STATE OF CALIFORNIA

STANDARD AGREEMENT
STD 213IT (Rev 08/11)

STANDARD AGREEMENT
FOR IT GOODS/SERVICES ONLY

	REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER	AGREEMENT NUMBER
	5167010-209

1   This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

DEPARTMENT OF GENERAL SERVICES

CONTRACTOR'S NAME

TROFHOLZ TECHNOLOGIES, INC.

2   The term of this Agreement is: April 21, 2017 or upon State's approval signature, whichever is later   through   April 20, 2020

3   The maximum amount of this Agreement is: $0.00

(Zero dollars and no cents, with no guarantee of contract expenditure)

4   The parties agree to comply with RFP 5167010 and the terms and conditions of the following attachments which are by this reference made a part of the Agreement.

Attachment 1 – Rate Sheet   1 Page

Attachment 2 – Form GSPD401IT, IT General Provisions, Effective 9/5/2014*   12 Pages

These documents (*) can be viewed at http://www.dgs.ca.gov/pd/Resources/ModelLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	*California Department of General Services Use Only*
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* TROFHOLZ TECHNOLOGIES, INC.	
BY *(Authorized Signature)* DATE SIGNED *(Do not type)* 5/17/17	
PRINTED NAME AND TITLE OF PERSON SIGNING YVONNE M. GLENN CEO	
ADDRESS 2207 Plaza drive Suite 100 Rocklin, CA 95765	
STATE OF CALIFORNIA	
AGENCY NAME DEPARTMENT OF GENERAL SERVICES	
BY *(Authorized Signature)* DATE SIGNED *(Do not type)* 5/18/2017	
PRINTED NAME AND TITLE OF PERSON SIGNING For Rhonda Smith, MAPS Section Chief, Procurement Division	☐ Exempt per:
ADDRESS 707 Third Street, 2nd Floor West Sacramento, Ca 95605	

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.

    a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.

    b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.

    c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the Contractor.

    d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.

    e) **"Buyer"** means the State's authorized contracting official.

    f) **"Commercial Hardware"** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.

    g) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.

    h) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.

    i) **"Custom Software" means Software that does not meet the definition of Commercial Software.**

    j) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.

    k) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.

    l) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.

    m) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.

    n) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.

    o) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.

    p) **"Equipment** "is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or Subsystem, including its Hardware and Operating Software (if any).

    q) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.

    r) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.

    s) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

    t) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.

    u) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.

    v) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.

    w) **"Machine"** means an individual unit of a Data Processing System or Subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.

    x) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.

    y) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.

    z) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.

    aa) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.

    bb) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.

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cc) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.

dd) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.

ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.

ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.

gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.

hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).

ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.

jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.

kk) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.

ll) **"Software Failure"** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.

mm) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.

nn) **"System"** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.

oo) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. CONTRACT FORMATION:

a) If this Contract results from a sealed bid offered in response to a solicitation conducted pursuant to Chapters 2 (commencing with Section 10290), 3 (commencing with Section 12100), and 3.6 (commencing with Section 12125) of Part 2 of Division 2 of the Public Contract Code (PCC), then Contractor's bid is a firm offer to the State which is accepted by the issuance of this Contract and no further action is required by either party.

b) If this Contract results from a solicitation other than described in paragraph a), above, the Contractor's quotation or proposal is deemed a firm offer and this Contract document is the State's acceptance of that offer.

c) If this Contract resulted from a joint bid, it shall be deemed one indivisible Contract. Each such joint Contractor will be jointly and severally liable for the performance of the entire Contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint Contractors.

3. COMPLETE INTEGRATION: This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. SEVERABILITY: The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. INDEPENDENT CONTRACTOR: Contractor and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. APPLICABLE LAW: This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. COMPLIANCE WITH STATUTES AND REGULATIONS:

a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.

b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

d) If this Contract is in excess of $554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

e) To the extent that this Contract falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought to

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its attention, regarding accessibility of its products or services.

8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
   a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
   b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. **ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, the State will not unreasonably prohibit the Contractor from freely assigning its right to payment, provided that the Contractor remains responsible for its obligations hereunder.

10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. **ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
   a) These General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
   b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
   c) Other Special Provisions;
   d) Statement of Work, including any specifications incorporated by reference herein;
   e) Cost worksheets; and
   f) All other attachments incorporated in the Contract by reference.

12. **PACKING AND SHIPMENT:**
   a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
      i) show the number of the container and the total number of containers in the shipment; and
      ii) the number of the container in which the packing sheet has been enclosed.

   b) All shipments by the Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
   c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
   a) The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
   b) If "prepay and add" is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
   c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, the Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. **DELIVERY:** The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at the Contractor's expense or utilize any other rights available to the State at law or in equity.

15. **SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

16. **INSPECTION, ACCEPTANCE AND REJECTION:** Unless otherwise specified in the Statement of Work:
   a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of the Contractor's quality assurance System or other similar business practices related to performance of the Contract.

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b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.

c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source..

e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

f) Unless otherwise specified in the Statement of Work, title to Equipment shall remain with the Contractor and assigns, if any, until such time as successful acceptance testing has been achieved. Title to a special feature installed on a Machine and for which only a single installation charge was paid shall pass to the State at no additional charge, together with title to the Machine on which it was installed.

17. SAMPLES:

a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.

b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at the Contractor's expense.

18. WARRANTY:

a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that it's Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code
(i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right.

Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.

c) Unless otherwise specified in the Statement of Work:
(i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
(ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by the Contractor, or (C) misuse by the State.
(iii) Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.

d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.

e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and the Contractor's sole obligation will be limited to:
(i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
(ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on the Contractor's liability set forth in the Section entitled "Limitation of Liability."

f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, THE CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

20. INSURANCE: The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

21.TERMINATION FOR NON-APPROPRIATION OF FUNDS:

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a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.

b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.

c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO THE CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

22. **TERMINATION FOR THE CONVENIENCE OF THE STATE:**
a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.

b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
   (i) Stop work as specified in the Notice of Termination.
   (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
   (iii) Terminate all subcontracts to the extent they relate to the work terminated.
   (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;

c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.

d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.

e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
   (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
   (ii) The total of:
      A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto,

but excluding any cost attributable to Deliverables or services paid or to be paid;
      B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
      C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.

f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.

23. **TERMINATION FOR DEFAULT:**
a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
   i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
   ii) Make progress, so that the lack of progress endangers performance of this Contract; or
   iii) Perform any of the other provisions of this Contract.

b) The State's right to terminate this Contract under sub-section a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.

c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.

d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
   (i) completed Deliverables,
   (ii) partially completed Deliverables, and,
   (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum <u>it</u> determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

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f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.

g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.

h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

24. **FORCE MAJEURE:** Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

a) Acts of God or of the public enemy, and

b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

25. **RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**

a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.

b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.

c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").

d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore.

26. **LIMITATION OF LIABILITY:**

a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price.   For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that the Contractor will have a separate limitation of liability for each purchase order.

b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations" (ii) to liability under the General Provisions, entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by the

Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.

c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above.   Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.

d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that the Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that the Contractor's liability for such damages arises out of sub-section b)(i), b)(ii), or b)(iv) above.

27. **CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**

a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.

b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

28. **INDEMNIFICATION:** The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

29. **INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein.   Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount.   State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

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30. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. **TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. **NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.

33. **CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. **NEWS RELEASES:** Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. **DOCUMENTATION:**
    a) The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
    b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on the Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on

any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

37. **RIGHTS IN WORK PRODUCT:**
    a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including the Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be the Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
    b) Software and other materials developed or otherwise obtained by or for the Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this Section 37 will be construed to interfere with the Contractor's or its affiliates' ownership of Pre-Existing Materials.
    c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
    d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
    e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.

38. **SOFTWARE LICENSE:** Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").
    a) The State may use the Software Products in the conduct of its own business, and any division thereof
    b) The license granted above authorizes the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machine-readable form, on any other State CPU until the designated CPU is returned to operation.

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c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.

d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.

39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:

a) The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for the State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act.

b) The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.

c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.

40. RIGHT TO COPY OR MODIFY:

a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior written consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.

b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.

41. FUTURE RELEASES: Unless otherwise specifically provided in this Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price no greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.

42. ENCRYPTION/CPU ID AUTHORIZATION CODES:

a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the

Contractor will provide all codes to the State with delivery of the Software.

b) In case of an inoperative CPU, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.

c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.

43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

(i) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

(ii) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.

b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor, at its option and expense, either to procure for the State the right to continue using the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such

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infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid the Contractor less any reasonable amount for use or damage.

c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

(i) The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or,

(ii) The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or

(iii) The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or

(iv) The combination or utilization of Software furnished hereunder with non-contractor supplied Software.

d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

44. DISPUTES:

a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the contracting Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the contracting Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.

b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.

c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of the Contractor's appeal for a final decision, it shall be deemed a final decision adverse to the Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

e) The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

45. STOP WORK:

a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:

(i) Cancel the Stop Work Order; or

(ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.

b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:

(i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and

(ii) The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.

c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

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d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

46. **EXAMINATION AND AUDIT:** The Contractor agrees that the State or its designated representative shall have the right to review and copy any records and supporting documentation directly pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.

47. **FOLLOW-ON CONTRACTS:**
   a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
      (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any subject of such Technical Consulting and Direction; and
      (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
   b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
      (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
      (ii) development or design of test requirements;
      (iii) evaluation of test data;
      (iv) direction of or evaluation of another Contractor;
      (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
      (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
   c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
      (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
      (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
   d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors

by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.

48. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

49. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

50. **NONDISCRIMINATION CLAUSE:**
   a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
   b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

51. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

52. **ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
   a) In submitting a bid to the State, the supplier offers and agrees that if the bid is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall

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be made and become effective at the time the State tenders final payment to the supplier.

b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
   (i) the assignee has not been injured thereby, or
   (ii) the assignee declines to file a court action for the cause of action.

53. **DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
   (i) the dangers of drug abuse in the workplace;
   (ii) the person's or organization's policy of maintaining a drug-free workplace;
   (iii) any available counseling, rehabilitation and employee assistance programs; and,
   (iv) penalties that may be imposed upon employees for drug abuse violations.

c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
   (i) will receive a copy of the company's drug-free policy statement; and,
   (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

54. **FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

55. **SWEATFREE CODE OF CONDUCT:**

a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b) The Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).

56. **RECYCLED CONTENT REQUIRMENTS:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material (as defined in the Public Contract Code (PCC) Section 12200-12209), in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).

57. **CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of $100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

58. **AMERICANS WITH DISABILITIES ACT:** The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

59. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

60. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

61. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to contract with the State.

62. **DOMESTIC PARTNERS**: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that the contractor is in compliance with Public Contract Code Section 10295.3.

GENERAL PROVISIONS – INFORMATION TECHNOLOGY

63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

   a) If for this Contract the Contractor made a commitment to achieve small business participation, then the Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

   b) If for this Contract the Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

64. LOSS LEADER: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).).

EXHIBIT– STATEMENT OF WORK

RFP 5167010

Statement of Work
IT Consulting Services MSA
RFP # 5167010

Senior Project Manager

Senior PM has full responsibility to manage and oversee all aspects of the most complex IT projects to deliver an IT product, service or system. This includes but is not limited to managing both external and internal IT project teams, and interacting with department heads, agency secretaries at the user agency, State control agencies, and individuals of similar status and capacity in the private sector.

The Senior PM determines appropriate products or services with clients or customers to define project scope, requirements and deliverables; develops, modifies or provides input to project plans; implements project plans to meet objectives; coordinates and integrates project activities; manages, leads or administers project resources; monitors project activities and resources to mitigate risk; implements or maintains quality assurance processes; makes improvements, solves problems or takes corrective action when problems arise; gives presentations or briefings on all aspects of the project; participates in phase, milestone and final project reviews; identifies project documentation requirements or procedures; and develops and implements project schedules and release plans.

The Senior PM; designs or conducts analytical studies, feasibility studies, cost-benefit analyses or other research; evaluates, monitors or ensures compliance with laws, regulations, policies, standards or procedures; identifies standards or requirements for change management; participates in change control (for example, reviewing change requests); implements information systems security plans and procedures; and ensures appropriate product-related training and documentation are developed and made available to customers.

The Senior PM will possess knowledge and experience in customer service; decision making; flexibility; interpersonal skills; leadership; organizational awareness; problem solving, reasoning; team building; oral communication, speaking and writing; business process reengineering; capital planning and investment assessment; contracting/procurement; cost-benefit analysis; financial management; planning and evaluating; project management; quality assurance; requirements analysis and risk management; configuration, data, and information management; information resources strategy and planning; information technology architecture; information technology performance assessment; infrastructure design; systems integration; systems life cycle; and technology awareness.

Experience

This classification requires a minimum of seven (7) years of broad, extensive and increasingly responsible experience applying PM principles, methods, techniques, and tools. At least four (4) years of that experience must have been as a senior PM of one or more large or complex IT project.

And

Education

This classification requires the possession of (a) a Bachelor's Degree, and (b) a valid Project Management Professional (PMP) certification from the Project Management Institute (PMI), which will be verified during the RFO process.

Additional qualifying experience may be substituted for the required education on a year-for-year basis. The PMP certification is required and may not be substituted with additional experience.

Project Manager

The PM usually works under the direction of a Senior PM or user agency personnel and manages or oversees all aspects of one or more IT projects while interacting with mid-level officials of similar capacity at the user agency and private sector.

The PM determines appropriate products or services with clients or customers to define project scope, requirements and deliverables; develops, modifies or provides input to project plans; implements project plans to meet objectives; coordinates and integrates project activities; manages, leads or administers project resources; monitors project activities and resources to mitigate risk; implements or maintains quality assurance processes; makes improvements, solves problems or takes corrective action when problems arise; gives presentations or briefings on all aspects of the project; participates in phase, milestone and final project reviews; identifies project documentation requirements or procedures; and develops and implements project schedules and release plans.

The PM; designs or conducts analytical studies, feasibility studies, cost-benefit analyses or other research; evaluates, monitors or ensures compliance with laws, regulations, policies, standards or procedures; identifies standards or requirements change management; participates in change control (for example, reviewing change requests); implements information systems security plans and procedures; and ensures appropriate product-related training and documentation are developed and made available to customers.

The PM will possess knowledge and experience in customer service; decision making; flexibility; interpersonal skills; leadership; organizational awareness; problem solving, reasoning; team building; oral communication, speaking and writing; business process reengineering; capital planning and investment assessment; contracting/procurement; cost-benefit analysis; financial management; planning and evaluating; project management; quality assurance; requirements analysis and risk management; configuration, data, and information management; information resources strategy and planning; information technology architecture; information technology performance assessment; infrastructure design; systems integration; systems life cycle; and technology awareness.

Experience

This classification requires a minimum of five (5) years of broad, extensive and increasingly responsible PM project experience applying project management (PM) principles, methods, techniques, and tools. At least three (3) years of that experience must have been in a lead capacity.

And

Education

This classification requires the possession of (a) a Bachelor's Degree, and (b) a valid Project Management Professional (PMP) certification from the Project Management Institute (PMI), which will be verified during the RFO process.

Additional qualifying experience may be substituted for the required education on a year-for-year basis. The PMP certification is required and may not be substituted with additional experience.

Senior Technical Lead

A Senior Technical Lead ensures IT architectural integrity and functions as the interface between systems developers and IT project managers. The Senior Technical Lead provides coordination, oversight and leadership for the analyses, planning, design, implementation, documentation, assessment, and management of IT architecture and infrastructure design framework to align IT approaches with an organization's mission, goals and business processes.

The Senior Technical Lead will develop reference models of the enterprise and maintain the information in the IT repository; determine the gaps between the current and the target architecture and develop plans for transitioning to target architecture; define the policies and principles to guide technology decisions for the enterprise architecture; identify opportunities to improve enterprise-level systems to support business processes and utilize emerging technologies; promote and educate customers and stakeholders on the use and value of the enterprise architecture; provide enterprise architecture guidance, support and coordination to customers and IT project teams; document the enterprise architecture infrastructure, including the business units and key processes, using modeling techniques; ensure technical integration is achieved across the enterprise by participating in test planning, validation and reviews; evaluate the impact of enterprise architecture products and services on IT investments, business operations, stakeholder satisfaction and other outcomes; coordinate and conduct governance and portfolio management activities associated with ensuring compliance with the enterprise architecture; and ensure the rigorous application of information security/information assurance policies, principles and practices to all components of the enterprise architecture.

The Senior Technical Lead will possess knowledge and experience in organizational mission, IT infrastructure, enterprise architecture principles and reference models, and program management principles sufficient to participate in the development of organizational enterprise architecture goals, objectives, plans and policies; organizational enterprise architecture models, policies and planning formulation process, strategic and IT goals and objectives, and IT program metrics and measurement techniques sufficient to ensure enterprise-level IT specifications align with the organizational business requirements, identify potential improvements to enterprise architecture to meet organizational goals, and establish and implement metrics for evaluating the accomplishments of enterprise architecture goals and objectives; methods and approaches for sharing information through the use of IT assets, project management concepts, methods and practices, enterprise architecture concepts and principles, and multiple IT disciplines sufficient to develop major components of the enterprise architecture plan including strategic drivers, current and target architectures, the sequencing plan, architectural segments and reference models and

standards; technical documentation methods; and speak and write effectively and prepare effective reports.

Experience

This classification must have a minimum of seven (7) years of experience aligning IT systems with organizational business processes. At least four (4) years of that experience must have been in a lead capacity.

And

Education

This classification requires the possession of a Bachelor's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Technical Lead

The description is the same as with the Senior TL, except this classification functions under general supervision of a Senior TL or Senior PM.

The Technical Lead will develop reference models of the enterprise and maintain the information in the IT repository; determine the gaps between the current and the target architecture and develop plans for transitioning to target architecture; define the policies and principles to guide technology decisions for the enterprise architecture; identify opportunities to improve enterprise-level systems to support business processes and utilize emerging technologies; promote and educate customers and stakeholders on the use and value of the enterprise architecture; provide enterprise architecture guidance, support and coordination to customers and IT project teams; document the enterprise architecture infrastructure, including the business units and key processes, using modeling techniques; ensure technical integration is achieved across the enterprise by participating in test planning, validation and reviews; evaluate the impact of enterprise architecture products and services on IT investments, business operations, stakeholder satisfaction and other outcomes; coordinate and conduct governance and portfolio management activities associated with ensuring compliance with the enterprise architecture; and ensure the rigorous application of information security/information assurance policies, principles and practices to all components of the enterprise architecture.

The Technical Lead will possess knowledge and experience in organizational mission, IT infrastructure, enterprise architecture principles and reference models, and program management principles sufficient to participate in the development of organizational enterprise architecture goals, objectives, plans and policies; organizational enterprise architecture models, policies and planning formulation process, strategic and IT goals and objectives, and IT program metrics and measurement techniques sufficient to ensure enterprise-level IT specifications align with the organizational business requirements, identify potential improvements to enterprise architecture to meet organizational goals, and establish and implement metrics for evaluating the accomplishments of enterprise architecture goals and objectives; methods and approaches for sharing information through the use of IT assets, project management concepts, methods and practices, enterprise architecture concepts and principles, and multiple IT disciplines sufficient to

develop major components of the enterprise architecture plan including strategic drivers, current and target architectures, the sequencing plan, architectural segments and reference models and standards; technical documentation methods; and speak and write effectively and prepare effective reports.

Experience

This classification must have a minimum of five (5) years of experience aligning IT systems with organizational business processes. At least three (3) years of that experience must have been in a lead capacity.

And

Education

This classification requires the possession of a Bachelor's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Business Solutions Analyst

A Business Solutions Analyst performs business systems analysis and is responsible for work that involves applying analytical processes to the planning, design and implementation of new and improved business information systems and business processes to meet the business requirements of customer organizations.

The Business Solutions Analyst will perform needs analyses to define opportunities for new or improved business process solutions; conduct business process reengineering; conduct feasibility studies and trade-off analyses; perform as a liaison between internal and external customers; consult with customers to identify, refine and specify functional requirements, and translate functional requirements into technical specifications; develop overall functional and systems requirements and specifications; prepare business cases for the application of IT solutions; define systems scope and objectives; develop cost estimates for new modified systems; ensure the integration of all system components; e.g., policies, procedures, training material, databases, software and hardware; conduct performance and reliability testing of new solutions; plan and participate in systems implementation and provide post-implementation support; and ensure the rigorous application of information security/information assurance policies, principles and practices to the systems analysis process.

The Business Solutions Analyst will possess knowledge and experience in structured analysis principles and methods; systems analysis and analytical principles, concepts, techniques and methods, including cost-benefit analysis methods; basic IT architecture and technical documentation methods; systems design tools, methods and techniques, including automated systems analysis and design tools sufficient to develop requirements and specifications for systems that meet business requirements; systems design standards, policies and authorized approaches sufficient to assist in identifying and specifying business requirements for new or enhanced systems and develop basic system specifications; system design precedents or alternative approaches sufficient to advise on the merits of proposed systems development projects; business processes, workflows and operations of customer organizations sufficient to

apply a structured systems analysis approach to the design and development of new or enhanced applications; business process engineering concepts and methods sufficient to lead/conduct studies designed to identify potential improvements in the way IT is applied to key business functions; life cycle management concepts; internet and new IT technologies; and speak and write effectively and prepare effective reports.

Experience

This classification must have a minimum of five (5) years of experience applying analytical processes on IT projects. At least three (3) years of that experience must have been in business systems analysis and design.

And

Education

This classification requires the possession of a Bachelor's Degree. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Senior Programmer

A Senior Programmer is responsible for leading and/or working on the most complex IT applications design, documentation, development, modification, testing, installation, implementation and support of new or existing applications software. This classification may also plan, install, configure, test, implement and manage a systems environment in support of an organization's IT architecture and business needs. Common organizational or functional industry position titles for programmers include but are not limited to programmer analyst, applications developer, software engineer, software developer, software quality assurance specialist, systems programmer, systems software programmer, database administrators, computer systems analysts, systems engineer, systems software engineer.

The Senior Programmer, in development of applications software, is responsible for analyzing and refining systems requirements; translating systems requirements into applications prototypes; planning and designing systems architecture; writing, debugging and maintaining code; determining and designing applications architecture; determining output media/formats; designing user interfaces; working with customers to test applications; assuring software and systems quality and functionality; integrating hardware and software components; writing and maintaining program documentation; evaluating new applications software technologies; and/or ensuring the rigorous application of information security/information assurance policies, principles and practices to the delivery of application software services.

The Senior Programmer, in development of operating systems, is responsible for analyzing systems requirements in response to business requirements, risks and costs; evaluating, selecting, verifying and validating the systems software environment; evaluating, selecting and installing compilers, assemblers and utilities; integrating hardware and software components within the systems environment; monitoring and fine-tuning performance of the systems environment; evaluating new systems engineering technologies and their effect on the operating environment; and/or ensuring that information security/information assurance policies, principles and practices are an integral element of the operating environment.

The Senior Programmer will possess knowledge and experience in applications software development principles and methods sufficient to participate in the design, development, testing and implementation of new or modified applications software; operating systems installation and configuration procedures; organization's operational environment; software design principles, methods and approaches; principles, methods and procedures for designing, developing, optimizing and integrating new and/or reusable systems components; pertinent government regulations; infrastructure requirements, such as bandwidth and server sizing; database management principles and methodologies, including data structures, data modeling, data warehousing and transaction processing; functionality and operability of the current operating environment; systems engineering concepts and factors such as structured design, supportability, survivability, reliability, scalability and maintainability; optimization concepts and methods; establish and maintain cooperative working relationships with those contacted in the course of the work; and speak and write effectively and prepare effective reports.

Experience

This classification must have a minimum of seven (7) years of experience in electronic data processing systems study, design, and programming. At least four (4) years of that experience must have been in a lead capacity.

And

Education

This classification requires the possession of a Bachelor's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Programmer

The description is the same as with the Senior Programmer, except this classification functions under general supervision.

The Programmer, in development of applications software, is responsible for analyzing and refining systems requirements; translating systems requirements into applications prototypes; planning and designing systems architecture; writing, debugging and maintaining code; determining and designing applications architecture; determining output media/formats; designing user interfaces; working with customers to test applications; assuring software and systems quality and functionality; integrating hardware and software components; writing and maintaining program documentation; evaluating new applications software technologies; and/or ensuring the rigorous application of information security/information assurance policies, principles and practices to the delivery of application software services.

The Programmer, in development of operating systems, is responsible for analyzing systems requirements in response to business requirements, risks and costs; evaluating, selecting, verifying and validating the systems software environment; evaluating, selecting and installing compilers, assemblers and utilities; integrating hardware and software components within the systems environment; monitoring and fine-tuning performance of the systems environment;

evaluating new systems engineering technologies and their effect on the operating environment; and/or ensuring that information security/information assurance policies, principles and practices are an integral element of the operating environment.

The Programmer will possess knowledge and experience in applications software development principles and methods sufficient to participate in the design, development, testing and implementation of new or modified applications software; operating systems installation and configuration procedures; organization's operational environment; software design principles, methods and approaches; principles, methods and procedures for designing, developing, optimizing and integrating new and/or reusable systems components; pertinent government regulations; infrastructure requirements, such as bandwidth and server sizing; database management principles and methodologies, including data structures, data modeling, data warehousing and transaction processing; functionality and operability of the current operating environment; systems engineering concepts and factors such as structured design, supportability, survivability, reliability, scalability and maintainability; optimization concepts and methods; establish and maintain cooperative working relationships with those contacted in the course of the work; and speak and write effectively and prepare effective reports.

Experience

This classification must have a minimum of five (5) years of experience in electronic data processing systems study, design, and programming. At least three (3) years of that experience must have been in a lead capacity.

And

Education

This classification requires the possession of a Bachelor's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Technical Writer

A Technical Writer produces technical documentation that helps people understand and use a product or service. This documentation may include but not limited to online help, manuals (system, end-user, training, and instruction), white papers, design specifications, project plans, test plans, business correspondence, how-to-guides, etc. With the rise of e-learning, technical writers are also charged with creating online training for their audience of learners. Technical writers explain technologies, processes, and products in many formats, including print, online, and other electronic means.

The Technical Writer will work with internal teams to obtain an in-depth understanding of the product and the documentation requirements; analyze existing and potential documentation content; produce high-quality documentation that meets applicable standards and is appropriate for its intended audience; research, develop, write, edit and proofread complex technical documentation and supporting material for software, hardware, technical procedures, and computer related services; create, maintain and update manuals, procedures, specifications and other documents; create, assimilate, convey, maintain and update technical documents and

policies and procedures in a concise and effective manner for a variety of audiences; review, revise, modify and edit documents prepared by others; provide writing, editing and design support to team members; create and maintain the information architecture; write easy-to-understand user interface text, online help and developer guides; create manuals and tutorials to help end-users use a variety of applications; and create, compile and deliver software development documentation packages.

The Technical Writer will possess knowledge and experience in message delivery and development; communications; attention to detail; collaboration; data gathering and analysis; planning and prioritization; leveraging technology; excellent clear and concise writing and grammar skills, work independently, deliver accurate documentation under deadline pressure; strong working knowledge of Microsoft Office; requirements analysis; Information Management skills; interview and listening skills; proven working experience in technical writing of software documentation; ability to quickly grasp complex technical concepts and make them easily understandable in text and visuals; reviews and studies blueprints, sketches, drawings, parts lists, specifications, mockups, and product samples to integrate and delineate technology, operating procedure, and production sequence and detail; familiarity of a variety of software programs for the purpose of writing text, creating charts and graphs, and incorporating diagrams and photos in documents; basic familiarity with the SDLC and software development; systems and business analysis and analytical principles, computer scripting, illustration/graphic design, information architecture and design, technical translation, training, e-learning, user interfaces, website design/management, hyper-text markup language (HTML), concepts, techniques and methods, including cost- benefit analysis methods; and knowledge of information technology, e.g. hardware and software.

Experience

This classification must have a minimum of two (2) years of experience performing IT technical writing. Experience can include being in a position as a specialist or research assistant in a technical field.

And

Education

This classification requires the possession of a Bachelor's Degree. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Information Security Specialist

An Information Security Specialist interprets information security policies, standards and other requirements as they relate to internal information system, and coordinates the implementation of these and other information security requirements. The Information Security Specialist redesigns and reengineers internal information handling processes so that information is appropriately protected from a wide variety of problems including unauthorized disclosure, unauthorized use, inappropriate modification, premature deletion, and unavailability.

The Information Security Specialist will provide highly specialized experience in one or more information, computer, or network security disciplines (e.g. penetration testing, accreditation, or

risk assessment and mitigation); develop system security plans, certification and accreditation reviews; analyze and establish processes for comprehensive systems and data protection; assess and mitigate system security threats and risks; perform security audits, evaluation, risk assessments and make a strategic recommendations; and manages, supports, installs and maintains security tools and systems, and tracks security patches and incidents.

The Information Security Specialist will possess knowledge and experience in standard methodologies used in certification and accreditation processes; extensive experience following NIST guidelines in risk assessment and management; conducting vulnerability analysis; developing mitigation plans; and performing penetration testing, password protection testing and application security testing.

Experience

This classification must have a minimum of five (5) years of experience applying security policies, standards, testing, modification and implementation. At least three (3) years of that experience must be in information security analysis.

And

Education

This classification requires the possession of a Bachelor's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Senior Enterprise Architect

A Senior Enterprise Architect applies their management skills and specialized functional and technical expertise to support complex projects in applying organizing principles and methods of enterprise architecture. Methods of enterprise architecture include IT business systems development and technical solutions that align with the business process. This is accomplished through requirements analysis, needs assessments, and selection and implementation of integration strategies including lifecycle sustainability.

The Senior Enterprise Architect will provide subject matter expertise in industry, and have specific knowledge of methods including architect enterprise strategy, enterprise architecture development and management; business process design and re-engineering; investment decision making and support for solution architecture development/management; and support the attainment of business strategy and its alignment with processes and information technology strategy.

The Senior Enterprise Architect will possess knowledge and technical expertise in standards and technologies to support complex business analysis, solution selection, systems design, and application integration.

Experience

This classification must have a minimum of seven (7) years of applying Enterprise Architecture principles. At least five (5) years of that experience must be in a lead capacity.

And

Education

This classification requires the possession of a Bachelor's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Enterprise Architect

An Enterprise Architect applies functional and technical expertise to support complex projects in applying organizing principles and methods of enterprise architecture. Methods of enterprise architecture include IT business systems development and technical solutions that align with the business process. This is accomplished through requirements analysis, needs assessments, and selection and implementation of integration strategies including lifecycle sustainability.

Enterprise Architects provide subject matter expertise in industry, and have specific knowledge of methods including architect enterprise strategy, enterprise architecture development, business process design and re-engineering, investment decision making and support for solution architecture development. They support the attainment of business strategy and its alignment with processes and information technology strategy.

An Enterprise Architect possesses knowledge and technical expertise in standards and technologies to support complex business analysis, solution selection, systems design, and application integration.

Experience

This classification must have a minimum of five (5) years of applying Enterprise Architecture principles. At least three (e) years of that experience must be in a lead capacity.

And

Education

This classification requires the possession of a Bachelor's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Product Manager

A Product Manager manages the delivery, ongoing success, and continuous improvement of one or more digital products and/or platforms.

The Product Manager will lead one or more multi-disciplinary delivery teams to deliver excellent new products and/or iterations to existing products to meet user needs; gather user requirements

based on a communicable understanding of diverse audience groups; define and get stakeholder buy-in for product definition and delivery approach; create effective, prioritized product descriptions, and delivery plans to meet user needs in a cost-effective way; interpret user research in order to make the correct product decisions; continually keep abreast of changes to user habits, preferences, and behaviors across various digital platforms and their implications for successful delivery of government digital services; underpin the delivery and iteration of digital services through effective analysis of qualitative and quantitative user data; and communicate credibly with a wide range of digital delivery disciplines and talent.

The Product Manager will possess knowledge and experience in development and delivery of digital products such as websites and software applications; collaboration with company leaders to develop a product vision and then work closely with engineers and designers to bring the product to market; both business acumen and the technical know-how to communicate with engineers.

Experience

This classification must have a minimum of nine (9) years of experience in developing products; conducting market research; generating product requirements; determining specifications, production timetables, pricing, and time-integrated plans for product introduction; and developing marketing strategies. At least three (3) years of that experience must have been in a lead capacity.

And

Education

This classification requires the possession of a Bachelor's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Technical Architect

A Technical Architect will serve as the manager of complex technology implementations, with an eye toward constant reengineering and refactoring to ensure the simplest and most elegant system possible to accomplish the desired need; understand how to maximize leverage of the open source community to deploy systems on Infrastructure as a Service (IaaS) providers; be comfortable sharing knowledge across a multi-disciplinary team and working within various methodologies; and be a full partner in the determination of vision, objectives, and success criteria.

The Technical Architect will architect the overall system by using prototyping and proof of concepts, which may include: modern programming languages (e.g., Ruby, Python, Node.js) and web frameworks (e.g., Django, Rails), modern front-end web programming techniques (e.g., HTML5, CSS3, RESTful APIs) and frameworks (e.g., Twitter Bootstrap, jQuery), relational databases (e.g., PostgreSQL), and "NoSQL" databases (e.g., Cassandra, MongoDB), automated configuration management (e.g., Chef, Puppet, Ansible, Salt), continuous integration/deployment, and continuous monitoring solutions; use version control systems (e.g., Git and GitHub); ensure strategic alignment of technical design and architecture to meet business growth and direction, and stay on top of emerging technologies; decompose business and system architecture to

support clean-interface multi-team development; develop product roadmaps, backlogs, and measurable success criteria, and write user stories (i.e., can establish a path to delivery for breaking down stories) and clearly communicate and work with stakeholders at every level.

The Technical Architect will possess knowledge and experience in analyses and development of conceptual designs and detail designs; developing JBOSS Messaging and connectivity with Spring-JMS connectivity; designing DB schema as per the requirements and in sync with the old system; implementing the daily and weekly jobs that interact with external interfaces; coordinating with business stakeholders to understand their requirements; communicate with cross-divisional personnel at both team and executive levels to understand performance measurement methodologies; and direct team members in compiling business requirements and executing project milestones.

Experience

This classification must have a minimum of eight (8) years of experience in systems development, analysis, programming or testing.

And

Education

This classification requires the possession of a Bachelor's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Interaction Designer/ User Researcher / Usability Tester

The Interaction Designer / User Researcher / Usability Tester is part of a highly collaborative, multi-disciplinary team focused on improving usability, user experience, and driving user adoption and engagement; and responsible for conducting user research, analysis & synthesis, persona development, interaction design, and usability testing.

The Interaction Designer / User Researcher / Usability Tester will conduct stakeholder interviews, user requirements analysis, task analysis, conceptual modeling, information architecture, interaction design, and usability testing; design and specify user interfaces and information architecture; lead participatory and iterative design activities, including observational studies, and other forms of requirements discovery; produce user requirements specifications & experience goals, personas, storyboards, scenarios, flowcharts, design prototypes, and design specifications; effectively communicate research findings, conceptual ideas, detailed design, and design rationale and goals both verbally and visually; plan and facilitate collaborative critiques and analysis & synthesis working sessions; work closely with visual designers and development teams to ensure that customer goals are met and design specifications are delivered upon; design and develop primarily internet/web pages and applications; develop proof-of-concepts and prototypes of easy-to-navigate user interfaces (UIs) that consists of web pages with graphics, icons, and color schemes that are visually appealing; research user needs as well as potential system enhancements; code, test, debug documents, and implement web applications using a variety of platforms: plan, recruit, and facilitate the usability testing of a system; analyze and synthesize the results of usability testing in order to provide recommendations for change to a

system; and create such artifacts as Usability Testing Plan, Testing Scripts, and Usability Testing Report.

The Interaction Designer / User Researcher / Usability Tester will possess knowledge and experience in a mix of text, images, data, sound, animation and other effects to create interactive communication products as part of a product development team, use multimedia software, create design concepts, monitor design performance and ensure compliance with guidelines; and displaying imagination, creativity, computer technology expertise, teamwork, communication, and self-motivation.

Experience

This classification must have a minimum of five (5) years of experience in conducting user research, analysis & synthesis, persona development, interaction design, and usability testing.

And

Education

This classification requires the possession of a Bachelor's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Writer/ Content Designer/ Content Strategist

The Writer / Content Designer / Content Strategist develop the strategy and execution of content across digital channels.

The Writer / Content Designer / Content Strategist will improve content creation efforts by leading the research & development of interactive and experiential storytelling for projects; advise how to improve the ongoing iteration of content models; collaborate with designers and other content strategists to improve how the effectiveness of digital, print, and other content is measured; develop and maintain appropriate voice for produced content; advise how to streamline content production and management solutions and processes based on user research; assign, edit, and produce content for products, services, and various projects; plan and facilitate content strategy workshops and brainstorming sessions on developing content and content services (including API development); collaborate closely with developers and designers to create, test, and deploy effective content marketing experiences using various methods of software development; offer educated recommendations on how to deliver a consistent, sustainable and standards-driven execution of content strategy across products, services, and projects; and collaborate with content managers, writers, information architects, interaction designers, developers, and content creators of all types.

The Writer / Content Designer / Content Strategist will possess knowledge and experience in representing key members of creative teams and developing content strategies for various clients and projects; selecting an appropriate content management system; organizing website content; collaborating with the information architect in creating content, enforcing content guidelines and developing editorial calendars; displaying editorial skills and excellent writing abilities; leadership; information technology tools; project management skills; and time management.

Experience

This classification must have a minimum of four (4) years of experience in developing the strategy and execution of content across digital channels.

And

Education

This classification requires the possession of a Bachelor's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Visual Designer

A Visual Designer develops a deep understanding of the goals of customers and their business needs; will be well-versed in all aspects of current visual design standards and trends and will be responsible for managing project design reviews, resource planning, and execution for all project work related to visual design; and oversees all visual design efforts.

The Visual Designer will guide, mentor, and coach team members while leading projects to successful completion; develop and maintain relationships with key peers in Marketing, Branding, UX leaders, IT leaders, and others to identify and plan creative solutions; manage external service resources and budgets for visual design; ensure successful completion of all work executed by the team (on time, on budget, and ensuring quality); ensure compliance with the project management methodologies and the Project Management Office processes and standards; develop, maintain, and ensure compliance of application release management, outage management and change control processes and standards; Defines, creates, communicates, and manages resource plans and other required project documentation such as style guides and provides updates as necessary.

The Visual Designer will possess knowledge and experience in developing requirements with clients; designing products using design software; good interdisciplinary collaboration and communication skills; work with team members to solve problems through analysis of existing systems and processes; work on full lifecycle projects from requirements gathering through design, implementation and rollout; flexibility to be creative and have an impact on designs within the general boundaries of clients expectations; work on highly interactive custom web and mobile front-ends as well as full desktop applications; ability to visualize and create high level aesthetic product designs; industrial design tools, sketching tools, Photoshop, Illustrator, rendering software (Keyshot), and 3D modeling software and exceptional follow through and organizational skills.

Experience

This classification must have a minimum of four (4) years of experience in project and product design, visual design standards, and visual design software and trends.

And

Education

This classification requires the possession of a Bachelor's Degree in Graphic Design, Graphic Arts, or related field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Front End Web Developer

A Front End Web Developer uses modern, front end web development tools, techniques, and methods for the creation and deployment of user-facing interfaces and is comfortable working in an environment to routinely deploy changes.

The Front End Web Developer will perform front end web development using modern techniques and frameworks (e.g., HTML5, CSS3, CSS frameworks like LESS and SASS, Responsive Design, Bourbon, Twitter Bootstrap); perform JavaScript development using modern standards, including strict mode compliance, modularization techniques and tools, and frameworks and libraries (e.g., jQuery, MV* frameworks such as Backbone.js and Ember.js, D3); develop and consumes web-based RESTful APIs; work in team environments that use various methodologies (e.g., Scrum, Lean); use version control systems (e.g., Git and GitHub); ensure Section 508 Compliance; research and learn new programming tools and techniques; work with open source solutions and community; create web layouts from static images; and create views and templates in full-stack frameworks like Rails, Express, or Django.

Front End Web Developers will possess knowledge and experience in working on new and existing micro-sites, landing pages, and templates and provide guidance and troubleshooting support to clients; show skills such as presenting completed HTML and CSS mobile and desktop mockups to clients, fixing front end related bug issues on existing client website and HTML prototypes, and updating and creating print media and internal graphics for the marketing department; and expertise in several programming languages, such as HTML5, W3C, and CSS3.

Experience

This classification must have a minimum of four (4) years of experience in front end web development tools, techniques and methods for user-facing interfaces.

And

Education

This classification requires the possession of a Bachelor's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Back End Web Developer

A Back End Web Developer uses modern, open source software to prototype and deploy back end web applications, including all aspects of server-side processing, data storage, and integration with front end development.

The Back End Web Developer will perform web development using open-source web programming languages (e.g., Ruby, Python) and frameworks (e.g., Django, Rails); develop and consume web-based, RESTful APIs; work in team environments that use various methodologies (e.g., Scrum, Lean); author developer-friendly documentation (e.g., API documentation, deployment operations); test-driven development techniques; use version control systems (e.g., Git and GitHub); research and learn new programming tools and techniques; develop relational and non-relational database systems; develop scalable search technology (e.g. ElasticSearch, Solr) to handle large data sets and scaling their handling and storage; work with open source solutions and community; and communicate technical concepts to a non-technical audience.

Back End Web Developers will possess knowledge and experience in ability to translate technical work into user-friendly visuals; working on the back-end coding while staying plugged into emerging technologies and trends to ensure that the website is current and well maintained at all times; have a solid understanding of how web applications work including security, session management, and best development practices; programming skills HTML/CSS, security knowledge, and session management; and knowledge in one of the following programming languages: PHP, ASP.NET, JavaScript, or Ruby on Rails.

Experience

This classification must have a minimum of four (4) years of experience in back end web applications, open-source web programming languages and frameworks, emerging technologies and trends, and best development practices.

And

Education

This classification requires the possession of a Bachelor's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

DevOps Engineer

A DevOps Engineer serves as the engineer of complex technology implementations in a product-centric environment; is comfortable with bridging the gap between legacy development or operations teams and working toward a shared culture and vision; and works to arm developers with the best tools and ensuring system uptime and performance.

The DevOps Engineer will deploy and configure services using infrastructure as a service (IaaS) providers (e.g., Amazon Web Services, Microsoft Azure, Google Compute Engine, RackSpace/OpenStack); configure and manage Linux-based servers to serve a dynamic website; debug cluster-based computing architectures; use scripting or basic programming skills to solve problems; install and manage open source monitoring tools; use configuration management tools (e.g., Puppet, Chef, Ansible, Salt); Develop architecture for continuous integration and deployment, and continuous monitoring; and use containerization technologies (e.g., LXC, Docker, Rocket).

DevOps Engineers will possess knowledge and experience in deployment and network operations, or systems administration including scripting, coding and development that focuses on improving the planning, testing and deployment; skill in configuring Linux Slackware web servers; creating custom HTML, CSS, JavaScript, Java, and C code; developing applications for Android systems; and familiarity with coding and automation tools.

Experience

This classification must have a minimum of seven (7) years of experience in complex technology implementations in a product-centric environment.

And

Education

This classification requires the possession of a Bachelor's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Security Engineer

A Security Engineer serves as the security engineer of complex technology implementations in a product-centric environment; is comfortable with bridging the gap between legacy development or operations teams and working toward a shared culture and vision; works to ensure developers create the most secure systems while enhancing the privacy of all system users; and has experience with white-hat hacking and fundamental computer science concepts.
The Security Engineer will perform security audits, risk analysis, application-level vulnerability testing, and security code reviews; develop and implement technical solutions to help mitigate security vulnerabilities; and conduct research to identify new attack vectors.

Security Engineers will possess knowledge and experience in safeguarding sensitive data from cyber-attacks.

Experience

This classification must have a minimum of ten (10) years of experience with developing and implementing technical solutions to help mitigate security vulnerabilities.

And

Education

This classification requires the possession of a Bachelor's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Delivery Manager

A Delivery Manager establishes teams for successful delivery by removing obstacles (or blockers to progress), constantly helping the team to become more self-organizing, and enabling the work

the team does rather than impose how it's done; manages one or more projects, typically to deliver a specific product or transformation via a multi-disciplinary, high-skilled digital team; is adept at delivering complex digital projects, breaking down barriers to the team, and both planning at a higher level and getting into the detail to ensure deliverables happen when needed; and defines project needs and feeds these into the portfolio/program process to enable resources to be appropriately allocated.

The Delivery Manager will deliver projects and products using the appropriate project management methodology, learning & iterating frequently; work with the Product Manager to define the roadmap for any given product and translate this into user stories; lead the collaborative, dynamic planning process prioritizing the work that needs to be done against the capacity and capability of the team; matrix-manage a multi-disciplinary team; ensure all products are built to an appropriate level of quality for the stage (alpha/beta/production); and actively and openly share knowledge of best practices.

The Delivery Manager will possess knowledge and experience in Analyzing critical situations with the customer and utilizing data to troubleshoot production environments and solve issues.

Experience

This classification must have a minimum of eight (8) years of experience utilizing various project management methodologies, planning processes and matrix-managing a multi-disciplinary team.

And

Education

This classification requires the possession of a Bachelor's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Agile Coach

An Agile Coach transforms initiatives to deliver lasting change within agencies that focus on delivering value for citizens. Coaches may be required to work either: at the team level, working with teams to ensure that delivery teams within agencies are adopting agile methodology and performing effectively; at the portfolio or program level, to help agencies to establish the right processes for managing a portfolio of work in an agile way; at the organization level, to drive strategic change across the organization and ensure that adoption of agile techniques is embedded from the most senior levels of the organization; or across all levels to ensure that organizations adopt a pragmatic approach to the way in which they govern delivery and continuous improvement of digital services.

The Agile Coach will embed an agile culture using techniques from a wide range or agile and lean methodologies and frameworks, but be methodology agnostic; help to create an open and trust-based environment, which enables a focus on delivery and facilitates continuous improvement; assess the culture of a team or organization and delivery processes in place to identify improvements and facilitate these improvements with the right type of support; showcase relevant tools and techniques such as coaching, advising, workshops, and mentoring; engage with

stakeholders at all levels of the organization; develop clear lines of escalation, in agreement with senior managers; ensure any stakeholder can easily find out an accurate and current project or program status, without disruption to delivery; work effectively with other suppliers and agencies; apply best tools and techniques to: team roles, behaviors, structure and culture, agile ceremonies and practices, knowledge transfer and sharing, program management, cross-team coordination, and overall governance of digital service delivery; ensure key metrics and requirements that support the team and delivery are well defined and maintained; equip staff with the ability to coach others; and executive coaching on the fundamental considerations of digital service delivery design.

The Agile Coach will possess knowledge and experience in focusing primarily on training the teams to write good user stories; prioritization of the work based on business value and handling of the tasks by the team; and placing substantial efforts on team member role training, time-boxing and providing strong metrics for all players.

Experience

This classification must have a minimum of six (6) years of experience in creating and implementing an agile culture utilizing agile methodologies and frameworks.

And

Education

This classification requires the possession of a Bachelor's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Business Analyst

A Business Analyst is familiar with a range of digital/web services and solutions, ideally where open source and cloud technologies and various development methodologies have been applied; has an eye for detail, excellent communication skills, and ability to rationalize complex information to make it understandable for others to work; and ability to interrogate reported information and challenge sources where inconsistencies are found.

The Business Analyst will support agencies by analyzing propositions and assessing decision-making factors such as strategic alignment, cost/benefit, and risk; work closely with the Product Manager to define a product approach to meet the specified user need; define skill requirements and map internal, agency, and external (partners/specialist contractors) resources; work with the owning agency to ensure they have the budget to cover the proposed approach and resource requirements during delivery and analyze what provision they have for ongoing running costs; analyze and map the risks of this product approach and propose mitigation solutions; define how the predicted user and financial benefit can be realized, and how channel shift will be measured; and make a recommendation for action against the analysis done.

The Business Analyst will possess knowledge and experience in ensuring enhanced processes and services are technically, operationally, and legally supported by analyzing and compiling business requirements and solidifying successful implementation; strengthening risk mitigation

techniques and improved process efficiencies while meeting stringent regulatory requirements; developing, coordinating, and implementing methodology and scope for multiple complex projects; strong analytical and research techniques to identify gaps and inconsistencies within current measurement tools, allowing development of improved and cost-effective business models; and performing requirements analysis, documentation and quality assurance for each deliverable.

Experience

This classification must have a minimum of five (5) years of experience applying analytical processes on IT projects. At least three (3) years of that experience must have been in business systems analysis and design.

And

Education

This classification requires the possession of a Bachelor's Degree. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Digital Performance Analyst

A Digital Performance Analyst specifies, collects, and presents key performance data and analysis for a given digital service; supports Product Managers by generating new and useful information and translating it into actions that will allow them to iteratively improve their service for users; possesses analytical and problem-solving skills necessary for quickly developing recommendations based on the quantitative and qualitative evidence gathered via web analytics, financial data, and user feedback; is confident in explaining technical concepts to senior officials with limited technological background; and is comfortable working with data, from gathering and analysis through to design and presentation.

A Digital Performance Analyst will support the Product Manager to make sure their service meets performance requirements; communicate service performance against key indicators to internal and external stakeholders; ensure high-quality analysis of agency transaction data; support the procurement of the necessary digital platforms to support automated and real-time collection and presentation of data; share examples of best practice in digital performance management across government; and identify delivery obstacles to improving transactional performance in agencies and working with teams to overcome those obstacles.

A Digital Performance Analyst will possess knowledge and experience in analyzing investment activities; evaluating investment projects and objectives; and performing detailed analyses of portfolios, and creating reports that summarize factors like peer rankings, portfolio positioning, attributes performance, and quantified risks.

Experience

This classification must have a minimum of four (4) years of experience identifying, collecting and presenting performance data and analysis to ensure and improve service performance.

And

Education

This classification requires the possession of a Bachelor's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.

Informatics Data Analyst

An Informatics Data Analyst works independently to document external data acquisition policies and procedures as well as interface with other business units to define and document data needs and ad-hoc analysis requirements; identify business practice workflow and process issues and concerns; provide leadership and guidance to define system and process requirements that will optimize system performance and technology utilization by system users; and design information systems and technologies that ensure access and transparency.

The Informatics Data Analyst will develop, implement, organize, and maintain information and reports to document operational and financial performance; collaborate with the quality team, administrators, etc., to design the ad hoc and other relevant routine reports; monitor the quality programs and make efforts to improve them; compile data from multiple sources and import the data into the relevant database; select appropriate tools and methods to maintain the existing programs that ensures there is appropriate transfer of data and that all the reports are documented well to increase the efficiency; assist with analysis of external data definitions documentation and mapping process; perform a Quality Assurance function for the data integration processes and repository metrics; collaborate with other staff to document data needs and metric definitions; validate data load processes and the quality of the data loaded into data repositories; maintain, store, map and analyze data in compliance with policies and procedures; coordinate with LAN and IT Security teams in order to utilize PGP encryption software and File Transfer Protocols; and use software such as SAS, Access, and Excel to provide data mapping for integration using Business Objects, and SQL.

The Informatics Data Analyst will possess knowledge and experience in basic statistical concepts; identifying the trends, business opportunities, and relevant issues; commonly-used demographics and databases; definitions of fields and how data is entered and processed; data mining/intelligence; statistically-valid analysis and measurement methodologies; packaging data – infographics and other data display techniques, and report design options; data interpretation and validation; Ad Hoc analysis/performance evaluation principles; common demographic data bases; SQL coding and report services; data warehouse design; web-based application design; PC skills (e.g. Microsoft Office, Word, Excel, PowerPoint, SAS, Access and Excel); working independently as well as a leadership role in creating process documentation and interfacing with other team members to obtain this information; detailed-oriented; excellent interpersonal, oral and written communication skills; ability to handle multiple tasks; and problem solving and troubleshooting skills.

Experience

This classification must have a minimum of two (2) years of experience in processing, management, and retrieval of information.

And

Education

This classification requires the possession of a Bachelor's Degree in an IT-related or Engineering field. Additional qualifying experience may be substituted for the required education on a year-for-year basis.