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**ATTACHMENT A – SELF-FUNDED E-GOVERNMENT MASTER CONTRACT**

THIS CONTRACT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between \_\_\_\_\_ (Contractor) and the MARYLAND DEPARTMENT OF INFORMATION TECHNOLOGY (DoIT).

IN CONSIDERATION of the premises and the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Definitions**

In this Contract, the following words have the meanings indicated:

- 1.1. "Contract" means this Contract for Self-Funded eGovernment Master Contract (Master Contract).
- 1.2. "Contractor" means (NAME OF MASTER CONTRACTOR) whose principal business address is (ADDRESS OF MASTER CONTRACTOR) and whose principal office in Maryland (ADDRESS OF MASTER CONTRACTOR)
- 1.3. "State Contract Manager" (State CM) means the individual identified in Section 1.6 of the RFP or a successor designated by the Department.
- 1.4. "Department" means the Maryland Department of Information Technology.
- 1.5. "Financial Proposal" means the Contractor's Financial Proposal dated (DATE OF FINAL BAFO), 2011.
- 1.6. "Notice to Proceed (NTP)" means a formal written notification from the Procurement Officer that the Offeror awarded the Master Contract (the Master Contractor) should immediately, or as of a date contained in the notice, begin performance of the Master Contract.
- 1.7. "Procurement Officer" means the individual identified in Section 1.5 of the RFP or a successor designated by the Department.
- 1.8. "RFP" means the Request for Proposals for the Self-Funded eGovernment Master Contract, No. 060B1400050 dated August 12 , 2010 and any amendments thereto issued in writing by the State.

- 1.9. "State" means the State of Maryland.
- 1.10. "Work Order Agreement" (WO Agreement) means a signed agreement between DoIT and the Contractor through the Work Order process.
- 1.11. "Work Order Manager" (WO Manager) means The State's representative who is identified in a WO Agreement, and who will supervise the Master Contractor for services rendered under a WO Agreement.
- 1.12. "Work Order Proposal" (WO Proposal) means the technical and financial response by the Contractor to a WO Request.
- 1.13. "Work Order Request" (WO Request) means a solicitation document containing a description by the State of the individual services for which WO proposals will be solicited from the Contractor.
- 1.14. "Technical Proposal" means the Contractor's Technical Proposal in response to this RFP, dated August 12, 2010
- 1.15. All references in Sections 2.2, 4.2, 4.3, 4.4 and 6 through 33 herein to "this Contract" shall be deemed to pertain, as appropriate, to this Contract or any WO Agreement hereunder, or both.

## **2. Scope of Work**

- 2.1. The Contractor shall provide Self-Funded eGovernment Services to the State as described in the RFP and in subsequent WO Agreements.
- 2.2. These services shall be provided in accordance with the terms and conditions of this Contract and the following Exhibits, which are attached and incorporated herein by reference. If there are any inconsistencies between this Contract and Exhibits A through G, the terms of this Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision.

Exhibit A - The RFP.

Exhibit B- Work Order Agreement (when executed).

Exhibit C- Work Order Request (when released).

Exhibit D- Work Order Proposal (when submitted).

Exhibit E - The Technical Proposal to the RFP.

Exhibit F- The Financial Proposal to the RFP.

Exhibit G -State Contract Affidavit, executed by the Contractor and dated

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- 2.3. The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under Section 10, Disputes. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

### **3. Time for Performance**

The Contractor shall provide services, equipment and software in accordance with the Contract. The term of this Contract is for a period of five (5) base years with, at the State's sole discretion, three (3) one-year renewal options, beginning on mm/dd/yyyy, unless terminated earlier as provided in this Contract.—All prices for rates and terms as offered in Attachment F are binding on the Contractor for the term of the Contract.

### **4. Consideration and Payment**

- 4.1. In consideration of the satisfactory performance of the work set forth in this Contract and any WO Agreement, the State shall pay the Contractor in accordance with the rates established in (a) the Contractor's Financial Proposal for the Master Contract. For Contract work that is not part of a WO Agreement or (b) the Contractor's proposal for work that is part of a WO Agreement. The Contractor's rates may not exceed the rates in its Financial Proposal for the Master Contract. WO Agreements that are on a time and materials basis shall include a not-to-exceed ("NTE") ceiling for payments. Any work performed by the Contractor in excess of the NTE ceiling amount of any WO Agreement without the prior written approval of the Contract Manager is at the Contractor's risk of non-payment. Payments under WO Agreements issued on a fixed price basis shall be limited to the price specified in the WO Agreement, regardless of the actual cost to the Contractor.
- 4.2. Invoices must be provided in the format and on the schedule identified in Section 2.24 of the RFP. Each invoice must reflect the Contractor's federal tax identification number, which is \_\_\_\_\_. The Contractor's eMM identification number is \_\_\_\_\_. Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the

Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, are prohibited. A WO Agreement may specify periodic payments based on deliverables or stages of completion. A WO Agreement may specify that a portion of the payments due will be withheld until completion of the WO Agreement. The amount withheld from each payment under the Contract shall be paid to the Contractor within thirty (30) days of the State's acceptance of all deliverables required under the Contract and receipt from the Contractor of a release in a form prescribed by the State for any claims arising out of or related to the Contract. The final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

- 4.3. In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform under this Contract in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer pursuant to this Contract.
- 4.4. The State will use electronic funds transfer to pay the Contractor for this Contract and any purchase orders issued thereunder and any other State payments due Contractor unless the State's Comptroller's Office grants the Contractor an exemption.

## **5. Work Order Requests**

A WO Request may specify terms in addition to the terms specified herein. Such additional terms may include warranties, deliverables, and acceptance test requirements. A WO Request and subsequent WO Agreement may not limit the State's rights as provided by law, in this Contract, or in the RFP and may not change the terms of this Contract or the RFP.

## **6. Patents, Copyrights, Intellectual Property**

- 6.1. If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 6.2. The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works for hire for the State, the Contractor

shall state why it believes that it should not thereby relinquish, transfer, and assign to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract.

- 6.3. The Contractor shall hold and save harmless the State of Maryland, including but not limited to the Department and its agents, officers, and employees, from liability of any nature or kind arising out of a claim or suit for or on account of the use of any copyrighted or uncopyrighted composition, trademark, service mark, secure process, patented or unpatented invention, article or appliance furnished or used in the performance of any Contract resulting from this RFP. The Contractor agrees to assume the defense of any and all such suits and pay the costs and expenses incidental hereto, subject to the right of the State to provide additional legal counsel at the State's own expense. If a third party claims that a product infringes that party's patent or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs and attorney fees that a Court finally awards, provided the State (i) notifies the Contractor in writing of the claim within a reasonable time after the State's receipt of such claim, with the understanding that the State's failure to give reasonably timely notice shall not relieve Contractor of any obligation hereunder except and to the extent that such failure prejudices Contractors' ability to defend against such claim; and (ii) allows Contractor to control, and cooperates with Contractor in, the defense and any related settlement negotiations.
- 6.4. If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor shall, after consultation with the State and at the Contractor's own expense: (a) procure for the State the right to continue using the applicable item, (b) replace the produce with a non-fringing product that, in the State's view, substantially complies with the item's specifications, or (c) modify the item so that it becomes non-infringing and, in the State's view, performs in a substantially similar manner to the original item.
- 6.5. In connection with services provided under the Contract, the Contractor may create, acquire or otherwise have rights in, and may, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Contractor Technology"). To the extent that any Contractor Technology is contained in any of the Contract deliverables including any derivative works, the Contractor grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Contractor Technology in connection with the Contract deliverables for the State's purposes.
- 6.6. The Contractor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings,

records, documentation, data or derivative works thereof, or other work products provided by the State to the Contractor. The State may, in its sole discretion, elect to grant the Contractor a worldwide, perpetual, non-exclusive license, for which the State may require compensation, perhaps in the form of a royalty, for the Contractor's internal use of non-confidential Contract deliverables first originated and prepared by the Contractor for delivery to the State.

## **7. Rights to Records**

- 7.1. The Contractor agrees that all documents and materials, including but not limited to, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 7.2. The Contractor agrees that at all times during the term of this Contract and thereafter, the works created and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created under this Contract are not works for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 7.3. The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 7.4. The Contractor shall not affix any restrictive markings upon any data and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

## **8. Confidentiality**

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information

that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

## **9. Loss of Data**

In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the State CM or Work Order manager, as appropriate. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor.

## **10. Non-Hiring of Employees**

No official or employee of the State as defined under State Government Article section 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract shall, during the pendency and term of this Contract and while serving as an official or employee of the State become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

## **11. Disputes**

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

## **12. Maryland Law**

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland. The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any software license acquired hereunder. Any and all references to the Annotated Code of Maryland contained in this Contract shall be construed to refer to such Code sections as from time to time amended.

## **13. Non-discrimination in Employment**

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or disability of a qualified individual with a disability; (b) to include a provision similar to that contained in subsection (a), above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

#### **14. Contingent Fee Prohibition**

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the Contractor to solicit or secure this Contract, and that it has not paid or agreed to pay any person, partnership, corporation or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this Contract.

#### **15. Non-availability of Funding**

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period during this Contract or any successor WO Agreements, succeeding the first fiscal period, the Contract or WO Agreement shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract or WO Agreement hereunder will be to discharge both the Contractor and the State from future performance of the Contract or WO Agreement, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract or WO Agreement. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of the Contract or WO Agreement for each succeeding fiscal period beyond the first.

#### **16. Termination for Cause**

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than

the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

#### **17. Termination for Convenience**

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A) (2).

#### **18. Delays and Extensions of Time**

The Contractor agrees to perform the work under this Contract continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

#### **19. Suspension of Work**

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer or State CM may determine to be appropriate for the convenience of the State.

#### **20. Pre-Existing Regulations**

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

## **21. Financial Disclosure**

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreement with the State or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

## **22. Political Contribution Disclosure**

The Contractor shall comply with the Election Law Article, Sections 14-101 through 14-108, of the Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

## **23. Retention of Records**

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including by way of example only, the Procurement Officer or the Procurement Officer's designee, and the State CM or the State CM's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. The Contractor shall, upon request by the State, surrender all and every copy of documents needed by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. The Contractor agrees to cooperate fully in any audit conducted by or on behalf of the State, including, by way of example only, making records and employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance. This section shall survive expiration of this Contract.

## **24. Compliance with Laws**

The Contractor hereby represents and warrants that:

- 24.1. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 24.2. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 24.3. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 24.4. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

## **25. Cost and Price Certification**

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of the financial proposal. The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of the financial proposal, was inaccurate, incomplete, or not current.

## **26. Subcontracting; Assignment**

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, any such approvals to be in the State's sole and absolute subjective discretion; provided however, a Contractor may assign monies receivable under the Contract after due notice to the State. Any such subcontract or assignment shall include the terms of sections 9, and 11 through 24 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to the subcontractors.

## **27. Indemnification**

- 27.1. The Contractor shall hold harmless and indemnify the State against liability for any costs, expenses, loss, suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 27.2. The State has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought

by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

27.3. The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

27.4. The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract. In the event that a claim, suit or action is made or filed against the State as a result of or relating to the Contractor's performance under this Contract, the Contractor agrees to assume the defense of any and all such suits and pay the costs and expenses incidental hereto, subject to the right of the State to provide additional legal counsel at the State's own expense. This section shall survive expiration of this Contract.

## **28. Limitation of Liability**

For breach of this Contract, negligence, misrepresentation or any other contract or tort claim, Contractor shall be liable as follows:

- A. For infringement of patents, trademarks, trade secrets and copyrights as provided in Section 6 ("Patents, Copyrights, Intellectual Property") of this Contract;
- B. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property;
- C. For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract, regardless of the form, Contractor's liability per claim shall not exceed five (5) times the total amount of the Contract or WO Agreement out of which the claim arises; provided however, the State may, in its sole discretion, decrease the ceiling established hereunder in any Contract or WO Agreement issued pursuant to this RFP. Third party claims arising under Section 26 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's liability for third party claims arising under Section 26 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 26.

## **29. Administrative**

29.1. Procurement Officer. The work to be accomplished under this Contract shall be performed under the direction of the Procurement Officer and the State CM. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

29.2. Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State: State of Maryland  
Department of Information Technology  
Procurement Officer  
45 Calvert Street  
Annapolis, MD 21401-1907

If to the Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**30. Risk of Loss; Transfer of Title.**

Risk of loss for conforming supplies, equipment and materials specified as deliverables to the State hereunder shall remain with the Contractor until the supplies, equipment, materials and other deliverables are received by the State. Title of all such deliverables passes to the State upon receipt by the State, subject to the State’s acceptance and payment for the same in accordance with the terms of this Contract.

**31. Non-visual Accessibility Warranty**

The Contractor warrants that the information technology offered under the proposal (1) provides equivalent access for effective use by both visual and non-visual means; (2) will present information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; (3) if intended for use in a network, can be integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired; and (4) is available, whenever possible, without modification for compatibility with software and hardware for non-visual access. The Contractor further warrants that the cost, if any, of modifying the information technology for compatibility with software and hardware used for non-visual access does not increase the cost of the information technology by more than five percent. For purposes of this Contract, the phrase “equivalent access” means the ability to receive, use and manipulate information and operate controls necessary to access and use information technology by non-visual means. Examples of equivalent access include keyboard controls used for input and synthesized speech, Braille, or other audible or tactile means used for output.

**32. Commercial Nondiscrimination**

A. As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State’s Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of

such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

B. The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the State, in all subcontracts.

C. As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that is requested by the State.

### **33. Prompt Pay Requirements**

- 33.1. If a contractor withholds payment of an undisputed amount to its subcontractor, the Agency, at its option and in its sole discretion, may take one or more of the following actions:
  - 33.1.1. Not process further payments to the contractor until payment to the subcontractor is verified
  - 33.1.2. Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
  - 33.1.3. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
  - 33.1.4. Place a payment for an undisputed amount in an interest-bearing escrow account; or
  - 33.1.5. Take other or further actions as appropriate to resolve the withheld payment.

- 33.2. An “undisputed amount” means an amount owed by a contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include (a) retainage which had been withheld and is, by the terms of the agreement between the contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 33.3. An act, failure to act, or decision of a procurement officer or a representative of the State, concerning a withheld payment between a contractor and subcontractor under this policy directive, may not:
- 33.3.1. Affect the rights of the contracting parties under any other provision of law;
  - 33.3.2. Be used as evidence on the merits of a dispute between the State and the contractor in any other proceeding; or
  - 33.3.3. Result in liability against or prejudice the rights of the State.
- 33.4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.
- 33.5. To ensure compliance with certified MBE subcontract participation goals, the State may, consistent with COMAR 21.11.03.13, take the following measures:
- 33.5.1. Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
  - 33.5.2. This verification may include, as appropriate:
    - 33.5.2.1. Inspecting any relevant records of the contractor;
    - 33.5.2.2. Inspecting the jobsite; and
    - 33.5.2.3. Interviewing subcontractors and workers.
    - 33.5.2.4. Verification shall include a review of:
      - 33.5.2.4.1. The contractor’s monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
      - 33.5.2.4.2. The monthly report of each certified MBE subcontractor, which lists payments received from the contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
  - 33.5.3. If the State determines that a contractor is in noncompliance with certified MBE participation goals, then the State will notify the contractor in writing of its findings, and will require the contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

33.5.4. If the State determines that a contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the State requires, then the State may:

33.5.4.1. Terminate the contract;

33.5.4.2. Refer the matter to the Office of the Attorney General for appropriate action; or Initiate any other specific remedy identified by the contract, including the contractual remedies required by this directive regarding the payment of undisputed amounts.

33.5.5. Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

MARYLAND DEPARTMENT OF  
INFORMATION TECHNOLOGY

\_\_\_\_\_(SEAL)

\_\_\_\_\_

By:

By: Secretary

\_\_\_\_\_

\_\_\_\_\_

Date

Date

\_\_\_\_\_

\_\_\_\_\_

Witness /Attest

Witness

Approved for form and legal  
sufficiency this \_\_\_\_\_ day  
(Date)  
of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Assistant Attorney General

APPROVED BY BPW: \_\_\_\_\_  
(Date) (BPW Item #)

**ATTACHMENT B – BID/PROPOSAL AFFIDAVIT**

**Bid/Proposal Affidavit**  
(Authorized Representative and Affiant)

A) AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (TITLE) and the duly authorized representative of (OFFEROR BUSINESS NAME) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B) CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C) AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing Contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

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**D) AFFIRMATION REGARDING OTHER CONVICTIONS**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- 1) Been convicted under state or federal statute of:
  - a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
  - b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- 2) Been convicted of any criminal violation of a state or federal antitrust statute;
- 3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- 4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- 5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- 6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;
- 7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

- 8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- 9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

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**E) AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

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**F) AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

- 1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- 2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

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G) SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H) AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- 1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- 2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I) FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

J) POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

#### K) DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

#### I CERTIFY THAT:

- 1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- 2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - c) Prohibit its employees from working under the influence of drugs or alcohol;
  - d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business' policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

- g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J (2) (b), above;
  - h) Notify its employees in the statement required by §J (2) (b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
  - i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - j) Within 30 days after receiving notice under §J (2) (h) (ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
    - (i) Take appropriate personnel action against an employee, up to and including termination; or
    - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
  - k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J (2) (a)—(j), above.
- 3) If the business is an individual, the individual shall certify and agree as set forth in §J (4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- 4) I acknowledge and agree that:
- a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
  - b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
  - c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

L) CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- 1) The business named above is a (domestic \_\_\_) (foreign \_\_) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is (IF NOT APPLICABLE, SO STATE):

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

M) CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N) Repealed.

O) ACKNOWLEDGEMENT

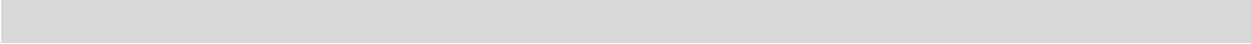
I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative and Affiant)

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**ATTACHMENT C - COMAR 21.07.01.25 CONTRACT AFFIDAVIT**

A) AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (TITLE) and the duly authorized representative of (BUSINESS) and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B) CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

- 1) The business named above is a (domestic\_\_\_\_) (foreign\_\_\_\_) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is: Name: \_\_\_\_\_  
Address:\_\_\_\_\_.
- 2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

C) CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 20\_\_\_\_, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date:\_\_\_\_\_ By:\_\_\_\_\_ (Authorized Representative and Affiant)

**ATTACHMENT D – MINORITY BUSINESS ENTERPRISE PARTICIPATION**

MBE Instructions/Forms  
**State of Maryland**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
**MINORITY BUSINESS ENTERPRISE PARTICIPATION**

**PURPOSE**

Contractor shall structure its procedures for the performance of the work required in this contract to strive to achieve the Minority Business Enterprise (MBE) goal stated in the Request for Proposals for Self-Funded eGovernment Services RFP, No. 060B1400050 (RFP). MBE performance must be in accordance with this Attachment, as authorized by Code of Maryland Regulations (COMAR) 21.11.03. Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

**DEFINITIONS**

As used in this Attachment, the following words have the meanings indicated.

- ◆ “Certification” means a determination made by the Maryland Department of Transportation that a legal entity is a minority business enterprise.
- ◆ “MBE Liaison” is the employee designated to administer this Department’s MBE program.
- ◆ “Minority Business Enterprise” or “MBE” means any legal entity, other than a joint venture, organized to engage in commercial transactions, that is:
  - (1) at least 51 percent owned and controlled by one or more individuals who are socially and economically disadvantaged; and
  - (2) managed by, and the daily business operations of which are controlled by, one or more of the socially and economically disadvantaged individuals who own it.

*Note:* A minority business enterprise also includes a not-for-profit entity organized to promote the interests of physically or mentally disabled individuals.

An MBE **must** be certified by the Maryland Department of Transportation (MDOT) in order to have its contract participation counted under the Department’s MBE program.

**MBE GOALS AND SUB-GOALS**

The Contractor shall achieve the MBE subcontracting goal and any sub-goals established for each individual non-self-funded Work Order Agreement (WO Agreement), by subcontracting to one or more MDOT-certified MBEs a sufficient portion of the non-self-funded WO Agreement scope of work that results in total MBE payments that meet or exceed the non-self-funded WO Agreement goal percentage.

If awarded the Master Contract:

- ◆ A prime contractor — including an MBE or a certified Small Business Reserve (SBR) prime contractor — must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors, unless it has requested and been granted a waiver.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors, unless it has requested and been granted a waiver.

### SOLICITATION AND CONTRACT FORMATION

#### *MASTER CONTRACT AWARDS*

- ◆ An Offeror must sign and submit Attachment D-1-Master (Self-Funded eGovernment Services Master Contractor Acknowledgement of Task Order MBE Requirements) with its Self-Funded eGovernment Services Technical Proposal submission. By signing Attachment D-1-Master, the Offeror affirms that if it is awarded the Master Contract, it will comply with all MBE requirements associated with any non-self-funded WO Agreement, including submission of waiver documentation where applicable. **Offeror’s failure to submit Attachment D-1-Master with its technical proposal will result in the Offeror’s proposal being deemed not susceptible for award, and the Offeror being eliminated from consideration for the Master Contract award.**
- ◆ Offerors receiving notification from the State that they are the apparent Master Contract awardee will not be required to submit additional MBE documentation prior to final Master Contract execution. However, all non-self-funded WO Requests issued with an MBE participation goal will contain certain documents that the Master Contractor must submit at the time of its WO Proposal submission as well as documents that the Master Contractor must submit within 10 working days of notification of WO Agreement award. MBE affidavits, schedules, statements, and reports that will be used at the Work Order level are included herein as Attachment D-1 (Certified MBE Utilization and Fair Solicitation Affidavit), D-2 (MBE Participation Schedule), D-3 (Outreach Efforts Compliance Statement) and D-4 (Subcontractor Project Participation Statement). Attachments D-5 and D-6 are sample MBE reporting forms (See “Contract Administration Requirements” below).

#### *WORK ORDER AGREEMENTS*

Attachments D-1 and D-2 must be completed, signed and submitted by the Master Contractor together with the WO Proposal. If the Contractor believes that a waiver of some or all of the MBE goal and/or sub-goals is necessary, the waiver request must be clearly indicated on Attachment D-1. **If Contractor does not submit Attachments D-1 and D-2 with its WO Proposal, the Contractor's WO Proposal will be eliminated from consideration for award.**

Attachments D-3, D-4 and waiver documentation, if applicable, shall be submitted by the Master Contractor within 10 working days of notification of WO Agreement award. If the Master Contractor fails to return the requested documentation within the required time, the WO Agreement offer may be withdrawn.

## CONTRACT ADMINISTRATION REQUIREMENTS

For each WO Agreement, the Contractor shall:

1. Submit monthly to the Department/Agency a report listing all unpaid invoices over 30 days old received from a certified MBE subcontractor working under the WO Agreement, the amount of each invoice and the reason payment has not been made. For informational purposes only, a sample prime contractor unpaid invoice report is attached (see Attachment D-5).
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. For informational purposes only, a sample MBE Subcontractor Paid/Unpaid Invoice report is attached (see Attachment D-6).

**NOTE:** Each Department/Agency will designate, via the WO Request, the specific format in which the prime contractor and subcontractor must submit monthly MBE reports, and to whom such reports shall be forwarded. **Under the Self-Funded eGovernment Services Master Contract, all WO Agreement MBE payment reports shall be sent to the agency for which the WO Agreement scope of work is being completed. Payment reports should not be sent to DoIT unless the WO Agreement was issued by DoIT.**

3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed.
4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.
5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

<b>MINORITY BUSINESS ENTERPRISE PARTICIPATION FORMS</b>
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**Must be submitted with Master Contract Proposal in response to this RFP:**

- ◆ ATTACHMENT D-1: SELF-FUNDED EGOVERNMENT SERVICES MASTER CONTRACTOR ACKNOWLEDGEMENT OF MASTER CONTRACT MBE REQUIREMENTS

**Must be submitted with each WO Proposal designated as having an MBE goal:**

- ◆ ATTACHMENT D-1: SELF-FUNDED EGOVERNMENT SERVICES MASTER CONTRACTOR ACKNOWLEDGEMENT OF NON-SELF-FUNDED WORK ORDER AGREEMENT MBE REQUIREMENTS CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT
- ◆ ATTACHMENT D-2: MBE PARTICIPATION SCHEDULE

**Must be submitted within 10 working days of notification of non-self-funded WO Agreement apparent award:**

- ◆ ATTACHMENT D-3: OUTREACH EFFORTS COMPLIANCE STATEMENT
- ◆ ATTACHMENT D-4: SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

**Must be submitted on a monthly basis after award of a WO Agreement with an MBE goal:**

- ◆ ATTACHMENT D-5: PRIME CONTRACTOR UNPAID MBE INVOICE REPORT (SAMPLE)
- ◆ ATTACHMENT D-6: SUBCONTRACTOR PAID/UNPAID MBE INVOICE REPORT (SAMPLE)

**ATTACHMENT D-1: MASTER CONTRACT MBE AGREEMENT**

**SELF-FUNDED EGOVERNMENT SERVICES MASTER CONTRACTOR ACKNOWLEDGEMENT OF  
MASTER CONTRACT MBE REQUIREMENTS**

**This document shall be included with the submittal of the Offeror’s response to the RFP. If the bidder or Offeror fails to complete and submit this form with its response to the RFP, the Procurement Officer shall determine that the Offeror’s response to the RFP is not reasonably susceptible of being selected for award.**

In conjunction with the offer submitted in response to Solicitation No. 060B1400050, I affirm the following:

1. I understand that if I am awarded the Master Contract under the solicitation noted above, I will have the opportunity to be awarded Work Order Agreements that may contain MBE participation requirements.
2. If I am awarded the Master Contract under the solicitation noted above, and I respond to a Work Order Agreement that contains MBE requirements by submitting a Work Order Proposal, I understand that if I fail to comply with any of the MBE requirements outlined in the Work Order Request, my Work Order Proposal will be eliminated from further consideration.
3. If I am awarded the Master Contract, I commit to making a good faith effort to achieve the MBE goal established for any Work Order Request.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

The following Attachments D-1 through D-6 are sample forms and do not need to be completed or submitted with Offeror's response to this RFP.

The forms are required to be completed and submitted after Master Contract award with Master Contractor's Work Order Proposal pursuant to any applicable Work Order Request issued under this RFP.

## **ATTACHMENT D-1: NON-SELF FUNDED WORK ORDER MBE AGREEMENT**

### SELF-FUNDED EGOVERNMENT SERVICES MASTER CONTRACTOR ACKNOWLEDGEMENT OF NON-SELF FUNDED WORK ORDER AGREEMENT MBE REQUIREMENTS

#### **CERTIFIED MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT**

**Non-self-funded WO Requests may be issued with an MBE goal. This document shall be included with the Master Contractor's WO Proposals in response to such a WO Request. If the Master Contractor fails to complete and submit this form with the WO Proposal in which an MBE goal has been established, the Procurement Officer shall determine that the Master Contractor's WO Proposal is not reasonably susceptible of being selected for award.**

In conjunction with the bid or offer submitted in response to WO Request No. \_\_\_\_\_, I affirm the following:

1.  I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of \_\_\_\_ percent and, if specified in the WO Request, sub-goals of \_\_\_\_ percent for MBEs classified as African American-owned and \_\_\_\_ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

- After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of \_\_\_\_\_% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent TO awardee, I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 working days of receiving notification that our firm is the apparent low bidder or the apparent awardee.
2. I have identified the specific commitment of each proposed certified Minority Business Enterprise(s) by completing and submitting an MBE Participation Schedule (Attachment D-2) with the bid or proposal.
3. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.

4. I understand that if I am notified that I am to be awarded a WO Agreement, I must submit the following documentation within 10 working days of receiving notice of the potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier.
- (a) Outreach Efforts Compliance Statement (Attachment D-3)
  - (b) Subcontractor Project Participation Statement (Attachment D-4)
  - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
  - (d) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If I am informed that I am to receive a WO Agreement, I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for WO Agreement award. If the WO Agreement has already been awarded, the award is voidable.

5. In the solicitation of subcontract quotations or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

\_\_\_\_\_  
Bidder/Offeror Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

**SUBMIT THIS AFFIDAVIT WITH THE WORK ORDER PROPOSAL**

**ATTACHMENT D-2: MBE PARTICIPATION SCHEDULE**

**MBE PARTICIPATION SCHEDULE**  
*(for submission with WO Proposals designated as having an MBE goal)*

This document shall be included with the submittal of the Master Contractor’s WO Proposal. If the Master Contractor fails to complete and submit this form with its WO Proposal, the Procurement Officer shall determine that the WO Proposal is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Task Order Description
Task Order Number	
List Information For Each Certified MBE Subcontractor On This Project	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	



Work To Be Performed/SIC	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Work To Be Performed/SIC	
Percentage of Total Contract	

**ATTACHMENT D-3: SAMPLE MBE OUTREACH EFFORTS COMPLIANCE STATEMENT**

**Outreach Efforts Compliance Statement**

In conjunction with the bid or offer submitted in response to WO No. \_\_\_\_\_, I state the following:

1. Bidder/ Offeror identified opportunities to subcontract in these specific work categories:
  
2. Attached to this form are copies of written solicitations (with bidding instructions) used to solicit certified MBEs for these subcontract opportunities.
  
3. Bidder/Offeror made the following attempts to contact personally the solicited MBEs:
  
4.  Bidder/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.  
(DESCRIBE EFFORTS)
  
- This project does not involve bonding requirements.
  
5.  Bidder/Offeror did/did not attend the pre-bid/proposal conference  
 No pre-bid/proposal conference was held.

\_\_\_\_\_  
Bidder/Offeror Name

By: \_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

06 **SUBMIT WITH 10 DAYS AFTER NOTIFICATION OF APPARENT WO AGREEMENT AWARD**

**ATTACHMENT D-4: SAMPLE SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT**

**Sample Subcontractor Project Participation Statement**

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE

Provided that (PRIME CONTRACTOR NAME) is awarded the WO Agreement in conjunction with WO Agreement No. (WO AGREEMENT NUMBER), it and (MBE SUBCONTRACTOR NAME) **MDOT Certification No. (MDOT MBE CERTIFICATION NUMBER) intend to enter into a contract by which the subcontractor shall:**  
(Describe work to be performed by MBE):

---

---

---

- No bonds are required of Subcontractor
- The following amount and type of bonds are required of Subcontractor:

By:

By:

\_\_\_\_\_  
Prime Contractor Signature

\_\_\_\_\_  
Subcontractor Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SUBMIT WITH 10 DAYS AFTER NOTIFICATION OF APPARENT WO AGREEMENT AWARD**

**ATTACHMENT D-5: SAMPLE MBE PARTICIPATION PRIME CONTRACTOR UNPAID MBE INVOICE REPORT**

Sample MBE Participation Prime Contractor Unpaid MBE Invoice Report

Report #: _____	Task Order #: _____
Reporting Period (Month/Year): _____	Contracting Unit: _____
<b>Report is due by the 15<sup>th</sup> of the following month.</b>	Contract Amount: _____
	MBE Subcontract Amt: _____
	Project Begin Date: _____
	Project End Date: _____
	Services Provided: _____

Prime Contractor:		Contact Person:	
Address:			
City:		State:	ZIP:
Phone:	FAX:		
Subcontractor Name:		Contact Person:	
Phone:	FAX:		
Subcontractor Services Provided:			
<b>List all unpaid invoices over 30 days old received from the MBE subcontractor named above:</b>			
1.			
2.			
3.			
Total Dollars Unpaid: \$ _____			

\*\*If more than one MBE subcontractor is used for this contract, please use separate forms.

**Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):**

Contact person: \_\_\_\_\_

Dept: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT D-6: SAMPLE MBE PARTICIPATION SUBCONTRACTOR  
PAID/UNPAID MBE INVOICE REPORT**

**Minority Business Enterprise Participation  
Subcontractor Paid/Unpaid MBE Invoice Report**

<p>Report#: _____</p> <p>Reporting Period (Month/Year): _____</p> <p><b>Report is due by the 15<sup>th</sup> of the following month.</b></p>	<p>Task Order #: _____</p> <p>Contracting Unit: _____</p> <p>Contract/PO Amount: _____</p> <p>MBE Subcontract Amount: _____</p> <p>Project Begin Date: _____</p> <p>Project End Date: _____</p> <p>Services Provided: _____</p>
--	---

MBE Subcontractor Name:		
MDOT Certification #:		
Contact Person:		
Address:		
City:	State:	ZIP:
Phone:	FAX:	
Subcontractor Services Provided:		
<p><b>List all payments received from Prime Contractor during reporting period indicated above.</b></p> <p>1.</p> <p>2.</p> <p>3.</p> <p><b>Total Dollars Paid: \$</b> _____</p>	<p><b>List dates and amounts of any unpaid invoices over 30 days old.</b></p> <p>1.</p> <p>2.</p> <p>3.</p> <p><b>Total Dollars Unpaid: \$</b> _____</p>	

Prime Contractor: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**Return one copy (hard or electronic) of this form to the following address (electronic copy is preferred):**

Contact Person: \_\_\_\_\_

Dept.: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT E – PRE-PROPOSAL CONFERENCE RESPONSE FORM**

**Procurement No. 060B1400050**  
**Procurement Title: Self-Funded eGovernment Services Master Contract**

A Pre-proposal Conference will be held on Thursday, September 16<sup>th</sup> at 3:00 p.m. local time at:

201 W. Preston Street  
O'Conor Building, L-1 Conference Room  
Baltimore, MD 21201

**Directions and Parking:**

Garage parking is available by request only by contacting [monica.biddle@dgs.state.md.us](mailto:monica.biddle@dgs.state.md.us). Requests must be received no later than noon on September 15, 2010.

If arriving by Light Rail, exit at the Cultural Center stop. Walk one block toward the State Center Complex. The O'Conor Building is the tan building.

If arriving by the Metro, exit at State Center stop. 201 W. Preston St., is across the street from the Metro. The O'Conor Building is the tan building.

Driving directions can be obtained on-line at [www.mapquest.com](http://www.mapquest.com)

**Please e-mail this form to the Procurement Officer:** Donna DiCerbo, [Donna.DiCerbo@doit.state.md.us](mailto:Donna.DiCerbo@doit.state.md.us)

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, please e-mail the Pre-Proposal Conference Response to [Donna.DiCerbo@doit.state.md.us](mailto:Donna.DiCerbo@doit.state.md.us) no later than 12:00 p.m. on Tuesday, September 7, 2010. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, please call no later than Wednesday, August 25, 2010. DoIT will make reasonable efforts to provide such special accommodation.

Please indicate: \_\_\_\_\_ Yes, the following representatives will be in attendance:

- 1.
- 2.

\_\_\_\_\_  
Company/Firm/Vendor Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Contact Name

## **ATTACHMENT F – FINANCIAL PROPOSAL FORM and INSTRUCTIONS**

In order to assist Offerors in the preparation of their price proposal and to comply with the requirements of this solicitation, Price Instructions and Price Forms have been prepared. Offerors shall submit their price proposal on the forms in accordance with the instructions on the forms and as specified herein. Do not alter the forms or the price proposal shall be rejected. The Price Form is to be signed and dated, where requested, by an individual who is authorized to bind the Offeror to all proposed prices.

Offerors are required to record the fully-loaded prices.

- On the Labor Rates Schedule, record the hourly labor rate for all 5 years plus 3 option years for all labor categories that are being proposed.
- All Offeror Prices must be clearly typed with dollars and cents, e.g., \$24.15.
- All Unit Prices must be the maximum price the State shall pay for the proposed item per this RFP and may not be contingent on any other factor or condition in any manner.
- Except as instructed on the forms, nothing shall be entered on the forms that alters or proposes conditions or contingencies on the prices.
- It is imperative that the prices included on the Price Proposal Forms have been entered correctly. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.03E and 21.05.02.12.

## FINANCIAL PROPOSAL FORMS

### eGovernment Application and Merchant Services

Offeror must present all MAXIMUM costs and fees in U.S. Dollars. The following table must be used to provide per transaction costs and convenience fees for a combination of eGovernment and merchant services that are web-based including Interactive Voice Response (IVR):

**Years 1 through 5 – each rate will be the maximum allowed per transaction for the first 5 years of the contract.**

Monthly Transaction Volume	Transaction Cost	Convenience Fee
0 - 1999		
2000 - 3999		
4000 - 5999		
6000 - 7999		
8000+		

**Option Year 1 – each rate will be the maximum allowed in year 6 of the contract.**

Monthly Transaction Volume	Transaction Cost	Convenience Fee
0 - 1999		
2000 - 3999		
4000 - 5999		
6000 - 7999		
8000+		

**Option Year 2 - each rate will be the maximum allowed in year 7 of the contract.**

Monthly Transaction Volume	Transaction Cost	Convenience Fee
0 - 1999		
2000 - 3999		
4000 - 5999		
6000 - 7999		
8000+		

**Option Year 3 - each rate will be the maximum allowed in year 8 of the contract.**

Monthly Transaction Volume	Transaction Cost	Convenience Fee
0 - 1999		
2000 - 3999		
4000 - 5999		
6000 - 7999		
8000+		

The following table must be used to provide per transaction costs and convenience fees for a combination of eGovernment applications and merchant services that are web-based only:

**Year 1 through 5 - each rate will be the maximum allowed per transaction for the first 5 years of the contract.**

Monthly Transaction Volume	Transaction Cost	Convenience Fee
0 - 1999		
2000 - 3999		
4000 - 5999		
6000 - 7999		
8000+		

**Option Year 1 - each rate will be the maximum allowed in year 6 of the contract.**

Monthly Transaction Volume	Transaction Cost	Convenience Fee
0 - 1999		
2000 - 3999		
4000 - 5999		
6000 - 7999		
8000+		

**Option Year 2 - each rate will be the maximum allowed in year 7 of the contract.**

Monthly Transaction Volume	Transaction Cost	Convenience Fee
0 - 1999		
2000 - 3999		
4000 - 5999		
6000 - 7999		
8000+		

**Option Year 3 - each rate will be the maximum allowed in year 8 of the contract.**

Monthly Transaction Volume	Transaction Cost	Convenience Fee
0 - 1999		
2000 - 3999		
4000 - 5999		
6000 - 7999		
8000+		

**eGovernment Application Services Only**

The following table must be used to provide per transaction costs and convenience fees for eGovernment applications without merchant services that are web-based including Interactive Voice Response (IVR):

**Year 1 through 5 - each rate will be the maximum allowed per transaction for the first 5 years of the contract.**

Monthly Transaction Volume	Transaction Cost	Convenience Fee
0 - 1999		
2000 - 3999		
4000 - 5999		
6000 - 7999		
8000+		

**Option Year 1 - each rate will be the maximum allowed in year 6 of the contract.**

Monthly Transaction Volume	Transaction Cost	Convenience Fee
0 - 1999		
2000 - 3999		
4000 - 5999		
6000 - 7999		
8000+		

**Option Year 2 - each rate will be the maximum allowed in year 7 of the contract.**

Monthly Transaction Volume	Transaction Cost	Convenience Fee
0 - 1999		
2000 - 3999		
4000 - 5999		
6000 - 7999		
8000+		

**Option Year 3 - each rate will be the maximum allowed in year 8 of the contract.**

Monthly Transaction Volume	Transaction Cost	Convenience Fee
0 - 1999		
2000 - 3999		
4000 - 5999		
6000 - 7999		
8000+		

The following table must be used to provide per transaction costs and convenience fees for eGovernment applications without merchant services that are web-based only:

**Year 1 through 5 - each rate will be the maximum allowed per transaction for the first 5 years of the contract.**

Monthly Transaction Volume	Transaction Cost	Convenience Fee
0 - 1999		
2000 - 3999		
4000 - 5999		
6000 - 7999		
8000+		

**Option Year 1 - each rate will be the maximum allowed in year 6 of the contract.**

Monthly Transaction Volume	Transaction Cost	Convenience Fee
0 - 1999		
2000 - 3999		
4000 - 5999		
6000 - 7999		
8000+		

**Option Year 2 - each rate will be the maximum allowed in year 7 of the contract.**

Monthly Transaction Volume	Transaction Cost	Convenience Fee
0 - 1999		
2000 - 3999		
4000 - 5999		
6000 - 7999		
8000+		

**Option Year 3 - each rate will be the maximum allowed in year 8 of the contract.**

Monthly Transaction Volume	Transaction Cost	Convenience Fee
0 - 1999		
2000 - 3999		
4000 - 5999		
6000 - 7999		
8000+		

**eGovernment Merchant Services Only**

The following table must be used to provide per transaction costs and convenience fees based on a percentage of the transaction amount for applications that are web-based including Interactive Voice Response (IVR):

**Year 1 through 5 - each rate will be the maximum allowed per transaction for the first 5 years of the contract.**

Monthly Transaction Amounts	Transaction % Cost	Convenience % Fee
\$0 - \$999,999		
\$1,000,000 - \$2,999,999		
\$3,000,000 - \$4,999,999		
\$5,000,000 - \$6,999,999		
\$7,000,000 - \$9,999,999		
\$10,000,000 +		

**Option Year 1 - each rate will be the maximum allowed in year 6 of the contract.**

Monthly Transaction Amounts	Transaction % Cost	Convenience % Fee
\$0 - \$999,999		
\$1,000,000 - \$2,999,999		
\$3,000,000 - \$4,999,999		
\$5,000,000 - \$6,999,999		
\$7,000,000 - \$9,999,999		
\$10,000,000 +		

**Option Year 2 - each rate will be the maximum allowed in year 7 of the contract.**

Monthly Transaction Amounts	Transaction % Cost	Convenience % Fee
\$0 - \$999,999		
\$1,000,000 - \$2,999,999		
\$3,000,000 - \$4,999,999		
\$5,000,000 - \$6,999,999		
\$7,000,000 - \$9,999,999		
\$10,000,000 +		

**Option Year 3 - each rate will be the maximum allowed in year 8 of the contract.**

Monthly Transaction Amounts	Transaction % Cost	Convenience % Fee
\$0 - \$999,999		
\$1,000,000 - \$2,999,999		
\$3,000,000 - \$4,999,999		
\$5,000,000 - \$6,999,999		
\$7,000,000 - \$9,999,999		
\$10,000,000 +		

The following table must be used to provide per transaction costs and convenience fees based on a percentage of the transaction amount for applications that are web-based only:

**Year 1 through 5 - each rate will be the maximum allowed per transaction for the first 5 years of the contract.**

Monthly Transaction Amounts	Transaction % Cost	Convenience % Fee
\$0 - \$999,999		
\$1,000,000 - \$2,999,999		
\$3,000,000 - \$4,999,999		
\$5,000,000 - \$6,999,999		
\$7,000,000 - \$9,999,999		
\$10,000,000 +		

**Option Year 1 - each rate will be the maximum allowed in year 6 of the contract.**

Monthly Transaction Amounts	Transaction % Cost	Convenience % Fee
\$0 - \$999,999		
\$1,000,000 - \$2,999,999		
\$3,000,000 - \$4,999,999		
\$5,000,000 - \$6,999,999		
\$7,000,000 - \$9,999,999		
\$10,000,000 +		

**Option Year 2 - each rate will be the maximum allowed in year 7 of the contract.**

Monthly Transaction Amounts	Transaction % Cost	Convenience % Fee
\$0 - \$999,999		
\$1,000,000 - \$2,999,999		
\$3,000,000 - \$4,999,999		
\$5,000,000 - \$6,999,999		
\$7,000,000 - \$9,999,999		
\$10,000,000 +		

**Option Year 3 - each rate will be the maximum allowed in year 8 of the contract.**

Monthly Transaction Amounts	Transaction % Cost	Convenience % Fee
\$0 - \$999,999		
\$1,000,000 - \$2,999,999		
\$3,000,000 - \$4,999,999		
\$5,000,000 - \$6,999,999		
\$7,000,000 - \$9,999,999		
\$10,000,000 +		

### Labor Rate Schedule

Record the fully loaded hourly labor rates chargeable during each contract year for the labor categories delineated and defined in Attachment J.

#	LABOR CATEGORY	HOURLY LABOR RATES CONTRACT YEAR*							
		Year 1	Year 2	Year 3	Year 4	Year 5	Option Year 1	Option Year 2	Option Year 3
		Offeror Price	Offeror Price	Offeror Price	Offeror Price	Offeror Price	Offeror Price	Offeror Price	Offeror Price
1	Program Manager								
2	Project Manager								
3	Senior Subject Matter Expert								
4	Subject Matter Expert								
5	Sr. Comp Software Integration Analyst								
6	Sr. Computer Specialist								
7	Computer Specialist								
8	Senior Computer Systems Analyst								
9	Junior Computer Systems Analyst								
10	Applications Programmer								
11	Applications Development Expert								
12	Senior Computer Systems Programmer								
13	Computer Systems Programmer								
14	Senior Computer Programmer								
15	Junior Computer Programmer								
16	Advanced Tech Senior Applications Dev								
17	Advanced Tech Applications Dev								
18	Sr. Information Engineer								
19	Information Engineer								
20	Senior IT Professional								
21	Database Manager								
22	Senior Database Management Specialist								
23	Junior Database Management Specialist								
24	Quality Assurance Manager								
25	Senior Quality Assurance Consultant								
26	Quality Assurance Specialist								
27	Testing Specialist								
28	Training Specialist/Instructor								
29	Senior Systems Engineer								
30	Systems Engineer								
31	Software Engineer								

32	Senior Interdisciplinary Engineer								
33	Interdisciplinary Engineer								
34	Computer Operations Center Specialist								
35	Computer Operations Research Analyst								
36	Senior Operations Research Analyst								
37	Senior Systems Analyst								
38	Senior Information Technology Architect								
39	Senior Information Technology Planner								
40	Senior Application Architect								
41	Senior Computer Operator								
42	Computer Operator								
43	Office Automation Specialist								
44	Help Desk Manager								
45	Senior Help Desk Specialist								
46	Junior Help Desk Specialist								
47	Systems Administrator								
48	Senior Comp Security Sys Specialist								
49	Comp Security Sys Specialist								
50	Data Security Specialist								
51	Systems Security Specialist								
52	INFOSEC Engineer								
53	Systems Security Research Analyst								
54	Research Analyst								
55	Documentation Specialist								
56	Technical Writer/Editor								
57	Project Control Specialist								
58	Program Administration Specialist								
59	Internet/Intranet Site Developer Senior								
60	Internet/Intranet Site Developer Junior								
61	Internet/Web Architect								
62	Computer Graphic Illustrator								
63	Senior Systems Architect								
64	Systems Design Architect								
65	Systems Design Engineer								
66	Senior Cost Accountant								
67	Senior Financial Analyst								
68	Financial Analyst								
69	Senior IT Auditor								
70	Senior Auditor								

71	Senior Risk Assessment Consultant								
72	Senior Business Process Consultant								
73	Senior Group Facilitator								
74	Senior Marketing Consultant								
75	Senior Market Research Consultant								
76	Senior Telecommunications Engineer								
77	Telecommunications Engineer								
78	Senior Telecommunications Consultant								
79	Telecommunications Systems Analyst								
80	Network Manager								
81	Senior Network Engineer								
82	Junior Network Engineer								
83	Network Administrator								
84	Senior Network Technician								
85	Junior Network Technician								
86	Network Security Engineer								
87	Geographic Information Systems Technician II								
88	Geographic Information Systems Technician I								
89	Geographic Information Systems Technician Trainee								
90	Geographic Information Systems Analyst								
91	Geographic Information Systems Specialist								
92	Wireless Systems Analyst								
93	Radio Frequency Engineer								
94	Licensed Master Electrician								
95	Journeyman Electrician								
96	Electricians Helper								
97	Facilities Engineering Manager								
98	Facility Operations Engineer								
99	Lead Facilities Specialist								
100	Facilities Specialist Level III								
101	Facilities Specialist Level II								
102	Facilities Specialist Level I								
103	Facility Operations Supervisor								
104	Photographer								
105	Audit Manager								
106	Audit Supervisor								
107	Lead Auditor								
108	Staff Auditor								

**ATTACHMENT G – CONFLICT OF INTEREST AFFIDAVIT/DISCLOSURE**

- A) "Conflict of interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- B) "Person" has the meaning stated in COMAR 21.01.02.01B(64) and includes a bidder, Offeror, Contractor, consultant, or subcontractor or subconsultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a bid or offer is made.
- C) THE BIDDER OR OFFEROR HEREBY WARRANTS THAT, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.
- D) The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail—attach additional sheets if necessary):
- E) The bidder or Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the bidder or Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the bidder or Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Representative and Affiant)

**ATTACHMENT H – LIVING WAGE REQUIREMENTS FOR SERVICE CONTRACTS**

- A) This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract.
- B) The Living Wage Law does not apply to:
- (1) A Contractor who:
    - a. has a State contract for services valued at less than \$100,000, or
    - b. employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
  - (2) A Subcontractor who:
    - a. performs work on a State contract for services valued at less than \$100,000,
    - b. employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
    - c. performs work for a contractor not covered by the Living Wage Law as defined in B(1)(b) above, or B(3) or C below.
  - (3) Service contracts for the following:
    - a. services with a Public Service Company;
    - b. services with a nonprofit organization;
    - c. services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into a procurement ("Unit"); or
    - d. services between a Unit and a County or Baltimore City.
- C) If the Unit responsible for the State contract for services determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D) A Contractor must not split or subdivide a State contract for services, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- E) Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living

Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

- F) The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G) A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H) A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I) Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.
- J) Information pertaining to reporting obligations may be found by going to the DLLR Website <http://www.dllr.state.md.us/> and clicking on Living Wage.

**ATTACHMENT I – LIVING WAGE AFFIDAVIT OF AGREEMENT**

Contract No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**If the Contract is Exempt from the Living Wage Law**

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland’s Living Wage Law for the following reasons: (check all that apply)

- Bidder/Offeror is a nonprofit organization
- Bidder/Offeror is a public service company
- Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

**If the Contract is a Living Wage Contract**

A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

B. \_\_\_\_\_ (initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply)

- All employee(s) proposed to work on the State contract will spend less than one-half of the employee’s time during every work week on the State contract;
- All employee(s) proposed to work on the State contract will be 17 years of age or younger during the duration of the State contract; or
- All employee(s) proposed to work on the State contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative:

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Signature of Authorized Representative:

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Date: \_\_\_\_\_ Title: \_\_\_\_\_

Witness Name (Typed or Printed):

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Witness Signature & Date:

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## ATTACHMENT J – LABOR CATEGORIES

The following section describes the labor categories to be provided under the RFP.

### 1. Program Manager

**Duties:** The Program Manager is the contractor’s manager for the Contract, and serves as the single point of contact for the Master Contractor with the State regarding the Contract. Performs overall management for Contract support operations. Organizes, directs, and coordinates the planning and production of all Contract activities, projects and support activities, including those of subcontractors. Oversees the development of or develops work breakdown structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations. Demonstrates excellent written and verbal communications skills. Establishes and alters corporate management structure to direct effective and efficient Contract support activities.

**Education:** Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master’s degree and/or project management certification is preferred.

**General Experience:** At least twelve (12) years of experience in program or project management.

**Specialized Experience:** At least eight (8) years of experience in supervision or oversight of IT related programs or projects.

### 2. Project Manager

**Duties:** The Project Manager is assigned the management of a specific project and the work performed under assigned Task Orders. Performs day-to-day management of the project, identifies issues and risks and recommends possible issue and risk mitigation strategies associated with the project. Acts as a facilitator between a State agency and IT contractor. Is responsible for ensuring that work performed under TOs is within scope, consistent with requirements, and delivered on time and on budget. Identifies critical paths, tasks, dates, testing, and acceptance criteria. Provides solutions to improve efficiency (e.g., reduce costs while maintaining or improving performance levels). Monitors issues and provides resolutions for up-to-date status reports. Demonstrates excellent writing and oral communications skills.

**Education:** Bachelor’s Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business or other related discipline. Master’s degree or project management certification is preferred.

**General Experience:** At least five (5) years of experience in project management.

**Specialized Experience:** At least five (5) years of experience in managing IT related projects and must demonstrate a leadership role in at least three successful projects that were delivered on time and on budget.

### 3. Senior Subject Matter Expert

**Duties:** The area of expertise may be related to a specific discipline required by the State agency including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment. Requires expertise in the formulation of specifications and in the execution of technical initiatives in vertical areas. Defines requirements, performs analyses, and develops plans and requirements for systems.

**Education:** Bachelor's Degree from an accredited college or university in the specific discipline required by the State. A Master's Degree or Ph.D. Degree is preferred.

**General Experience:** At least twelve (12) years of relevant industry experience in the discipline is required.

**Specialized Experience:** At least ten (10) years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

### 4. Subject Matter Expert

**Duties:** Defines the problems and analyzes and develops plans and requirements in the subject matter area for moderately complex-to-complex systems. Coordinates and manages the preparation of analysis, evaluations, and recommendations for proper implementation of programs and systems specifications including, but not limited to: information technology, health care, education, public safety, social services, human resources, transportation, and environment.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have seven (7) years of experience.

**Specialized Experience:** At least five (5) years of combined new and related older technical experience in the IT field directly related to the required area of expertise.

### 5. Senior Computer Software/Integration Analyst

**Duties:** Must be knowledgeable in implementing computer systems in a phased approach of requirements analysis and conceptual design, site survey, system design review, critical design review, installation, integration, and testing. Must be knowledgeable in performing requirements analysis for a wide range of users in areas such as office automation, and finance and accounting. Must be able to present system designs for user approval at formal reviews. Must be capable of performing configuration management, software integration, interpreting software test results, and recommending solutions for unsatisfactory test results. Must be knowledgeable in life-cycle support, including maintenance, administration, and management. Must be able to provide solutions to identified software problem reports.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or

technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have eight (8) years of progressive working experience as a computer specialist or a computer systems analyst.

**Specialized Experience:** At least five (5) years of experience as a Computer Systems Analysts.

## 6. Senior Computer Specialist

**Duties:** Must be able to determine costs for converting computer systems from one language or machine to another by using compilers, simulators, emulators, and/or language translators and to recommend better utilization of operating systems capabilities for improving system efficiency. Develops, manages, maintains, and evaluates current state-of-the-art computer hardware, software, and software development tools; evaluates their ability to support specific requirements and interface with other equipment and systems; determines potential and actual bottlenecks and proposes recommendations for their elimination; and makes recommendations for system improvements that will result in optimal hardware and software use.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have 8 years of computer experience in at least two of the following disciplines: system analysis, system programming, application programming, and equipment analysis.

**Specialized Experience:** At least 5 years of experience either as a computer hardware or systems software specialist or as a systems analyst with duties relating to the evaluation of third and fourth generation of current state-of-the-art computer hardware and software and its ability to support specific requirements for hardware and software evaluation, system management, or large-scale system development and maintenance.

## 7. Computer Specialist

**Duties:** Must be able to determine costs for converting computer systems from one language or machine to another by utilizing compilers, simulators, emulators, and/or language translators and recommend better utilization of operating systems capabilities to improve system efficiency. Must be able to develop, manage, maintain, and evaluate state-of-the-art computer hardware, software, and software development tools; evaluate their ability to support specific requirements and interface with other equipment and systems; determine potential and actual bottlenecks; propose recommendations for their elimination; and make recommendations for systems improvements that will result in optimal hardware and software usage.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or

technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have five (5) years of computer experience in at least two (2) of the following disciplines: systems analysis, systems programming, application programming, or equipment analysis.

**Specialized Experience:** At least three (3) years of experience as either a computer hardware and/or systems software specialist, or as a systems analyst with duties relating to the evaluation of third- and fourth-generation or state-of-the-art computer hardware and software and its ability to support specific requirements for systems management or large-scale system development and maintenance.

## 8. Senior Computer Systems Analyst

**Duties:** Provides technical and administrative direction for personnel performing software development tasks, including the review of work products for correctness, adherence to the design concept and to user standards and for progress in accordance with schedules. Must be able to coordinate with the Program Manager to ensure problem solution and user satisfaction. Makes recommendations, if needed, for approval of major systems installations. Prepares milestone status reports and deliveries/presentations on the system concept to colleagues, subordinates, and end user representatives. Provides daily supervision and direction to support staff.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have eight (8) years of computer experience working independently or under general direction on complex application problems involving all phases of systems analysis.

**Specialized Experience:** At least five (5) years of experience in analysis and design of business applications for complex large-scale or mid-tier computer systems, or LAN-based systems, to include experience in Database Management Systems (DOITS), and use of programming languages. Knowledge of current storage and retrieval methods and demonstrated ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs.

## 9. Junior Computer Systems Analyst

**Duties:** Develops requirements for information systems from a project's inception to conclusion. Develops required specifications for simple to moderately complex systems. Assists senior computer systems analyst in preparing input and test data for the proposed system.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have three (3) years of computer experience in assignments of a technical nature working under close supervision and direction.

**Specialized Experience:** At least one (1) year of experience in analyzing and programming applications on large-scale or mid-tier computers (or LAN-based) with a minimum of one (1) year of design and programming of moderately complex IT systems.

## 10. Applications Programmer

**Duties:** Analyzes functional business applications and design specifications for functional areas such as finance, accounting, personnel, manpower, logistics, and contracts. Develops block diagrams and logic flowcharts. Translates detailed design into computer software. Tests, debugs, and refines the computer software to produce the required product. Prepares required documentation, including both program-level and user-level documentation. Enhances software to reduce operating time or improve efficiency. Provides technical direction to programmers as required to ensure program deadlines are met.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have five (5) years of computer experience in information systems design.

**Specialized Experience:** At least three (3) years of experience as an application programmer on large-scale DOITS, knowledge of computer equipment, and ability to develop complex software to satisfy design objectives.

## 11. Applications Development Expert

**Duties:** Provides design recommendations based on long-term IT organization strategy. Develops enterprise level application and custom integration solutions including major enhancements and interfaces, functions and features. Uses a variety of platforms to provide automated systems applications to customers. Provides expertise regarding the integration of applications across the business. Determines specifications, then plans, designs, and develops the most complex and business critical software solutions, utilizing appropriate software engineering processes – either individually or in concert with a project team. Will assist in the most difficult support problems.

Develops programming and development standards and procedures as well as programming architectures for code reuse. Has in-depth knowledge of state-of-the art programming languages and object-oriented approach in designing, coding, testing and debugging programs.

Understands and consistently applies the attributes and processes of current application development methodologies. Researches and maintains knowledge in emerging technologies and possible application to the business. Viewed both internally and externally as a technical expert and critical technical resource across multiple disciplines. Acts as an internal consultant, advocate, mentor and change agent.

**Education:** Preference for a Bachelor's or Master's Degree in Computer Science, Information Systems, or other related field or equivalent work experience.

**General Experience:** At least seven (7) years of IT and business/industry work experience.

**Specialized Experience:** At least three (3) years as Technical expert in IT organization. Coaches and mentors more junior technical staff. Provides technical input into the most complex and high impact IT decisions. Accountable for the most complex enterprise-wide applications and issues, translating highly complex concepts for peers and customers.

## 12. Senior Computer Systems Programmer

**Duties:** Create and/or maintain operating systems, communications software, database packages, compilers, repositories, and utility and assembler programs. Modify existing software and develop special-purpose software to ensure efficiency and integrity between systems and applications.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have twelve (12) years of computer experience in information systems design.

**Specialized Experience:** At least ten (10) years of experience in IT systems analysis and programming.

## 13. Computer Systems Programmer

**Duties:** Create and/or maintain operating systems, communications software, database packages, compilers, repositories, and utility and assembler programs. Modify existing software and develop special-purpose software to ensure efficiency and integrity between systems and applications.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have five (5) years of computer experience in information systems design.

**Specialized Experience:** At least three (3) years of experience in IT systems analysis and programming.

#### 14. Senior Computer Programmer

**Duties:** Must be capable of utilizing third- and fourth-generation or current state-of-the-art IT equipment and languages to develop and prepare diagrammatic plans for solution of business, management, communications, and strategic problems. Must be able to design detailed programs, flowcharts, and diagrams showing mathematical computations and sequence of machine operations necessary to copy and process data and print results. Must be able to verify the accuracy and completeness of programs and systems by preparing sample representative data and perform testing by means of cycle and system processing.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have eight (8) years of programming experience in software development or maintenance.

**Specialized Experience:** At least five (5) years of experience in IT systems analysis and programming.

#### 15. Junior Computer Programmer

**Duties:** Must be capable of translating detail program flowcharts into program-coded instructions used by third- and fourth-generation, or current state-of-the-art computers.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have three (3) years of computer programming experience.

**Specialized Experience:** None.

#### 16. Advanced Technology Senior Application Developer

**Duties:** Must be able to translate applications requirements into web-based solutions using available technology. Must be able to apply new and emerging technologies to the software development process.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or five (5) years of equivalent experience in a related field. A Master's

Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have three (3) years of computer experience in at least two of the following disciplines: system analysis, system programming, application programming, and equipment analysis.

**Specialized Experience:** At least one (1) year of experience developing applications using advanced technologies, including Internet protocols or web-based technology. Technologies include HTML, CGI applications, PERL or Javascript, and Java.

## 17. Advanced Technology Application Developer

**Duties:** Must be able to translate applications requirements into web-based solutions using available technology. Must be able to apply new and emerging technologies to the software development process.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have two (2) years of computer experience in at least two of the following disciplines: systems analysis, systems programming, application programming, and equipment analysis.

**Specialized Experience:** At least one (1) year of experience developing applications using advanced technologies, such as Internet protocols or web-based technology. Technologies include HTML, CGI applications, PERL or Javascript, and Java.

## 18. Senior Information Engineer

**Duties:** Develops analytical and computational techniques and methodology for problem solutions. Performs process and data modeling in support of the planning and analysis efforts using manual and automated tools; such as Integrated Computer-Aided Software Engineering (I-CASE) tools. Must be able to apply reverse engineering and reengineering disciplines to develop migration strategic and planning documents. Provides technical guidance in software engineering techniques and automated support tools. Must be capable of applying business process improvement practices to modernization projects. Applies, as appropriate, activity and data modeling transaction flow analysis; internal control and risk analysis; modern business methods; and performance measurement techniques. Assists in establishing standards for information systems procedures. Develops and applies organization wide information models for use in designing and building integrated, shared software and DOITS.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have eight (8) years of experience in managing the implementation of information engineering projects and experience in systems analysis, design and programming using CASE and IE tools and methods.

**Specialized Experience:** At least five (5) years of experience in information systems development, functional and data requirement analysis, systems analysis and design, programming, program design, and documentation preparation.

## 19. Information Engineer

**Duties:** Must be capable of applying a business wide set of disciplines for planning, analysis, design, construction, and maintenance of information systems on a business-wide basis or across a major sector of the business. Must be capable of performing business strategic systems planning, information planning, and analysis. Performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools, such as I-CASE tools. Must be able to apply reverse engineering and reengineering disciplines to develop migration strategic and planning documents. Provides technical guidance in software engineering techniques and automated support tools.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have five (5) years of experience in engineering, systems analysis, design, and programming.

**Specialized Experience:** At least two (2) years of experience in information systems development, functional and data requirement analysis, systems analysis and design, programming, program design, and documentation preparation.

## 20. Senior IT Professional

**Duties:** Identifies strategic issues for the Information Management Department and advises IT Senior Management of the risks and/or opportunities created by these issues. Issues will be centered on IT measurements and IT project management. IT measurements will encompass the refining or creating of measures related to value creation of IT products and services. Project Management will include presenting recommendations on ways of managing projects more effectively (including, but not limited to: appropriate methodology and quality reviews) Accountabilities include coordinating input from various IT departments to develop recommendations, conducting analyses of issues and ensuring adequate communication of the endorsed positions and recommendations to stakeholders.

**Education:** Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems, Business, Mathematics or a related technical or business field. A Master's degree is preferred.

**General Experience:** At least eight (8) years of relevant industry experience in the discipline required.

## 21. Database Manager

**Duties:** Must be capable of managing the development of database projects. Must be able to plan and budget staff and data resources. Supports application developers in planning preparation, load analysis, and backup and recovery of data. When necessary, reallocates resources to maximize benefits. Must be able to prepare and deliver presentations on DOITS concepts. Provides daily supervision and direction to support staff. Monitors performance and evaluates areas to improve efficiency.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have seven (7) years of experience in the development and maintenance of database systems.

**Specialized Experience:** At least five (5) years of experience with database management systems, system design and analysis, operating systems software, and internal and data manipulation languages.

## 22. Senior Database Management Specialist

**Duties:** Must be capable of providing highly technical expertise and support in the use of DOITS. Must be able to evaluate and recommend available DOITS products to support validated user requirements. Defines file organization, indexing methods, and security procedures for specific user applications. Develops, implements, and maintains database back-up and recovery procedures for the processing environments, and ensures that data integrity, security, and recoverability are built into the DOITS applications.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have six (6) years experience in DOITS systems analysis and programming.

**Specialized Experience:** At least three (3) years of experience in using current DOITS technologies, application design utilizing various database management systems and experience with DOITS internals.

## 23. Junior Database Management Specialist

**Duties:** Must be capable of providing highly technical expertise and support in the use of DOITS. Must be able to evaluate and recommend available DOITS products to support validated user requirements. Defines file organization, indexing methods, and security

procedures for specific user applications. Develops, implements, and maintains database back-up and recovery procedures for the processing environments, and ensures that data integrity, security, and recoverability are built into the DOITS applications.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have three (3) years experience in DOITS systems analysis and programming.

**Specialized Experience:** At least one (1) years of experience in using current DOITS technologies, application design utilizing various database management systems and experience with DOITS internals.

#### 24. Quality Assurance Manager

**Duties:** Must be capable of maintaining and establishing a process for evaluating software and associated documentation. Must be able to determine the resources required for quality control. Must be able to maintain the level of quality throughout the software life cycle. Develops software quality assurance plans. Conducts formal and informal reviews at predetermined points throughout the development life cycle.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have six (6) years of experience in quality assurance and quality control.

**Specialized Experience:** At least three (3) years of experience in verification and validation, software testing and integration, software metrics, and their application to software quality assessment.

#### 25. Senior Quality Assurance Consultant

**Duties:** Provides quality management for information systems using the standard methodologies, techniques, and metrics for assuring product quality and key activities in quality management. Establish capable processes, monitoring and control of critical processes and product mechanisms for feedback of performance, implementation of an effective root cause analysis and corrective action system, and continuous process improvement. Provides strategic quality plans in targeted areas of the organization. Provides QA strategies to ensure continuous production of products consistent with established industry standards, government regulations and customer requirements. Develops and implements life cycle and QA methodologies and educates, and implements QA metrics.

**Education:** Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Information Systems or other related discipline. A Master's degree preferred.

**General Experience:** At least eight (8) years information systems quality assurance experience.

**Specialized Experience:** At least five (5) years experience working with statistical methods and quality standards. Must have good QA/process knowledge and possess superior written and verbal communication skills.

## 26. Quality Assurance Specialist

**Duties:** Must be able to determine the resources required for quality control. Must be able to maintain the level of quality throughout the software life cycle. Develops software quality assurance plans. Must be capable of maintaining and establishing a process for evaluating software and associated documentation. Participates in formal and informal reviews at predetermined points throughout the development life cycle to determine quality. Examines and evaluates the software quality assurance (SQA) process and recommends enhancements and modifications. Develops quality standards.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have five (5) years of experience working with quality control methods and tools.

**Specialized Experience:** At least three (3) years of experience in verification and validation, software testing and integration, software metrics, and their application to software quality assessment, and a demonstrated knowledge of system and project life cycles.

## 27. Testing Specialist

**Duties:** Must be capable of designing and executing IT software tests and evaluating results to ensure compliance with applicable regulations. Must be able to prepare test scripts and all required test documentation. Must be able to design and prepare all needed test data. Analyzes internal security within systems. Reviews test results and evaluates for conformance to design.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have 4 years of experience in computer software development.

**Specialized Experience:** At least 2 years of software testing experience (integration and acceptance).

## 28. Training Specialist/Instructor

**Duties:** Conducts the research necessary to develop and revise training courses and prepares appropriate training catalogs. Prepares all instructor materials (course outline, background material, and training aids). Prepares all student materials (course manuals, workbooks, handouts, completion certificates, and course critique forms). Trains personnel by conducting formal classroom courses, workshops, and seminars.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Education/Training in the areas of Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have 4 years of experience in information systems development, training, or related fields.

**Specialized Experience:** At least 2 years of experience in developing and providing IT and end user training on computer hardware and application software.

## 29. Senior Systems Engineer

**Duties:** Must be able to analyze information requirements. Must be able to evaluate problems in workflow, organization, and planning. Develops appropriate corrective action. Provides daily supervision and direction to staff.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have six (6) years of experience in systems engineering.

**Specialized Experience:** At least three (3) years of experience in the supervision of system engineers, and demonstrated use of interactive, interpretative systems with on-line, real-time acquisition capabilities.

## 30. Systems Engineer

**Duties:** Must be capable of analyzing information requirements. Evaluates system problems of workflow, organization, and planning. Develops appropriate corrective action.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have three (3) years of experience in systems engineering.

**Specialized Experience:** At least one (1) year of experience in analytical problem solving of workflow, organization and planning.

### 31. Software Engineer

**Duties:** Reviews and analyzes system specifications. Prepares programming specifications. Analyzes existing systems/subsystems for reusability benefits and needed changes. Prepares design plans and written analyses. Prepares unit and test scripts. Prepares documentation.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have three (3) years of experience as a software engineer.

**Specialized Experience:** At least two (2) years of experience working with Ada, SQL, or third/fourth generation languages in the design and implementation of systems and one (1) year working with DOITS.

### 32. Senior Interdisciplinary Engineer

**Duties:** Must have demonstrated ability to perform senior level engineering and/or IT tasks in the disparate areas of software, electronics telecommunications, or networking. Must be capable of translating mission requirements and information problems into solutions employing current state-of-the-art information system equipment and software. Must be able to define interaction with and/or interface between these different categories of requirements and to develop the appropriate design to support these requirements while employing methodologies from any of the above disciplines as required. Must be able to serve as a liaison to interpret and translate among the various disciplines represented on the task team, and serve as a point of contact for evaluation of problems arising from the interdisciplinary nature of the task.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have eight (8) years of experience in technical work in the major areas of system management and system integration.

**Specialized Experience:** At least five (5) years of experience in specialized IT and telecommunications disciplines involving system interfaces, system integration and network development, and/or integration involving a wide range of network, hardware, and software solutions. At least 3 years in operating systems software, electronic communications analysis and design, or networking.

### 33. Interdisciplinary Engineer

**Duties:** Must be capable of translating mission requirements and information problems into solutions employing current state-of-the-art information system equipment and software. Must be able to define interaction and interface among different categories of requirements, and develop appropriate design to support the requirements while employing IT methodologies. Must be able to serve as a liaison to interpret and translate various disciplines represented on the task team, and serve as a point of contact for evaluation of problems arising from the interdisciplinary nature of the task.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have five (5) years of experience in technical work in the areas of system management and system integration.

**Specialized Experience:** At least three (3) years experience in IT disciplines involving operating systems software, electronics communications analysis and design, system interface, systems integration, and mechanical or civil engineering.

#### 34. Computer Operations Center Specialist

**Duties:** Establishes detailed schedules for utilization of all equipment in the computer operations center to obtain maximum usage. Consults with personnel in other data processing sections to coordinate activities, and prepare activity and progress reports regarding the computer operations center. Evaluates production, equipment and personnel costs. Analyzes and interprets technical data processing data. Communicates technical data processing information effectively both orally and in writing. Applies applicable rules, regulations, policies and procedures of the computer operations center.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** This position requires a minimum of five (5) years of experience.

**Specialized Experience:** At least three (3) years of specialized experience working in a computer operations center. Ability to function in a multi-system and/or multi-application environment. Ability to operate and monitor multiple terminals. Knowledge of data processing operations, equipment, procedures, and workflow. Knowledge of environmental requirements of mainframes, servers and other hardware. Knowledge of emergency security procedures for a computer operations center.

#### 35. Computer Operations Research Analyst

**Duties:** Performs technical work in the operation of electronic computers and auxiliary peripheral equipment. Collates information into meaningful reports and presentation material. Maintains any technical information in a systems library. Applies principles and methods to

obtain maximum utilization of computer equipment. Operates and cares for electronic computer and peripheral equipment.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

**General Experience:** A minimum of one (1) year of work experience in a business environment.

**Specialized Experience:** At least one (1) year of demonstrated experience working in a computer operations center. Ability to function in a multi-system and/or multi-application environment. Ability to follow complex oral and written instruction. Ability to operate and monitor multiple terminals.

### 36. Senior Operations Research Analyst

**Duties:** Conducts investment analyses or other complex operational analyses. Provides expertise and supports evaluations of program results and potential changes to program results related to IT investments along with an analysis and presentations of alternatives. Provides operational analyses support to all phases of the life cycle of an information system. Conducts operational analyses of existing systems using performance measures, criteria, and standards to determine requirements for needed changes. Evaluates, selects, and uses the tools of modern operations research (such as commercially available decision and analytical support software tools) to conduct analyses of projected changes to system or program performance. Supports architecture efforts including economic analyses of architecture alternatives, architecture issues resolutions, and affordability analyses.

**Education:** Bachelor's Degree from an accredited college or university in a related field, with at least 24 semester hours in a combination of mathematics, probability, statistics and logic. Master's degree preferred.

**General Experience:** Must have eight (8) years experience in operations research.

**Specialized Experience:** At least five (5) years experience in conducting quantitative analysis using operations research tools, econometrics, or other quantitative techniques.

### 37. Senior Systems Analyst

**Duties:** Serves as a computer systems expert on assignments that typically involve establishing automated systems, where concern is with overall life cycle structure; and conducts feasibility studies from design, implementation and post-implementation evaluation from a number of possible approaches. Design criteria must be established to accommodate changes in legislation, mission, or functional program requirements.

**Education:** Bachelor's Degree from an accredited college or university in Computer Science, Systems Analysis, Information Systems or a related field. A Master's Degree in a related field of information technology is preferred.

**General Experience:** A minimum of eight (8) years of experience in information technology systems analysis.

**Specialized Experience:** At least five (5) years of the experience in the design of business applications on complex IT systems. Requires a broad knowledge of data sources, data flow, system interactions, advanced computer equipment and software applications, and advanced systems design techniques to develop solutions to unyielding complex problems and to advise officials on systems design and IT forecasts.

### 38. Senior Information Technology Architect

**Duties:** Provides expertise in the most current principles and practices of architecture data management systems and experience in large system designs, and with data modeling in the information management arena. Provides expertise in modeling and organizing information to facilitate support of projects or information architectures. Provides guidance on how and what to data and process model. Primarily deals with transition planning from legacy to modern systems by concentrating on information flows, data exchange, and data translation standardization services.

**Education:** Bachelor's Degree from an accredited college or university with a major in Engineering, Computer Science, Mathematics or a related field. Master's degree preferred.

**General Experience:** At least ten (10) years experience planning, designing, building, and implementing IT systems.

**Specialized Experience:** At least five (5) years of the required 10 years of experience must be in the direct supervision and management of major projects that involve providing professional support services and/or the integration, implementation and transition of large complex system and subsystem architectures. Must have led or been chief architect in major IT implementation efforts. Must demonstrate a broad understanding of client IT environmental issues and solutions and be a recognized expert within the IT industry. Must demonstrate advanced abilities to team and mentor and possess demonstrated excellence in written and verbal communication skills.

### 39. Senior Information Technology Planner

**Duties:** Provides planning services for a wide range of programs and projects including design, development, implementation, post-implementation and maintenance of the systems. Provides SWOT analyses, critical success factor analyses, strategic business planning, strategic information systems planning, value chain analyses, e-business assessments, and other techniques used to establish strategic plans. Provides expertise in conducting research, evaluations, and studies required to develop both short-term and long-term plans. Provides plans, designs, concepts, and develops both general and specific program and project strategies for linking proposed investments in IT to business results. Provides planning, scheduling, networking and coordination assistance among State organizations involved in implementation and integration efforts. Identifies problems and recommends solutions.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Planning or other related scientific or technical discipline. A Master's degree is preferred.

**General Experience:** At least ten (10) years progressive experience as an IT planner - or involved in planning type functions.

**Specialized Experience:** At least six (6) years of experience in planning, analyses, design, development, implementation and post-implementation of IT projects or systems.

#### 40. Senior Application Architect

**Duties:** Manages major projects that involve providing professional support services and/or the integration, implementation and transition of large, complex systems. Provides design and development of e-government solutions, and is responsible for technical design and implementation of the architecture. Designs, develops and maintains infrastructure and backend applications. Provides expertise on defining the role of broadband and wireless applications. Provides definition of current State architecture blueprints. Provides expertise with web servers, gateways, and application servers and content management systems. Provides experience in web application technologies and middleware solutions. Researches new technologies and products for their applicability to business processes. Must be able to compare various solutions and determine the most suitable. Ensures that development efforts are well planned and in agreement with standards.

**Education:** Bachelor's Degree from an accredited college or university in Engineering, Computer Science, Mathematics or other related scientific or technical discipline. Master's degree preferred.

**General Experience:** At least ten (10) years of experience planning, designing, building, and implementing IT application systems. Must have led or been chief architect in a major IT applications implementation effort. Must have a strong background in software engineering principles and techniques.

**Specialized Experience:** At least six (6) years of experience in designing medium to large-scale sites and management of at least five Internet projects.

#### 41. Senior Computer Operator

**Education:** A high school diploma or equivalent. An Associate's Degree from an accredited college or university in Computer Science, Information Systems, Business or other related technical discipline is preferred. An Associate's Degree in one of the above disciplines equals one-year specialized and two years general experience. An additional year of specialized experience may be substituted for the required education.

**General Experience:** Seven years experience in a computer-related field.

**Specialized Experience:** Five years experience administering multi-user, shared processor systems.

#### 42. Computer Operator

**Education:** A high school diploma or equivalent. An Associate's Degree from an accredited college or university in Computer Science, Information Systems, Business or other related technical discipline is preferred. An Associate's Degree in one of the above disciplines equals

one-year specialized and two years general experience. An additional year of specialized experience may be substituted for the required education.

**General Experience:** Five years experience in a computer-related field.

**Specialized Experience:** Three years experience administering multi-user, shared processor systems.

#### 43. Office Automation Specialist

**Duties:** Specialized data entry work, operating specialized data entry equipment in a high production and closely monitored work environment. Responsible for key entering data from a variety of source documents with specific standards maintained for speed and accuracy.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** This position requires a minimum of five (5) years of experience data entry work and equipment.

**Specialized Experience:** At least three (3) years of specialized experience in the operation of specialized data entry equipment.

#### 44. Help Desk Manager

**Duties:** Provides daily supervision and direction to staff who are responsible for phone and in-person support to users in the areas of email, directories, standard Windows desktop applications, and other network services. Manages personnel who serve as the first point of contact for troubleshooting hardware and software PC and printer problems.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** This position requires a minimum of seven (7) years of experience in the management of a Help Desk. General experience includes information systems development, network and other work in the client/server field, or related fields.

**Specialized Experience:** At least five (5) years of specialized experience includes management of help desks in a multiserver environment, comprehensive knowledge of PC operating systems (e.g., DOS, Windows), networking and mail standards, and supervision of help desk employees. Demonstrated ability to effectively communicate orally and in writing and to have a positive customer service attitude.

#### 45. Senior Help Desk Specialist

**Duties:** Provides telephone and in-person support to users in the areas of directories, standard Windows desktop applications, and applications developed under this Contract or predecessors. Serves as the initial point of contact for troubleshooting hardware/software PC and printer problems.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

**General Experience:** This position requires a minimum of seven (7) years of experience in a business IT environment with emphasis on PC computer hardware and applications. General experience includes, but is not limited to: information systems development, work in the client/server field, or related fields.

**Specialized Experience:** At least five (5) years comprehensive knowledge of PC operating systems, e.g., DOS, Windows, as well as work on a help desk. Demonstrated ability to effectively communicate orally and in writing and to have a positive customer service attitude.

#### 46. Junior Help Desk Specialist

**Duties:** Provides telephone and in-person support to users in the areas of directories, standard Windows desktop applications, and applications developed under this Contract or predecessors. Serves as the initial point of contact for troubleshooting hardware/software PC and printer problems.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field.

**General Experience:** This position requires a minimum of five (5) years of experience in business IT environments with emphasis on PC hardware and applications. General experience includes information systems development, work in the client/server field, or related fields.

**Specialized Experience:** At least two (2) years comprehensive knowledge of PC operating systems, e.g., DOS, Windows, as well as work on a help desk. Demonstrated ability to communicate orally and in writing and to have a positive customer service attitude.

#### 47. Systems Administrator

**Duties:** Monitor and coordinate all data system operations, including security procedures, and liaison with end users. Ensure that necessary system backups are performed and storage and rotation of backups is accomplished. Monitor and maintain records of system performance and capacity to arrange vendor services or other actions for reconfiguration and anticipate requirements for system expansion. Assist managers to monitor and comply with State data security requirements. Coordinate software development, user training, network management and minor installation and repair of equipment.

**Education:** An Associate's degree from an accredited college or university in Computer Science, Information Systems, Business or other related technical discipline. A Bachelor's Degree in one

of the above disciplines equals one-year specialized and two years general experience. An additional year of specialized experience may be substituted for the required education.

**General Experience:** Two years experience in a computer-related field.

**Specialized Experience:** One year experience administering multi-user, shared processor systems and data communications networks.

#### 48. Senior Computer Security Systems Specialist

**Duties:** Analyzes and defines security requirements for Multilevel Security (MLS) issues. Designs, develops, engineers, and implements solutions to MLS requirements. Responsible for the implementation and development of the MLS. Gathers and organizes technical information about an organization's mission goals and needs, existing security products, and ongoing programs in the MLS arena. Performs risk analyses, which also include risk assessment. Provides daily supervision and direction to staff.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** This position requires a minimum of eight (8) years of experience in analysis and definition of security requirements.

**Specialized Experience:** At least five (5) years of specialized experience in defining computer security requirements for high-level applications, evaluation of approved security product capabilities, and developing solutions to MLS problems.

#### 49. Computer Security Systems Specialist

**Duties:** Analyzes and defines security requirements for MLS issues. Designs, develops, engineers, and implements solutions to MLS requirements. Gathers and organizes technical information about an agency's mission goals and needs, existing security products, and ongoing programs in the MLS arena. Performs risk analyses, which also include risk assessment. Provides daily direction to staff.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or four (4) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** This position requires a minimum of six (6) years of experience in analysis and definition of security requirements.

**Specialized Experience:** At least four (4) years of specialized experience in defining computer security requirements for high-level applications, evaluation of approved security product capabilities, and developing solutions to MLS problems.

## 50. Data Security Specialist

**Duties:** Responsible for the planning, design, implementation and monitoring of security measures, policies, methods and procedures which safeguard the integrity of and access to enterprise systems, files and data elements. Responsible for acting on security violations. Maintains knowledge of changing technologies, and provides recommendations for adaptation of new technologies or policies. Recognizes and identifies potential areas where existing data security policies and procedures require change, or where new ones need to be developed, especially regarding future business expansion. Provides management with risk assessments and security briefings to advise them of critical issues that may affect customer, or corporate security objectives.

**Education:** Preference for a Bachelor's Degree in Computer Science, Information Systems, or other related field or equivalent work experience.

**General Experience:** At least four (4) years of experience in data security.

**Specialized Experience:** Has worked independently or as part of a team under general supervision and coached more junior technical staff.

## 51. System Security Specialist

**Duties:** Provides expert-level advice, analysis, and functional expertise to tasks. Demonstrates exceptional oral and written communication skills. Reviews requirements and task documentation for accuracy and applicability.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** This position requires a minimum of twelve (12) years of experience in system security.

**Specialized Experience:** At least seven (7) years of highly specialized experience in one or more information, computer, or network security disciplines. These disciplines could include penetration testing, intrusion detection and audit analysis, public key infrastructure, cryptography, strong authentication, risk analysis, and multilevel security.

## 52. INFOSEC Engineer

**Duties:** Analyzes and defines security requirements for information protection. Defines and develops security policies. Analyzes the sensitivity of information, performs vulnerability and risk assessments on the basis of defined sensitivity and information flow.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** This position requires a minimum of eight (8) years of experience in information protection.

**Specialized Experience:** At least five (5) years of experience in defining security programs or processes for the protection of sensitive or classified information.

### 53. System Security Research Analyst

**Duties:** Gathers, analyzes, and composes technical information. Conducts research in one or more security disciplines and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel.

**Education:** A Bachelor's degree from an accredited college or university in a related field or high school diploma with additional experience. A Bachelor's degree is preferred.

**General Experience:** This position requires no experience if a B.A. or B.S. Degree has been obtained. If only a high school diploma has been obtained, a minimum of two (2) years of system security experience is required.

**Specialized Experience:** If a B.A. or B.S. Degree has been obtained, a minimum of one (1) year of experience is required in researching information using technical documentation, library resources, and the Internet.

### 54. Research Analyst

**Duties:** Analyzes existing and potential product and service information, prospective customers and markets. Collates information into meaningful reports and presentation material. Maintains any technical information in a systems library.

**Education:** High School Diploma or Associate's Degree in Business, or related field. A Bachelor's degree is preferred.

**General Experience:** A minimum of one (1) year of work experience in a business environment.

**Specialized Experience:** At least one (1) year of demonstrated experience word processing, using electronic spreadsheets and other administrative software products. General knowledge of governmental documents and procedures.

### 55. Documentation Specialist

**Duties:** Gathers, analyzes, and composes technical information. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel. For applications built to run in a Windows environment, uses the standard help compiler to prepare all on-line documentation.

**Education:** Associate's Degree in related field. A Bachelor's degree is preferred.

**General Experience:** Must have four (4) years of experience in technical writing and documentation experience pertaining to all aspects of IT.

**Specialized Experience:** A minimum of two (2) years of experience in preparing technical documentation, which is to include researching for applicable standards.

## 56. Technical Writer/Editor

**Duties:** Assists in collecting and organizing information for preparation of user manuals, training materials, installation guides, proposals, and reports. Edits functional descriptions, system specifications, user manuals, special reports, or any other customer deliverables and documents. Conducts research and ensures the use of proper technical terminology. Translates technical information into clear, readable documents to be used by technical and non-technical personnel. For applications built to run in a Windows environment, uses the standard help compiler to prepare all on-line documentation. Assists in performing financial and administrative functions. Must demonstrate the ability to work independently or under only general direction.

**Education:** Associate's Degree in related field. A Bachelor's degree is preferred.

**General Experience:** A minimum of five (5) years of experience in this area.

**Specialized Experience:** At least two (2) years of experience in preparing and editing documents, including technical documents. Also includes researching for applicable standards.

## 57. Project Control Specialist

**Duties:** Monitors financial and/or administrative aspects of assigned Contracts and deliverables. Tracks and validates all client financial information, establishes and maintains master Contract files, prepares and monitors status of all deliverables and tracks the value of Contracts. Uses automated systems to track deliverables, financial transactions, and management information.

**Education:** High School Diploma or equivalent. A Bachelor's degree is preferred.

**General Experience:** Must have three (3) years of experience working with monitoring systems. Familiar with manpower and resource planning, preparing financial reports and presentations, and cost reporting Contract guidelines.

**Specialized Experience:** Preparation and analysis of financial statements, development of project schedules, using cost-accounting and labor-reporting systems, working knowledge of Contract and subcontract management. Proficient in the use of spreadsheets and project management tools.

## 58. Program Administration Specialist

**Duties:** Assists in the preparation of management plans and various customer reports. Coordinates schedules to facilitate the completion of TO and change proposals, Contract deliverables, TO reviews, briefings and presentations. Performs analysis, development, and review of program administrative operating plans and procedures.

**Education:** High school diploma or equivalent. A Bachelor's degree is preferred.

**General Experience:** Must have three (3) years of experience working with project management tools and reporting systems. Familiar with government contracts, work breakdown structures, management/business plans, and program reporting.

**Specialized Experience:** At least two (2) years of direct program experience in Contract administration and preparing management reports. Has worked in support of a Program Manager on a government Contract.

### 59. Internet/Intranet Site Developer Senior

**Duties:** Must be able to translate applications requirements into the design of complex web sites, including integrating web pages and applications. Must be able to apply new and emerging technologies to the site development process.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have five (5) years of web development experience using current Web development and graphic tools, as well as, Web Server and database administration.

**Specialized Experience:** At least three (3) years of experience designing, developing and deploying Web sites and/or Web applications, including product selection, configuration, installation, maintenance, and site specific Web development languages and relational databases.

### 60. Internet/Intranet Site Developer Junior

**Duties:** Must be able to translate applications requirements into the design of complex web sites, including integrating web pages and applications. Must be able to apply new and emerging technologies to the development process.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline or three (3) years of equivalent experience in a related field. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have one (1) year of web development experience using current Web development and graphic tools, as well as, Web server and database administration.

**Specialized Experience:** At least one (1) year of experience designing, developing and deploying Web sites and/or Web applications, including product selection, configuration, installation, maintenance, and site policy development. Experience developing Web pages using HTML, scripting languages, platform specific web development languages and relational databases.

### 61. Internet/Web Architect

**Duties:** Responsible for analyzing assigned specifications, planning, designing and developing solutions, utilizing appropriate Internet/Intranet/Extranet architecture processes supporting a wide range of business process. Provides appropriate documentation for object design

decisions, estimating assumptions, applets and performance metrics – as required by organization architecture process standards, or as assigned. Responsible for minimizing the issues between the client and the server applications and for the overall setup and design of the Internet and web server architecture. Impact and complexity of this job increases if organization is utilizing Internet solutions (vs. only Intranet), especially those with significant business impact (e.g., e-business).

**Education:** Preference for a Bachelor’s Degree in Computer Science, Information Systems, or other related field or equivalent work experience.

**General Experience:** At least five (5) years of IT work experience.

**Specialized Experience:** Has worked independently or as a part of a team under general supervision and coached more junior technical staff. Technical expert in IT organization. Provides input into highly complex and high impacting decisions as it relates to area of expertise.

## 62. Computer Graphics Illustrator

**Duties:** Duties will include recommending various methods of portraying ideas and the design, layout, and generation of a variety of graphical presentation products from rough drafts or outlines. Must possess skill in the preparation of graphs, charts and text data for visual presentations. Duties will be performed using complex automated color graphic equipment and PC software packages. A basic knowledge of graphic equipment, graphic software, file formats and graphic terms is required.

**Education:** High school diploma or equivalent. An additional year of specialized experience may be substituted for the required education.

**Total Experience:** Three years experience in creating and generating graphics using computer graphics software.

## 63. Senior Systems Architect

**Duties:** Responsible for developing business, data, systems, and infrastructure models to develop enterprise architectures. Develops plans for migrating architectures. Develops technical reference models to include hardware/software standards. Engineer’s integrated hardware and software solutions to meet mission requirements.

**Education:** Bachelor’s Degree from an accredited college or university in Computer Science, Information Systems or related field or three (3) years of equivalent experience in a related field. A Master’s Degree in information technology is a plus.

**General Experience:** Experience performing architecture related work on at least five (5) IT systems.

**Specialized Experience:** Experience performing a significant role in all aspects of architecture related work on at least two (2) large IT systems.

## 64. Systems Design Architect

**Duties:** Must be able to lead team in developing application, development, network, and technical architectures for mid-range client/server and mainframe applications. Responsible for gathering and defining the architecture requirements and for ensuring that the architectures are compatible and in compliance with the appropriate IT organization and project standards.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have six (6) years of experience planning, designing, building, and implementing mid-range IT systems.

**Specialized Experience:** At least four (4) years of experience developing application, development, network, and technical architectures for mid-range client/server and mainframe applications. Demonstrated ability to develop and execute architecture strategies and to perform feasibility studies and integration analyses. Experience supervising and providing guidance in implementing various mid-range architectures and supporting implementation of large-scale applications.

## 65. Systems Design Engineer

**Duties:** Must be able to perform design of information systems, including the design of the application architecture, database, and interfaces. Responsible for gathering and analyzing user requirements and translating them into system designs.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have six (6) years of experience planning, designing, building, and implementing IT systems. Familiar with Capability Maturity Model compliant structured methodology.

**Specialized Experience:** At least four (4) years of experience analyzing user requirements and translating them into system designs using various design tools and techniques. Demonstrated ability to develop and execute system designs, ensure implementation of repeatable processes, and ensure compliance with Capability Maturity Model (CMM) methodology.

## 66. Senior Cost Accountant

**Duties:** Provides cost estimating and financial management support, including all activities, which occur during the life cycle of an information technology application or system. Conducts investment analyses or other complex operational analyses. Provides expertise and support in conducting a full range of investment analyses activities, including market surveys, cost analyses, benefits analyses, risk analyses, economic analyses, requirements definitions, schedule development, and tradeoff studies. Supports architecture efforts including economic analyses of architecture alternatives, architecture issues resolutions, and affordability analyses. Conducts analytical studies involving complex technical analyses, schedule constraints, and

system benefits and system cost factors. Identifies cost accounting or financial problems and recommends solutions. Presents plans, analyses, and other advice within functional areas.

**Education:** Bachelor's Degree from an accredited college or university in Economics, Business, Accounting, Finance, or related discipline. A Master's degree and CPA are preferred.

**General Experience:** A minimum of eight (8) years relevant experience as a cost analyst or involved in analysis in business-related subject areas such as accounting, finance or economics.

**Specialized Experience:** At least five (5) years experience in financial cost accounting with demonstrated success in analyzing information systems.

## 67. Senior Financial Analyst

**Duties:** Provides financial management planning and execution support. Has knowledge of theories, principles and practices of financial management, including time value analyses, cash flow analyses and cost/benefit and return on investment analyses. Conducts investment analyses or other complex operational analyses. Provides expertise and support in conducting a full range of investment analyses activities, including market surveys, cost analyses, benefits analyses, risk analyses, economic analyses, requirements definitions, schedule development, and tradeoff studies. Supports architecture efforts including economic analyses of architecture alternatives, architecture issues resolutions, and affordability analyses. Classifies and summarizes financial data for the preparation and submission of reports on a recurring basis. Must to able to apply financial analysis to information systems issues.

**Education:** Bachelor's Degree from an accredited college or university in Economics, Business, Accounting, Finance, or related discipline. A Master's degree and CPA are preferred.

**General Experience:** At least eight (8) years progressive experience as an analyst or involved in analyst type functions in a business related subject area such as accounting, finance or economics.

**Specialized Experience:** At least five (5) years of financial management experience with demonstrated ability in analyzing information systems.

## 68. Financial Analyst

**Duties:** Must be able to clearly define government financial business practices and Electronic Commerce/Electronic Data Interchange (EC/EDI) opportunities, and incorporate the defined processes into an automated solution that includes relational databases and distributed systems for integration into the government financial business system. Identifies potential problems and solutions through analysis identifying recommended solutions. Must be able to work with functional specialists, automation specialists, Master Contractors, vendors, and customers to effectively automate the customer's requirements into an automated application. Acts as a focal point to coordinate all disciplines in the recommended solution. Must be able to communicate with both IT and financial oriented individuals to document the flow, recommend opportunities, impact recommendations, and serve as the liaison between the financial specialist and automation specialist that do not have both disciplines. Must be able to apply state-of-the-art applications that will effectively automate financial applications in the most effective manner while adhering to the established Accounting Principals and Practices.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Finance, Business, or other related technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have five (5) years of financial management experience.

**Specialized Experience:** At least three (3) years of experience in financial management with demonstrated ability in analyzing, designing, and developing automated applications for unique business practices in a fee-for-service environment.

## 69. Senior IT Auditor

**Duties:** Identifies information processing and technology risks. Evaluates controls and makes recommendations. Identifies problems and recommends solutions. Reviews the installation and security related controls for a wide variety of computing platforms, including operating systems, sub-systems, databases and software products used to support the processing environment. Prepares and performs audit tests and evaluates results. Provides documentation of audit tests to facilitate efficient and effective reviews.

**Education:** CPA required. Bachelor's Degree from an accredited college or university in Accounting, Finance, Business, Computer Science, Information Systems, or related field.

**General Experience:** At least ten (10) years auditing experience.

**Specialized Experience:** At least seven (7) years of experience in IT audits. Proficient in generally accepted IT standards, statements and practices and IT security and control practices.

## 70. Senior Auditor

**Duties:** Provides third party reviews, ratings and evaluations of IT vendors. Researches corporate philosophy, goals, objectives, and code of ethics and business practices. Provides financial status including, but not limited to: assets, liabilities, operating capital, cash flow, and insurance coverage. Provides financial reports and annual reports. Provides ranking among peers in the IT industry and reputation in the IT industry. Researches customer satisfaction levels and strengths and weaknesses. Provides costing estimations and personnel qualifications and performance ratings. Researches project management results and performance records. Provides legal history and overall performance.

**Education:** Bachelor's Degree from an accredited college or university in Accounting, Finance, Business or a related field. A CPA is preferred.

**General Experience:** At least ten (10) years of auditing experience.

**Specialized Experience:** At least five (5) years experience as an auditor in auditing IT vendors.

## 71. Senior Risk Assessment Consultant

**Duties:** Manages the identification and reporting on risk assessments and updates evaluations in order to determine and forecast operational needs and changes. Provides presentations on reporting and operational enhancements and metrics with special focus on variance analysis.

Establish risk management policies and procedures, and guidelines on risk limits. Provides fraud expertise on services to internal and external customers. Develops system enhancements and meaningful reporting and operational management reporting tools and web-based tools and programs to manage, prevent, and mitigate risks. Identifies problems and recommends solutions to risk assessments.

**Education:** Bachelor's Degree from an accredited college or university in a related field. A Master's degree preferred.

**General Experience:** At least ten (10) years of risk assessment experience.

**Specialized Experience:** At least six (6) years of experience in IT risk assessment.

## 72. Senior Business Process Consultant

**Duties:** Develops business requirements and business processes re-engineering methodologies. Solves application and process related problems by creating detail process and system design specifications; and works with other areas across the business units to support a total solution approach. Communicates business requirements for reports and applications development. Facilitates collaboration within and across business units and across IT functions. Resolves problems and improves business units' technical environments.

**Education:** Bachelor's Degree from an accredited college or university in Business, Human Resources Management or a related field. An MBA or MPA is preferred.

**General Experience:** At least eight (8) years experience in business process re-engineering.

**Specialized Experience:** At least five (5) years of experience in reengineering large scale business processes.

## 73. Senior Group Facilitator

**Duties:** Provides assistance in the group decision-making process by intervening to help a group improve its effectiveness and efficiency through enhanced problem identification, problem solutions and decision-making skills. Takes primary responsibility for managing the group process and assists groups to be more effective by improving existing group practices. Guides groups through proven processes and understands basic group dynamics and interrelationships. Intervenes when it is evident that the group process or other factors interfere with a group's ability to accomplish specific goals and objectives.

**Education:** Bachelor's Degree from an accredited college or university in Education, the Social Sciences, Human Resources, Business or a related field.

**General Experience:** At least five (5) years of experience as a group facilitator.

**Specialized Experience:** At least three (3) years of experience as a group facilitator involving technical projects.

## 74. Senior Marketing Consultant

**Duties:** Develops marketing strategies for publications of State agencies' technology results and achievements. Develops marketing plans and recommends marketing strategies and measurements for the success of the marketing strategies. Provides survey results for State agencies on IT topics, completes applications for IT awards and develops periodic reports of IT accomplishments, including annual reports or other marketing-related documents.

**Education:** Bachelor's Degree from an accredited college or university in Marketing, Business, Communications or other related discipline. A Master's degree is preferred.

**General Experience:** At least eight (8) years of marketing or communications experience.

**Specialized Experience:** At least five (5) years of experience in technology marketing or a related field.

## 75. Senior Market Research Consultant

**Duties:** Develops marketing and promotion strategies and tactics. Evaluates concepts for advertising campaigns. Develops and manages qualitative market research studies and develops reports. Analyses web site traffic and develops quantitative reports. Reviews marketing campaigns and their impact on web site audience behavior. Develops online survey questionnaires and launches surveys. Performs statistical analyses of responses to online surveys. Conducts various Internet analyses. Develops methodologies for optimum study results.

**Education:** Bachelor's Degree from an accredited college or university in Marketing, Business, or Statistics. An MBA or Master's Degree in Marketing is preferred.

**General Experience:** At least eight (8) years of marketing research experience.

**Specialized Experience:** At least five (5) years of experience in technology marketing or a related field.

## 76. Senior Telecommunications Engineer

**Duties:** Provides engineering and technical support for Statewide telecommunications projects and services. Provides designs and applications to insure overall technical integrity. Provides high-level planning for the systems used by telecommunications organizations. Performs process and data modeling for the planning and analyses of automated tools. Provides technical expertise and guidance in engineering techniques and automated support tools. Provides assistance with planning, design, cost/benefit analyses, assessment of configurations and performance measurements, development, implementation and recommendations for staffing levels for telecommunications systems and processes.

**Education:** Bachelor's Degree from an accredited college or university in Engineering, Telecommunications, Computer Science, Information Systems or other related scientific or technical discipline. A Master's degree is preferred.

**General Experience:** At least ten years of telecommunications experience.

**Specialized Experience:** At least six (6) of experience in commercial and long distance network architectural design and engineering.

## 77. Telecommunications Engineer

**Duties:** Responsible for engineering and/or analytical tasks and activities associated with technical areas within the telecom function (e.g., network design, engineering, implementation, diagnostics or operations/user support). Performs complex tasks relating to network monitoring, operations, installation, and/or maintenance for local, off-site, and/or remote locations.

The scope of responsibility for this position includes, but is not limited to, the configuration, deployment, testing, maintenance, monitoring, and trouble-shooting of network components to provide a secure, high performance network. Duties also entail quality assurance and testing of transmission mediums and infrastructure components.

**Education:** Bachelor's Degree in Computer Science, Information Systems, or other related field or equivalent work experience.

**General Experience:** Three (3) to five (5) years of IT work experience.

**Specialized Experience:** Has worked independently or as a part of a team under general supervision and coached more junior technical staff.

## 78. Senior Telecommunications Consultant

**Duties:** Identifies problems and recommends solutions for telecommunications organizations. Performs process and data modeling in support of the planning and analyses for using automated tools. Evaluates controls and makes recommendations. Provides planning, analyses, strategic planning, design, development, implementation and post-implementation for telecommunications projects.

**Education:** Bachelor's Degree from an accredited college or university with a major in Telecommunications, Computer Science, Information Systems, Engineering or a related field. Master's degree preferred.

**General Experience:** At least ten (10) years telecommunications experience.

**Specialized Experience:** At least seven (7) years experience as a consultant or engineer in the telecommunications field in the private or public sector.

## 79. Telecommunications Systems Analyst

**Duties:** Must be capable of planning, analysis, design, development, and maintenance of operations support systems used by telecommunications organizations. Must be capable of performing business systems planning, information planning, and analysis in support of telecommunications support functions, including billing, trouble ticket management, service order entry, and/or configuration management. Performs process and data modeling in support of the planning and analysis efforts using both manual and automated tools. Provides technical guidance in software engineering techniques and automated support tools.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Telecommunications, Computer Science, Information Systems, Engineering, Business, or other

related scientific or technical discipline. A Master's Degree is preferred. A Master's Degree in one of the above disciplines equals one year specialized and two years general experience.

**General Experience:** Must have five (5) years of experience in engineering, systems analysis, design and programming.

**Specialized Experience:** At least two (2) years of experience in functional and data requirement analysis, systems analysis and design, programming, program design of billing, trouble ticket management, service order entry, and/or configuration management systems supporting operations of large telecommunications support organizations.

## 80. Network Manager

**Duties:** Performs a variety of network management functions in support of MIS services related to the operation, performance, or availability of data communications networks. Modifies command language programs, network start up files, assigns/re-assigns network device logical, analyzes network performance and recommends adjustments to wide variety of complex network management functions with responsibility for overall performance and availability of networks. LAN/WAN consultant skilled in network analysis, integration and tuning. Experience with cable/LAN meters, protocol analyzers, Simple Network Management Protocol (SNMP) and Remote Monitoring (RMON) based software products. Knowledge of Ethernet, FDDI and high speed WANs, routers, bridges, and switches. Analyze client LANs/WANs, isolate source of problems, and recommend reconfiguration and implementation of new network hardware to increase performance. Working knowledge of network operating systems. Conducts load balancing efforts to achieve optimum device utilization and network performance. Manages network Email functions. Establishes mailboxes and monitors mail performance on the network. Coordinates with communications engineering to resolve hardware problems. Works with customer and operations staff in scheduling preventative and emergency maintenance activities.

**Education and Other Requirements:** A Bachelor's degree from an accredited college or university with a major in Computer Science, Information Technology, Engineering, or a related discipline. If applicable, shall be certified as network engineer for the specific network operating system as defined in the State task request. The certification criteria are determined by the network operating system vendor. An additional year of specialized experience may be substituted for the required education.

**General Experience:** Twelve years experience in a computer-related field.

**Specialized Experience:** Ten years experience in one or more of the following areas: data communications engineering, data communications hardware or software analysis, network administration or management, or have data communication equipment installation and maintenance. Knowledge of cable including FDDI, FOIRL, and 10Base T. Particularly desirable is experience working with IBM's SNA with knowledge of the MVS operating system and SNA protocols.

## 81. Senior Network Engineer

**Duties:** Responsible for the design and implementation of large data communications or telecommunications networks. Plans and monitors the installation of communications circuits. Manage and monitor local area networks and associated equipment (e.g., bridges, routers, modem pools, and gateways) Conducts short and long-term plan to meet c communications requirements. Responsible for the design and implementation of LANs/WANs using hub switching and router technology. Performs hardware/software analyses to provide comparative data of performance characteristics and suitability within the existing systems environment. Prepares tradeoff studies and evaluations for vendor equipment. Generates network monitoring/performance report, for LAN/WAN utilization studies. Recommends network design changes/enhancements for improved system availability and performance.

**Education:** A Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering or other related scientific or technical discipline. If applicable, shall be certified as network engineer for the specific network operating system as defined in the State task request. The certification criteria are determined by the network operating system vendor. An additional year of specialized experience may be substituted for the required education.

**General Experience:** Nine years experience in a computer-related field.

**Specialized Experience:** Seven years of progressive experience in planning, designing, implementation, and analyzing data or telecommunications networks. Must have experience with network analysis/management tools and techniques and be familiar with Personal Computers (PCs) in a client/server environment. Must be familiar with IT technology and long distance and local carrier management.

## 82. Junior Network Engineer

**Duties:** Perform similar duties as directed or instructed by the senior network engineer. Conduct studies pertaining to network configuration and monitor traffic patterns such as protocols and peak usage. Stays current with technological changes.

**Education:** A Bachelor's degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering or other related scientific or technical discipline. An additional year of specialized experience may be substituted for the required education.

**General Experience:** Five years experience in a computer-related field.

**Specialized Experience:** Three years of progressive experience in planning, designing, implementation, and analyzing data or telecommunications networks.

## 83. Network Administrator

**Duties:** Performs a variety of network management functions related to the operation, performance or availability of data communications networks. Experience with cable/LAN meters, protocol analyzers, SNMF' and RMON based software products. Knowledge of Ethernet, FDDI and high speed WANs and routers. Analyze client LANs/WANs, isolate source of problems, and recommend reconfiguration and implementation of new network hardware to increase performance. Advanced knowledge of network operating systems. Modifies command

language programs, network start up files, assigns/reassigns network device logicals, participates in load balancing efforts throughout the network to achieve optimum device utilization and performance. Establishes new user accounts on the network granting access to required network files and programs. Manages network Email functions. Establishes mailboxes and monitors mail performance on the network. Troubleshoots network/user problems, presents resolutions for implementation. Prepares a variety of network resource reports.

**Education and other Requirements:** An Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field, or two years of college or university study in Computer Science, Information Systems, Engineering or a related field. If applicable, should be certified as a network administrator for a specific network operating system as defined in the State task request. Certification criteria is determined by the network operating system vendor. An additional year of specialized experience may be substituted for the required education.

**General Experience:** Two years experience in a computer-related field.

**Specialized Experience:** One year of experience in one or more of the following areas: data communications engineering, data communications hardware or software analysis, network administration or management, data communications equipment installation and maintenance, or computer systems administration and management.

#### 84. Senior Network Technician

**Duties:** Adds or exchanges externally connected PC accessories and data communications equipment. Troubleshoots LANs/WANs and provides problem resolution for PC and data communications hardware. Adds or replaces boards, batteries, disks drives, and other PC components. Installs cabling for networks such as LANs and WANs. Attaches, detaches, or exchanges LAN cabling to workstations, servers, network devices, telecommunications and data communications equipment. Works independently, may provide supervision and guidance to 2 or more network technicians.

**Education:** An Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field; or Technical 'school certificate of completion in the data communications field including cable installation; or the equivalent military training. An additional year of specialized experience may be substituted for the required education.

**General Experience:** Seven years experience in a computer-related field.

**Specialized Experience:** Five years experience in the following areas: Installation, operation, and maintenance of data communication networks and devices.

#### 85. Junior Network Technician

**Duties:** Perform similar duties as directed or instructed by the senior network engineer. Adds or exchanges externally connected PC accessories and data communications equipment including cables, boards, batteries, disks drives, and other PC components. Attaches, detaches, or exchanges LAN cabling to workstations, servers, network devices, telecommunications and data communications equipment.

**Education:** An Associate's degree from an accredited college or university in Computer Science, Information Systems, Engineering or a related field; or Technical school certificate of completion in the data communications field including cable installation, or the equivalent military training. An additional year of specialized experience may be substituted for the required education.

**General Experience:** Three years experience in a computer-related field.

**Specialized Experience:** A minimum of two years of experiences installing and maintaining shared resources for communication networks and devices.

## 86. Network Security Engineer

**Duties:** Designs, develops, engineers, and implements solutions for projects such as biometrics, smart cards, Secure remote access, VPN, Intrusion detection, port scanning, web security and vulnerability assessments and remediation.

**Education:** A Bachelor's Degree from an accredited college or university with a major in Computer Science, Information Systems, Engineering, Business, or other related scientific or technical discipline. A Master's Degree in one of the above disciplines equals one-year specialized and two years general experience. An additional year of specialized experience may be substituted for the required education.

**General Experience:** This position requires a minimum of eight years of computer-related experience.

**Specialized Experience:** At least five years of specialized experience in defining computer security requirements for high-level applications, evaluation of approved security product capabilities, and security management.

## 87. Geographic Information Systems (GIS) Technician II

**Duties:** Performs systems analysis, design, programming, documentation, and implementation of complex GIS applications. Develops logical and physical geo-database designs; implements geo-databases, establishes recovery plans, and monitors geo-database performance. Write programs and develop user interfaces, menus, and macro-level commands to meet user needs in addition to performing simple spatial analyses and producing reports according to customer specifications. Assist in the development of geographic information systems which may link parcel maps or orthophotos with environmental data, historic data, transportation data and health data to produce maps or quantify information about the impacts of features on parcel ownership. Conducts geographic information system (GIS) program activities, utilizing GIS hardware and software to produce maps, spatial databases and thematic data (such as wetlands, road centerlines, cadastre, and historic sites). Creates, adjusts, corrects, converts and distributes base maps and thematic data. Digitize and maintain spatial databases of Maryland information; document procedures, validate data for accuracy and completeness, complete approved metadata forms and produce maps of the resulting information. Evaluate information and data from outside sources to determine the quality of the data. Provide geographic location coordinates from the GIS to facilitate spatial analysis and data manipulation, calculate distances and area of features and interpret legal descriptions and certify changes in boundary

lines. Act as a “consultant” to internal customers during their use, development and quality assessment of spatial databases.

**Education:** A Bachelor’s Degree from an accredited college or university in Geography, GIS Technology, Cartography, Computer Science, or related field with at least 9 credit hours in courses specifically related to GIS operation/management. A Masters Degree from an accredited college or university in Geography, GIS Technology, Cartography, Computer Science, or related field with at least 9 undergraduate credit hours in courses specifically related to GIS operation/management is preferred.

**Experience:** A minimum of three (3) years of professional experience in GIS, cartography, CADD, or a related field.

### 88. Geographic Information Systems Technician I

**Duties:** Conducts geographic information system (GIS) program activities, utilizing GIS hardware and software to produce maps, spatial databases and thematic data (such as wetlands, road centerlines, cadastre, and historic sites). Creates, adjusts, corrects, converts and distributes base maps and thematic data. Digitize and maintain spatial databases of Maryland information; document procedures, validate data for accuracy and completeness, complete approved metadata forms and produce maps of the resulting information. Evaluate information and data from outside sources to determine the quality of the data. Provide geographic location coordinates from the GIS to facilitate spatial analysis and data manipulation, calculate distances and area of features and interpret legal descriptions and certifies changes in boundary lines.

**Education:** Bachelor’s degree from an accredited college or university in Geography, GIS Technology, Cartography, Computer Science, Library Science or related field with at least 9 credit hours in courses specifically related to GIS operation/management.

**Experience:** A minimum of two (2) years of successful experience at the equivalent of the GIS Trainee level.

### 89. Geographic Information Systems Technician Trainee

**Duties:** Conducts geographic information system (GIS) program activities, utilizing GIS hardware and software to produce maps, spatial databases and thematic data (such as wetlands, road centerlines, cadastre, and historic sites). Creates, adjusts, corrects, converts and distributes base maps and thematic data. Digitize and maintain spatial databases of Maryland information; document procedures, validate data for accuracy and completeness, complete approved metadata forms and produce maps of the resulting information. Evaluate information and data from outside sources to determine the quality of the data. Provide geographic location coordinates from the GIS to facilitate spatial analysis and data manipulation, calculate distances and area of features and interpret legal descriptions and certifies changes in boundary lines.

**Education:** A high school diploma or equivalent.

**Experience:** One year of professional experience related to GIS, cartography, CADD, or a related field.

## 90. Geographic Information Systems Analyst

**Duties:** Write programs and develop user interfaces, menus, and macro-level commands to meet user needs in addition to performing simple spatial analyses and producing reports according to customer specifications. Assist in the development of geographic information systems which may link parcel maps or orthophotos with environmental data, historic data, transportation data and health data to produce maps or quantify information about the impacts of features on parcel ownership. Conducts geographic information system (GIS) program activities, utilizing GIS hardware and software to produce maps, spatial databases and thematic data (such as wetlands, road centerlines, cadastre, and historic sites). Creates, adjusts, corrects, converts and distributes base maps and thematic data. Digitize and maintain spatial databases of Maryland information; document procedures, validate data for accuracy and completeness, complete approved metadata forms and produce maps of the resulting information. Evaluate information and data from outside sources to determine the quality of the data. Provide geographic location coordinates from the GIS to facilitate spatial analysis and data manipulation, calculate distances and area of features and interpret legal descriptions and certify changes in boundary lines. Act as a “consultant” to internal customers during their use, development and quality assessment of spatial databases.

**Education:** A Bachelor’s Degree from an accredited college or university in Geography, GIS Technology, Cartography, Computer Science, or related field with at least 9 credit hours in courses specifically related to GIS operation/management. A Masters Degree from an accredited college or university in Geography, GIS Technology, Cartography, Computer Science, or related field with at least nine undergraduate credit hours in courses specifically related to GIS operation/management is preferred.

**Experience:** A minimum of two years of professional experience is required in GIS, cartography, CADD, or a related field without an appropriate college degree.

## 91. Geographic Information Systems Specialist

**Duties:** Conducts geographic information system (GIS) program activities, utilizing GIS hardware and software to produce maps, spatial databases and thematic data (such as wetlands, road centerlines, cadastre, and historic sites). Creates, adjusts, corrects, converts and distributes base maps and thematic data. Digitize and maintain spatial databases of Maryland information; document procedures, validate data for accuracy and completeness, complete approved metadata forms and produce maps of the resulting information. Evaluate information and data from outside sources to determine the quality of the data. Provide geographic location coordinates from the GIS to facilitate spatial analysis and data manipulation, calculate distances and area of features and interpret legal descriptions and certify changes in boundary lines. Act as a “consultant” to internal customers during their use, development and quality assessment of spatial databases.

**Education:** Bachelor’s Degree from an accredited college or university in Geography, GIS Technology, Cartography, Computer Science, or related field with at least 9 credit hours in courses specifically related to GIS operation/management.

**Experience:** Two (2) years of professional experience is required in GIS, cartography, CADD, or a related field without the appropriate college degree.

## 92. Wireless Systems Analyst

**Duties:** Define and develop Key Performance Indicators to measure Quality of Service of wireless voice & data services and end-to-end applications that run on top of wireless data bearers. Design and develop post-processing engines that extract and transform raw low-level performance data into aggregate metrics; automate and parameterize the process for large scale processing in an efficient and timely manner; build-in QC check-points for end-to-end quality verification. Analyze, trouble-shoot, and investigate normal and abnormal use-cases for voice and data services; trace anomalies to corresponding impact on key metrics.

**Education:** Bachelor's degree in Electrical Engineering, Computer Science, or related discipline is required. Graduate degree in the same is preferred.

**General Experience:** Minimum of 4 years of direct experience in development for wireless devices or wireless network equipment is required.

**Specialized Experience:** Detailed in-depth understanding of wireless systems architecture, protocols, and standards is required. Detailed knowledge of key wireless applications and services, including Voice, SMS, MMS, WAP/HTTP, and Push-To-Talk (PTT) is desired. Strong technical ability, communication skills, and ability to quickly learn new technologies are required.

## 93. Radio Frequency Engineer

**Duties:** The RF Engineer position is responsible for several components of the new site construction process as well as monitoring and maintaining the performance of existing sites. The components of the new construction process include: creating a search area, selecting a site candidate, filing forms with the FAA and FCC, ordering the necessary site hardware, filing extension agreements with neighboring carriers and frequency / PN planning. This position is also responsible for RF coverage, radio talk-path capacity, and organizing the logistics of cell site additions. The position also assists with budget preparations and performance troubleshooting.

**Education:** Bachelor's Degree in Radio Engineering or Electrical Engineering or related field or equivalent vocational education, training, and experience with formal training in use of relevant administrative & industry specific tools (i.e. computer software and Internet).

**Experience:** Point-to-point microwave systems and path analysis is mandatory. The following skills are desirable: 1) effective communication skills, 2) willingness to work in a team environment, 3) planning/organizational skills, 4) goal orientation, and 5) experience in radio communications.

## 94. Licensed Master Electrician

**Duties:** Identify malfunctions in electrical and electro-mechanical instruments. Repair non-functioning electrical and electro-mechanical instruments. Calibrate scientific and industrial instruments. Use established maintenance procedures for scientific and industrial instruments. Test input/output parameters of electrical/mechanical devices. Assemble electrical and electro-mechanical devices. Identify electrical/electro-mechanical components, devices or systems in

accordance with predetermined specifications. Present technical information in oral, written and graphic form, including use of microcomputers to manipulate content and access information.

**Education:** An Associate's degree from an accredited college or university in Electronics Technology or a related field; or Technical school certificate of completion in the electrical field; or the equivalent military training. An additional year of specialized experience may be substituted for the required education. Must have a master electrician license from the Maryland Board of Master Electricians.

**General Experience:** Seven years experience in the electronics or related field.

**Specialized Experience:** Five years experience in the following areas: design, construction, testing, installation, maintenance and repair of electronic systems.

## 95. Journeyman Electrician

**Duties:** Identify malfunctions in electrical and electro-mechanical instruments. Repair non-functioning electrical and electro-mechanical instruments. Calibrate scientific and industrial instruments. Use established maintenance procedures for scientific and industrial instruments. Test input/output parameters of electrical/mechanical devices. Assemble electrical and electro-mechanical devices. Identify electrical/electro-mechanical components, devices or systems in accordance with predetermined specifications. Present technical information in oral, written and graphic form, including use of microcomputers to manipulate content and access information.

**Education:** Associate's degree from an accredited college or university in Electronics Technology or a related field; or Technical school certificate of completion in the electrical field; or the equivalent military training. An additional year of specialized experience may be substituted for the required education. Must have a master electrician license from the Maryland Board of Master Electricians.

**General Experience:** Five years experience in the electronics or related field.

**Specialized Experience:** Three years experience in the following areas: design, construction, testing, installation, maintenance and repair of electronic systems.

## 96. Electricians Helper

**Duties:** Performs task assigned by the Foreman or Electrician with a minimum of supervision such as: terminate junction boxes; install required conduit and wiring including branch and feeder, above and below ground; install fixture connections and rough-ins; under supervision of the Foreman or an Electrician, operates a variety of electrical testing equipment in locating and determining types of electrical malfunctions; demonstrates basic knowledge of plans, drawings, specifications and work orders; and, conducts all tasks in a safe and efficient manner.

**Education:** High school diploma or equivalent. An Associate's degree from an accredited college or university in Electronics Technology or a related field; or Technical school certificate of completion in the electrical field; or the equivalent military training is preferred. An

additional year of specialized experience may be substituted for the required education. Must have a master electrician license from the Maryland Board of Master Electricians.

**General Experience:** One years experience in the electronics or related field.

**Specialized Experience:** Six months experience in the following areas: design, construction, testing, installation, maintenance and repair of electronic systems.

#### 97. Facilities Engineering Manager

**Duties:** Provides management and technical direction for facility, systems, and equipment repair, operation and maintenance. Provides oversight, strategic direction and technical support for the engineering, operation and maintenance of systems and subsystems.

**Education:** Bachelor's degree from an accredited college or university in civil, mechanical, industrial or facilities management engineering or other related field.

**General Experience:** This position typically requires 10 years of experience in facilities management or related field.

#### 98. Facility Operations Engineer

**Duties:** Provides engineering support for facility and infrastructure projects. Support includes project development, design, bid proposal, schedule development, and technical support. May also manage and direct personnel in the operation, maintenance and repair of facilities, systems and institutional equipment. Includes building, heating, ventilation and air conditioning (HVAC) systems, boiler systems, generator systems and electrical systems.

**Education:** Bachelor's degree from an accredited college or university in civil, mechanical, electrical, industrial or facilities management engineering or other related field.

**General Experience:** This position typically requires 8 years of experience in facilities management or related field.

#### 99. Lead Facilities Specialist

**Duties:** Oversees and directs daily activities involving the installation, operation, maintenance, and repair of facilities, institutional equipment and systems. This may include, but is not limited to high and low pressure steam plant boilers; security and fire systems; portable and installed generator sets, automatic transfer sets, and uninterruptable power supplies, batteries and associated electrical wiring/components; air handling units, pumps, exchangers and cooling towers; and, carpentry, painting, plumbing, electrical and mechanical activities. May perform various mechanical functions associated with diagnostics, dismantling, and repair of machines and mechanical equipment.

**Education:** High School diploma or equivalent, and knowledge of OSHA general safety standards related to work involving electrical and mechanical tasks in an industrial environment.

**General Experience:** This position typically requires 8 years of experience in facilities work or related field.

### 100. Facilities Specialist Level III

**Duties:** Performs installation, operation, maintenance, and repair of facilities, institutional equipment and systems. This may include, but is not limited to high and low pressure steam plant boilers; security and fire systems; portable and installed generator sets, automatic transfer sets, ancillary power distribution systems and uninterruptable power supplies, batteries and associated electrical wiring/components; air handling units, pumps, exchangers and cooling towers; and, carpentry, painting, plumbing, electrical and mechanical activities. May perform various mechanical functions associated with diagnostics, dismantling, and repair of machines and mechanical equipment.

**Education:** High School diploma or equivalent required.

**General Experience:** This position typically requires 5 years of experience in facilities work or related field.

### 101. Facilities Specialist Level II

**Duties:** Performs installation, operation, maintenance, and repair of facilities, institutional equipment and systems. This may include, but is not limited to high and low pressure steam plant boilers; security and fire systems; portable and installed generator sets, automatic transfer sets, ancillary power distribution systems, and uninterruptable power supplies, batteries and associated electrical wiring/components; air handling units, pumps, exchangers and cooling towers; and, carpentry, painting, plumbing, electrical and mechanical activities. May perform various mechanical functions associated with diagnostics, dismantling, and repair of machines and mechanical equipment.

**Education:** High School diploma or equivalent required.

**General Experience:** This position typically requires 2 years of related experience in facilities work or related field.

### 102. Facilities Specialist Level I

**Duties:** Performs installation, operation, maintenance, and repair of facilities, institutional equipment and systems. This may include, but is not limited to high and low pressure steam plant boilers; security and fire systems; portable and installed generator sets, automatic transfer sets, and uninterruptable power supplies, batteries and associated electrical wiring/components; air handling units, pumps, exchangers and cooling towers; and, carpentry, painting, plumbing, electrical and mechanical activities. May performs various mechanical functions associated with diagnostics, dismantling, and repair of machines and mechanical equipment.

**Education:** High School diploma or equivalent required.

**General Experience:** This position typically requires 1 year of experience in facilities work or related field.

### 103. Facility Operations Supervisor

**Duties:** Supervises personnel engaged in the operation, maintenance and repair of facilities, systems, and equipment.

**Education:** Associate's degree (ASCE, ASEE, ASET, ASME or other related field) or equivalent.

**General Experience:** This position typically requires 8 years of related experience in facility operations or related field.

### 104. Photographer

**Duties:** Responsible for photographing erected radio towers and providing photographic simulation through superimposition of an image of the towers at different locations.

**Education:** Associates Degree from an accredited college or university in Photography or related field or two (2) years of equivalent experience in a related field. A Bachelor's Degree is preferred.

**General Experience:** At least one (1) year of experience photographing radio towers or other tower structures and providing photographic simulation.

### 105. Audit Manager

**Duties:** Performs day-to-day management of overall contract support operations, possibly involving multiple audits and groups of personnel at multiple locations. Responsible for the overall direction and guidance of all ongoing audits for the State; responsible for audit report(s) and all findings contained therein; in coordination with the State's designated representative, assists with the collection of any amounts due to the State as a result of audits. Organizes, directs, and coordinates the planning and production of all contract support activities, including subcontractors. Develops work breakdown structures and prepares charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations.

**Education:** Bachelor's Degree from an accredited college or university in Accounting or other related discipline. A Master's degree is preferred.

**Experience:** At least four (4) years of telecommunications billing audit experience. Such experience must have included the supervision of other auditors engaged in the telecommunications billing audit process.

### 106. Audit Supervisor

**Duties:** Performs day-to-day management of assigned projects that involve teams of Lead Auditors and Staff Auditors. Primarily responsible for developing and overseeing the execution of the audit plan; regularly communicates with and reviews the work of on-site Lead and Staff Auditors and gives directions as appropriate; attends meetings with State representatives and is otherwise available to the State's representatives, as required. Organizes, directs, and coordinates the planning and production of all activities associated with assigned projects. Prepares and presents program level management products such as, work breakdown

structures, charts, tables, graphs, major milestone calendars and diagrams to assist in analyzing problems and making recommendations.

**Education:** Bachelor's Degree from an accredited college or university in Accounting or a related field.

**Experience:** At least two (2) years of telecommunications billing audit experience. Such experience must have included the supervision of other auditors engaged in the telecommunications billing audit process.

#### 107. Lead Auditor

**Duties:** Assists in developing the telecommunications billing audit plan; primarily responsible for the routine performance of the audit plan and in providing direction of assigned Staff Auditors; communicates on a regular basis with the State's designated representative on status and audit issues.

**Education:** Bachelor's Degree from an accredited college or university in Accounting or a related field.

**Experience:** At least two (2) years of telecommunications billing audit experience.

#### 108. Staff Auditor

**Duties:** Assists in the performance of telecommunications billing audits under the guidance and direction of a lead auditor and/or audit supervisor.

**Education:** Bachelor's Degree from an accredited college or university in Accounting or a related field.

**Experience:** At least one (1) year of telecommunications billing audit experience.

## **ATTACHMENT K – ASSESSMENT FOR NON-PERFORMANCE**

The additional remedies identified in this attachment shall not be construed to limit or restrict the State's application of any other remedies available under this Contract.

The term "total monthly collections under this Contract" used in A, B, and C below means the amount collected by the Offeror, including convenience fees and transactions fees, based upon the management reports submitted by the Offeror pursuant to Section 2.9.4.1.

In the case of the first month for which the enterprise becomes available or an application becomes available, the term "for the entire calendar month" refers to the portion of the month after the enterprise or application, as the case may be, first becomes available.

### **A. Enterprise Application Availability**

In concert with the Technical Requirements definitions in the RFP Section 2.15.A., for portal availability, the following shall define the SLA commitment for the State enterprise-wide availability:

Performance Standard: Enterprise available 99.9% of the scheduled uptime for the entire calendar month.

Assessment for non-performance: Failure to meet the above availability requirement for any month will result in a credit to the State of two percent (2%) of the total monthly collections under this Contract for such month.

### **B. Security Management**

In concert with the Technical Requirements definitions in the RFP Section 2.15.B. for security management, the following shall define the SLA commitment for Security Management:

Performance Standard: State Security Management identifies security breaches, attempted breaches, or attacks and Offeror takes corrective action within 2 hours of the occurrence.

Assessment for non-performance: Failure to meet the above security management requirement will result in a credit to the State for each occurrence, even if there is more than one occurrence in a month. For each occurrence, the credit shall be ten percent (10%) of the total fees collected by the Contractor under this Contract during the month of the occurrence(s).

### **C. Application Availability**

In concert with the Technical Requirements definitions in the RFP Section 2.15.C. for application availability, the following shall define the SLA commitment for the specific application availability:

Performance Standard: Applications provided by the Offeror shall be available to the customer 99.9% of the scheduled uptime for the entire calendar month.

Assessment for non-performance: Failure to meet the above application availability requirement will result in a credit to the State of two percent (2%) of the total monthly collections under this Contract, determined by taking into account only collections under the applications for which the failure occurred.

**ATTACHMENT L – AGENCY RECEIPT OF DELIVERABLE FORM**

I acknowledge receipt of the following:

Title: **Project Name for WO Agreement**

WO Agreement Number: **#ADPICS PO**

Title of Deliverable: \_\_\_\_\_

WO Agreement Reference Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

Name of WO Manager: **WO Manager**

\_\_\_\_\_  
WO Manager Signature

\_\_\_\_\_  
Date Signed

Name of Client WO Manager: \_\_\_\_\_

\_\_\_\_\_  
Client WO Mgr Signature

\_\_\_\_\_  
Date Signed

**ATTACHMENT M – AGENCY ACCEPTANCE OF DELIVERABLE FORM**

Agency Name: **WO Requesting Agency**  
Title: **WO Agreement Name**  
WO Manager: **WO Manager and Phone Number**

**To:**

The following deliverable, as required by WO Agreement #**ADPICS PO**, has been received and reviewed in accordance with the WO Agreement.

Title of deliverable: \_\_\_\_\_

WO Agreement Reference Number: Section # \_\_\_\_\_

Deliverable Reference ID # \_\_\_\_\_

This deliverable:

Is accepted as delivered.

Is rejected for the reason(s) indicated below.

REASON(S) FOR REJECTING DELIVERABLE:

OTHER COMMENTS:

\_\_\_\_\_  
WO Manager Signature

\_\_\_\_\_  
Date Signed