizes, and completes tasks in a timely manner; keyboards reports, correspondence, memos, minutes, and other documents; proofreads documents for accuracy and completeness; compiles statistical information and prepares reports as requested; schedules meetings and conferences, takes notes, and prepares minutes as requested; and maintains a complete and accurate filing system. May require monitoring a budget, preparing purchase orders, and overseeing maintenance and repair of office equipment.

**Minimum Education:** High school diploma or GED equivalent. [H+ 5]

## 16.0 Network Engineering

### 16.1 Senior Network Engineer

**Minimum/General Experience:** This position requires a minimum of eight (8) years' experience in LAN/WANs, of which at least four (4) years must be specialized. Specialized experience may include in-depth knowledge of wired or wireless network design, configuration, testing and maintenance, and router and switch technologies. A working knowledge is required in several of the following: Unix, Windows, DOS, Novell, HP OpenView, OSI7 Layer Model, IP Addressing, Systems Network Architecture, and Telco Hierarchical Multiplexing. A working knowledge is required in several of the following protocols: IP, IPX, TCP, SNMP/MIB/MIB ETHERNET, PPP, Frame Relay, ATM, and SDLC. A working knowledge is desired in several of the following hardware devices: Cisco Routers, 3 Com, hubs, switches, SNA, DSU/CSU, and T-1/T-3. Demonstrated supervisory or leadership experience is required. Experience with federal or DoD networks and project management is desired.

**Functional Responsibility:** Analyzes requirements and designs, installs, configures, implements, and supports network infrastructure, LAN/WAN operating systems, and information systems integration requirements. Analyzes and evaluates network performance and refines as needed. Consults with customers and non-technical sources on complex problems and acts as task leader to provide technical direction to supporting professional and technical staff. May operate in a federal, DoD, or commercial environment. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in telecommunications, computer information systems, or a related technical discipline. [B+8+4]

### 16.2 Network Engineer

**Minimum/General Experience:** This position requires a minimum of four (4) years' experience in LAN/WANs, of which at least two (2) years must be specialized. Specialized experience may include wired or wireless network design, configuration, testing and maintenance, and router and switch technologies. A working knowledge is required in several of the following: Unix, Windows, DOS, Novell, HP OpenView, OSI7 Layer Model, IP Addressing, Systems Network Architecture, and Telco Hierarchical Multiplexing. A working knowledge is required in several of the following protocols: IP, IPX, TCP, SNMP/MIB/MIB ETHERNET, PPP, Frame Relay, ATM, and SDLC. A working knowledge is desired in several of the following hardware devices: Cisco Routers, 3 Com, hubs, switches, SNA, DSU/CSU, and T-1/T-3. Experience with federal or DoD networks and project management is desired.

**Functional Responsibility:** Installs, configures, implements, and supports network infrastructure, LAN/WAN operating systems, and information systems integration requirements. Analyzes and evaluates network performance and refines as needed. Reviews work and installation progress for accuracy, adherence to network design, and conformance to telecommunications standards. Consults with customers and non-technical personnel as required. May operate in a federal, DoD, or commercial environment.

**Minimum Education:** Bachelor's degree in telecommunications, computer information systems, or a related technical discipline. [B+4+2]

### 16.3 Associate Network Engineer

**Minimum/General Experience:** This position requires a minimum of two (2) years' experience in LAN/WANs, which may include wired or wireless network design, configuration, testing and maintenance, and router and switch technologies. A basic knowledge is required in several of the following: Unix, Windows, DOS, Novell, HP OpenView, OSI7 Layer Model, IP Addressing, Systems Network Architecture, and Telco Hierarchical Multiplexing. A basic knowledge is required in several of the following protocols: IP, IPX, TCP, SNMP/MIB/MIB Ethernet, PPP, Frame Relay, ATM, and SDLC. A working knowledge is desired in several of the following hardware devices: Cisco Routers, 3 Com, hubs, switches, SNA, DSU/CSU, T-1/T-3.

**Functional Responsibility:** Installs, configures, implements, and supports network infrastructure, LAN/WAN operating systems and information systems integration requirements. Analyzes and evaluates network performance and refines as needed. Reviews work and installation progress for accuracy, adherence to network design, and conformance to telecommunications standards. May operate in a federal, DoD or commercial environment. Works as a team member or as an individual under close supervision.

**Minimum Education:** Bachelor's degree in telecommunications, computer information systems, or a related technical discipline. [B+2]

## 17.0 Database Engineering

### 17.1 Senior Database Management Specialist

**Minimum/General Experience:** This position requires a minimum of ten (10) years' experience, of which at least eight (8) years must be specialized. Specialized experience may include demonstrated experience with DBMS design and system analysis, current operating systems software Internats, and data manipulation languages. General experience includes increasing responsibilities in the development and maintenance of database systems.

**Functional Responsibility:** Specifies proper types of files organization, indexing methods, and security procedures. Recommends appropriate design of complex databases (e.g., schema and subschema details). Defines specialized aspects of user's database administrator documentation. Performs detailed comparisons of various database systems. Performs duties in a complex, distributed, heterogeneous computing environment, which may involve different types of hardware platforms, operating systems applications, and network environments. Provides expertise in data storage systems. Develops backup and archival policies and procedures. Configures storage systems software to meet requirements. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+10+8]

### 17.2 Senior Database Engineer

**Minimum/General Experience:** This position requires a minimum of eight (8) years' experience, of which at least four (4) years must be specialized. Specialized experience may include demonstrated experience with DBMS design and system analysis, current operating systems software internals, and data manipulation languages. General experience includes increasing responsibilities in the development and maintenance of database systems.

**Functional Responsibility:** Manages the development of database projects. Plans and budgets staff and database resources. Reallocates resources to maximize benefits, when necessary. Prepares and delivers presentations on DBMS concepts. Provides daily supervision and direction to support staff. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+8+4]

### 17.3 Database Engineer

**Minimum/General Experience:** This position requires a minimum of six (6) years' experience, of which at least three (3) years must be specialized. Specialized experience may include demonstrated experience using current DBMS technologies, utilizing various DBMSs for application design, and operating DBMS internals. General experience includes increasing responsibilities in DBMS systems analysis and programming. Must have demonstrated experience working independently or under only general direction.

**Functional Responsibility:** Provides highly technical expertise in the use of DBMS. Evaluates and recommends available DBMS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Performs administration tasks, such as installing, maintaining, monitoring, recovering, rebuilding, upgrading, patching, and performance tuning. Implements software solutions for performance enhancement, operator interface, and increased user capability.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+6+3]

## 18.0 Software Engineering

### 18.1 Senior Software Engineer

**Minimum/General Experience:** This position requires a minimum of ten (10) years' experience managing or performing software engineering activities including knowledge of information systems, engineering, business, or other related scientific or technical discipline, of which at least eight (8) years must be specialized. Specialized experience may include demonstrated experience using DBMSs and third/fourth generation languages in the design and implementation of systems. General experience includes increasing responsibilities in software engineering activities. Knowledge and skills in government regulations, manuals, standards, and industry publications related to computer systems development are desired.

**Functional Responsibility:** Analyzes and studies complex system requirements. Identifies reuse opportunities within and across projects, building generic domain models and architectures. Designs software tools and subsystems to support domain analyses and configuration management and manages implementation. Manages software development and support using formal specifications, data flow diagrams, other accepted design techniques, and CASE tools. Estimates software development costs and schedules. Reviews existing programs and assists in making refinements to reduce operating time and improve current techniques. Performs studies, analyzes requirements, and recommends optimum approaches and solutions. Develops systems designs in an open systems architecture utilizing object-oriented design methodology. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+10+8]

### 18.2 Software Engineer

**Minimum/General Experience:** This position requires a minimum of six (6) years' experience, of which at least four (4) years must be specialized. Specialized experience may include experience as an applications programmer on large-scale database management systems, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives. Must have demonstrated experience working independently or under only general direction.

**Functional Responsibility:** Analyzes functional business applications and design specifications for functional activities. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time and improve efficiency. Provides technical direction to programmers to ensure that program deadlines are met. Leads software engineering and support projects using formal specifications, data flow diagrams, other accepted design techniques and CASE tools. Estimates software development costs and schedules. Reviews existing programs and assists in making refinements to reduce operating time and improve current techniques.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+6+4]

### 18.3 Associate Software Engineer

**Minimum/General Experience:** This position requires a minimum of four (4) years' experience in information systems, engineering, business, or other related scientific or technical discipline, of which at least two (2) years must be specialized. Specialized experience may include experience as an applications programmer on large-scale database management systems, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives. Must have demonstrated experience working independently or under only general direction.

**Functional Responsibility:** Analyzes functional business applications and design specifications for functional activities. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time and improve efficiency.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+4+2]

## 19.0 Software Programming

### 19.1 Senior Software Programmer

**Minimum/General Experience:** This position requires a minimum of six (6) years' experience in information systems, engineering, business, or other related scientific or technical discipline, of which at least four (4) years must be specialized. Specialized experience may include experience as an applications programmer on large-scale database management systems, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives. Must have demonstrated experience working independently or under only general direction.

**Functional Responsibility:** Performs design, programming, documentation, and implementation of applications that require knowledge of information systems and related systems concepts for effective development and deployment of software modules. Participates in all phases of software development with emphasis on the design, coding, testing, documentation, and acceptance phases. Designs and prepares technical reports and related documentation.

Plans and supervises multiple projects and/or delivery orders involving complex information systems software development. Manages software development and support tasks using formal specifications, data flow diagrams, other accepted design techniques and CASE tools. Estimates software development costs and schedule. Reviews existing programs and assists in making refinements to reduce operating time and improve current techniques. Meets with government and contractor personnel to formulate and review delivery order plans and deliverable items. May have supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+6+4]

### 19.2 Software Programmer

**Minimum/General Experience:** This position requires a minimum of five (5) years' experience, of which at least three (3) years must be specialized in information systems, engineering, business, or other related scientific or technical discipline. Specialized experience may include experience as an applications programmer on large-scale database management systems, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives. Must have demonstrated experience working independently or under only general direction.

**Functional Responsibility:** Analyzes functional business applications and design specifications for functional activities. Develops block diagrams and logic flow charts. Translates detailed design into computer software. Tests, debugs, and refines computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time and improve efficiency. Provides direction to programmers to ensure program deadlines are met.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+5+3]

### 19.3 Associate Software Programmer

**Minimum/General Experience:** This position requires a minimum of five (5) years' experience, of which at least three (3) years must be specialized in information systems, engineering, business, or other related scientific or technical discipline. Specialized experience may include experience as an applications programmer on large-scale database management systems, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives. Must have demonstrated experience working independently or under only general direction.

**Functional Responsibility:** Performs assigned portions of design, programming, and documentation for IT/ADP systems. Participates in assigned phases of software development with emphasis on the programming, testing, and acceptance phases. Supports the preparation of technical reports and related documentation.

**Minimum Education:** Associate degree computer science, information systems, engineering, business, or other related scientific or technical discipline. [A+5+3]

## 20.0 Network Administration

### 20.1 Senior Network Administrator / Manager

**Minimum/General Experience:** This position requires a minimum of eight (8) years' experience in LAN/WANs, of which at least four (4) must be specialized. Specialized experience may include a working knowledge of several of the following software systems and architectures: Unix, Windows, DOS, Novell, HP OpenView, OSI7 Layer Model, IP Addressing, Systems Network Architecture, and Telco Hierarchical Multiplexing. A working knowledge of several of the following protocols is also required: IP, IPX, TCP, SNMP/MIB/MIB Ethernet, PPP, Frame Relay, ATM, and SDLC. A working knowledge of several of the following hardware devices is desired: Cisco Routers, 3 Com, hubs, switches, SNA, DSU/CSU, and T-1/T-3. Experience with federal or DoD networks are desired. May have supervisory responsibility.

**Functional Responsibility:** Provides support for implementation, troubleshooting, and maintenance of LAN/WANs. Assists in designing and managing infrastructure and any processes related to the networks. Provides production support of the networks, including day-to-day operations, monitoring, and problem resolution. Provides Level 2 problem identification, diagnosis, and resolution. Provides support for the dispatch of circuit and hardware vendors involved in the resolution process. Provides support for the escalation and communication of status to management and internal customers. May require supervision of junior personnel.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, or other related scientific or technical discipline. [B+8+4]

### 20.2 Network Administrator

**Minimum/General Experience:** This position requires a minimum of four (4) years' experience, of which at least two (2) must be specialized. Specialized experience may include a working knowledge of two (2) or more of the following systems and architectures: Unix, Windows, DOS, Novell, HP OpenView, OSI7 Layer Model, IP Addressing, Systems Network Architecture, and Telco Hierarchical Multiplexing. A working knowledge of two (2) or more of the following protocols is also required: IP, IPX, TCP, SNMP/MIB/MIB Ethernet, PPP, Frame Relay, ATM, and SDLC. Experience with federal or DoD networks are desired.

**Functional Responsibility:** Performs integration and testing of large-scale computer integrated networks. Designs and optimizes network topologies and site configurations. Plans installations, transitions, and cutovers of network components, network operating systems, and capabilities. May be required to oversee network control center. Supervises the installation and maintenance of network components. Optimizes network costs and performance, accounting, fault, and security management. Coordinates network requirements with users and sites. Works independently, as a lead, or as a member of a team.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, or other related scientific or technical discipline. [B+4+2]

### 20.3 Associate Network Administrator

**Minimum/General Experience:** This position requires a minimum of two (2) years' experience. Must demonstrate knowledge in several of the following software systems and architectures: Unix, Windows, DOS, HP OpenView, IP Addressing, and Systems Network Architecture. Must demonstrate knowledge in several of the following protocols: IP, IPX, TCP, SNMP/MIB/MIB Ethernet, PPP, Frame Relay, ATM, and SDLC.

**Functional Responsibility:** Performs integration and testing of computer integrated networks. Designs and optimizes network topologies and site configurations. Plans installations, transitions, and cutovers of network components, network operating systems, and capabilities. Installs and maintains network components. Monitors and recommends changes to optimize network costs and performance, accounting, fault, and security management. Coordinates network requirements with users and sites. Works as a member of a team.

**Minimum Education:** Associate degree in computer science, information systems, engineering, or other related scientific or technical discipline. [A+2]

## 21.0 Service Management

### 21.1 Senior Service Manager

**Minimum/General Experience:** This position requires a minimum of seven (7) years of progressively responsible related technical experience, of which at least three (3) years must be specialized. Specialized experience may include leadership and managerial and/or technical problem resolution skills required to ensure effective coordination of all client IT activities within a field services environment.

**Functional Responsibility:** Directs service personnel, who perform internal or on-site routine services, including installation, maintenance, and repair. Oversees the scheduling and training of service representatives. Handles service contracts, directs support services, and achieves performance metrics. Leads and directs the work of others and provides guidance and training to less experienced staff. Acts as a focal point for process and service improvements. Plans and implements programs that improve service delivery.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, or other related scientific or technical discipline. [B+7+3]

### 21.2 Service Manager

**Minimum/General Experience:** This position requires a minimum of four (4) years of progressively responsible related technical experience, of which at least one (1) year must be specialized. Specialized experience may include leadership and managerial and/or technical problem resolution skills required to ensure effective coordination of all client IT activities within a field services environment.

**Functional Responsibility:** Directs service personnel, who perform internal or on-site routine services, including installation, maintenance, and repair. Oversees the scheduling and training of service representatives. Handles service contracts, directs support services, and achieves performance metrics. Leads and directs the work of others and provides guidance and training to less experienced staff. Acts as a focal point for process and service improvements. Plans and implements programs that improve service delivery.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, or other related scientific or technical discipline. [B+4+1]

### 21.3 Associate Service Manager

**Minimum/General Experience:** This position requires a minimum of four (4) years' experience in technical problem resolution, with demonstrated skills to ensure effective coordination of all clients IT activities within a field services environment.

**Functional Responsibility:** Directs service personnel, who perform internal or on-site routine services, including installation, maintenance, and repair. Oversees the scheduling and training of service representatives. Handles service contracts, directs support services, and achieves performance metrics. Acts as a focal point for process and service improvements. Plans and implements programs that improve service delivery.

**Minimum Education:** Associate degree in computer science, information systems, engineering, or other related scientific or technical discipline. [A+4]

## 22.0 Field Technical Support Services

### 22.1 Senior Field Technician

**Minimum/General Experience:** This position requires a minimum of seven (7) years' experience in information systems, telecommunications, networking, electro-mechanical equipment, cabling, or other related technical discipline, of which at least four (4) years must be specialized. Specialized experience may include familiarity with field-support concepts, practices, and procedures within a particular technology.

**Functional Responsibility:** Responds to requests for services as assigned by a dispatcher or service manager. Provides advanced on-site support for hardware and software. Is responsible for high-level testing, troubleshooting, installing, configuring, repairing and modifying of computer, telecommunications, or other electronic equipment and systems. Performs on-site installations, routine maintenance, repairs, upgrades, and removal of equipment and software. Acts as a liaison with the customer on complex technical and service problems. Provides on-site training to users. May consult with engineers to solve complex problems. Works independently or may supervise a team.

**Minimum Education:** Associate degree in computer science, information systems, electrical or mechanical technology, or related discipline. [A+7+4]

### 22.2 Field Technician

**Minimum/General Experience:** This position requires a minimum of three (3) years' experience in information systems, telecommunications, networking, electro-mechanical equipment, cabling, or other related technical discipline. Must demonstrate experience with field-support concepts, practices, and procedures within a particular technology.

**Functional Responsibility:** Responds to requests for services as assigned by a dispatcher or service manager. Provides on-site support for hardware and software. Is responsible for testing, troubleshooting, installing, configuring, repairing and modifying of computer, telecommunications, or other electronic equipment and systems. Performs on-site installations, routine maintenance, repairs, upgrades, and removal of equipment and software. Acts as a liaison with the customer on technical and service problems. Provides on-site training to users. May consult with engineers to solve complex problems. Works independently or as a member of a team.

**Minimum Education:** Associate degree in computer science, information systems, electrical or mechanical technology, or related discipline. [A+3]

### 22.3 Associate Field Technician

**Minimum/General Experience:** This position requires a minimum of one (1) year experience in information systems, telecommunications, networking, electro-mechanical equipment, cabling, or other related technical discipline.

**Functional Responsibility:** Responds to requests for services as assigned by a dispatcher or service manager. Provides on-site support for hardware and software. Is responsible for testing, troubleshooting, installing, configuring, repairing and modifying of computer, telecommunications, or other electronic equipment and systems. Performs on-site installations, routine maintenance, repairs, upgrades, and removal of equipment and software. Acts as a liaison with the customer on technical and service problems. Provides on-site training to users. May consult with engineers to solve complex problems. Works as a member of a team.

**Minimum Education:** High school diploma or GED certificate. [H+1]

## 23.0 Help Desk Support

### 23.1 Senior Help Desk Analyst / Manager

**Minimum/General Experience:** This position requires a minimum of seven (7) years' experience in Help Desk operations or a related discipline, of which at least four (4) years must be specialized. Specialized experience may include familiarity with managing automatic call distribution systems, service management applications, service level agreements, and reporting tools.

**Functional Responsibility:** Provides daily supervision and direction to staff that are responsible for Help Desk operations and customer service support. Implements policies and procedures regarding how problems are identified, received, documented, distributed, and resolved. Evaluates new information systems products or services and recommends changes to existing products to better aid the end user. Serves as the subject matter expert for customer service issues and for troubleshooting hardware and software issues for computers, peripherals, and other related equipment. May require supervisory responsibility.

**Minimum Education:** Bachelor's degree in a technical discipline. [B+7+4]

### 23.2 Help Desk Analyst

**Minimum/General Experience:** This position requires a minimum of three (3) years' experience in Help Desk operations or a related discipline. Must demonstrate experience with automatic call distribution systems, service management applications, service level agreements, and reporting tools.

**Functional Responsibility:** Provides Help Desk and customer service support. Identifies, researches, and resolves complex technical problems. Responds to telephone calls, email, and personnel requests for technical support. Ensures that escalation procedures and service levels are achieved. Observes policies and procedures regarding how problems are identified, received, documented, distributed, and resolved. Troubleshoots hardware and software issues for computers, peripherals, and other related equipment.

**Minimum Education:** Associate degree in a technical discipline. [A+3]

### 23.3 Associate Help Desk Analyst

**Minimum/General Experience:** This position requires a minimum of one (1) year experience in Help Desk operations or a related discipline.

**Functional Responsibility:** Provides Help Desk and customer service support. Identifies, researches, and resolves technical problems. Responds to telephone calls, email, and personnel requests for technical support. Ensures that escalation procedures and service levels are achieved. Observes policies and procedures regarding how problems are identified, received, documented, distributed, and resolved. Troubleshoots hardware and software issues for computers, peripherals, and other related equipment.

**Minimum Education:** High school diploma or GED certificate. [H+1]

## 24.0 Database Administration

### 24.1 Senior Database Administrator

**Minimum/General Experience:** This position requires a minimum of eight (8) years progressive experience administering various commercial DBMSs, of which six (6) years must be specialized. Specialized experience may include designing, deploying, and maintaining databases in a production environment; strong knowledge of SQL, PL/SQL, and Transact-SQL and scripting skills in Shell, Perl, or other equivalent scripting language; and experience with database backups, hot backups, export/import, dumps/loads, and cloning databases. Advanced knowledge of performance tuning and concepts is required. Must have experience in applying upgrades and patches.

**Functional Responsibility:** Manages all aspects of the database system, including installation, administration, disaster recovery planning and testing, performance tuning, and security. Troubleshoots and resolves issues reported through telephone calls, verbal and written communication, automated system checkers, and problem tracking applications. Participates in planning and project support, as well as group peer management. May require supervisory responsibility.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+8+6]

### 24.2 Database Administrator

**Minimum/General Experience:** This position requires a minimum of six (6) years progressive experience administering various commercial DBMSs, of which four (4) years must be specialized. Specialized experience may include designing, deploying, and maintaining databases in a production environment; strong knowledge of SQL, PL/SQL, and Transact-SQL and scripting skills in Shell, Perl, or other equivalent scripting language; and experience with database backups, hot backups, export/import, dumps/loads, and cloning databases. Advanced knowledge of performance tuning and concepts is required. Must have experience in applying upgrades and patches.

**Functional Responsibility:** Manages the database system, including installation, administration, disaster recovery planning and testing, performance tuning, and security. Troubleshoots and resolves issues reported through telephone calls, verbal and written communication, automated system checkers, and problem tracking applications. Participates in planning and project support.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+6]

## 25.0 Software Maintenance

### 25.1 Maintenance Programmer

**Minimum/General Experience:** This position requires a minimum of six (6) years' experience, of which at least three (3) years must be specialized. Specialized experience may include demonstrated ability as a maintenance applications programmer on large-scale systems; knowledge of computer equipment; and ability to test, modifies, or change complex software to satisfy original design objectives or new requirements. Experience in reviewing and auditing existing codes is desired. Must have demonstrated experience working independently or under only general direction.

**Functional Responsibility:** Performs assigned portions of design revisions, programming, and documentation for IT systems. Participates in assigned phases of software maintenance, enhancement, and modifications. Supports the preparation of technical reports and related documentation.

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+6+3]

## 26.0 Web Development

### 26.1 Principal Web Tech / Applications Developer

**Minimum/General Experience:** This position requires a minimum of seven (7) years' experience in the use of structured analysis, design methodologies, design tools, and object-oriented principles for the construction and implementation of website technical design or Web application; selection of Web applications hardware and software platforms; development of site navigation; design of application framework; and analysis of system volume and traffic patterns.

**Functional Responsibility:** Plans, organizes, directs, and controls website technical design or Web application. Is responsible for design, development, updates, maintenance, and issue resolution. Investigates technical problems, recommends solutions, and implements appropriate solutions. Tracks issues and recommends long-term solutions for recurring issues. Performs assigned portions of design, documentation, and implementation of intra/inter/extranet capabilities that require knowledge of information systems, Web applications development, website construction, website administration, and related systems concepts for effective development of the intra/inter/extranet(s).

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+7]

### 26.2 Web Tech / Applications Developer

**Minimum/General Experience:** This position requires a minimum of five (5) years' experience in the use of structured analysis, design methodologies, design tools, and object-oriented principles for the construction and implementation of website technical design or Web application; selection of Web applications hardware and software platforms; development of site navigation; design of application framework; and analysis of system volume and traffic patterns.

**Functional Responsibility:** Plans, organizes, directs, and controls website technical design or Web application. Is responsible for design, development, updates, maintenance, and issue resolution. Investigates technical problems, recommends solutions, and implements appropriate solutions. Tracks issues and recommends long-term solutions for recurring issues. Performs assigned portions of design, documentation, and implementation of intra/inter/extranet capabilities that require knowledge of information systems, Web applications development, website construction, website administration, and related systems concepts for effective development of the intra/inter/extranet(s).

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline. [B+5]

### 26.3 Associate Web Tech / Applications Developer

**Minimum/General Experience:** This position requires a minimum of three (3) years' experience in the use of structured analysis, design methodologies, design tools, and object-oriented principles for the construction and implementation of website technical design or Web application; selection of Web applications hardware and software platforms; development of site navigation; design of application framework; and analysis of system volume and traffic patterns.

**Functional Responsibility:** Performs assigned portions of design, documentation, and implementation of intra/inter/extranet capabilities that require knowledge of information systems, Web applications development, website construction, website administration, and related systems concepts for effective development of the intra/inter/extranet(s).

**Minimum Education:** Bachelor's degree in computer science, information systems, engineering, business, or other related scientific or technical discipline [B+3]

#### Education/Experience Substitutions:

Associate degree = two (2) years' experience

Bachelor's degree = four (4) years'

Exhibit III

**STANDARD AFFIRMATION AND DISCLOSURE FORM**  
**EXECUTIVE ORDER 2011-12K**

Governing the Expenditure of Public Funds on Offshore Services

All of the following provisions must be included in all invitations to bid, requests for proposals, state term schedules, multiple award contracts, requests for quotations, informal quotations, and statements of work. This information is to be submitted as part of the response to any of the procurement methods listed.

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By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

691 N. High Street, 2<sup>nd</sup> Floor  
(Address)

Columbus, Ohio 43215  
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

6540 Singletree Drive  
(Address)

Columbus, Ohio 43229  
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

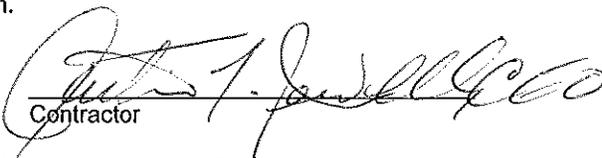
\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any Contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By:

  
Contractor

Print Name: Curtis T. Jewell

Title: CEO/Chairman

Date: August 6, 2012