**STATE OF VERMONT SOLICITATION**

**PURSUANT TO AUTHORIZING AGREEMENT (ITS75 and/or NASPO)**

**PROJECT TITLE: Insert project title**

**STATE PURCHASER: Agency of Digital Services on behalf of Agency/Dept**

**ISSUE DATE: Month, DD, YYYY**

**QUESTIONS DUE: Month, DD, YYYY – TIME (EST)**

**BIDDER RESPONSES DUE BY: Month, DD, YYYY – 4:30 PM (EST)**

**STATE CONTACT:** [**SOV.ITContractingBids@vermont.gov**](mailto:SOV.ITContractingBids@vermont.gov)

Questions and Bidder Responses must be submitted by email to the above State Contact for this Solicitation and include the Project Title in the subject line of the email.

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\***

**CIO APPROVAL**

**This Solicitation is approved for issuance by the Vermont Chief Information Officer/Secretary of the Agency of Digital Services.**

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CIO Approval Date

1. **OVERVIEW:**
   1. **SCOPE AND BACKGROUND:** Through this Solicitation the State Purchaser indicated on the front page (hereinafter the “State”) seeks to execute an order with one or more eligible bidders who have agreed with the State of Vermont to make available for purchase the products and/or services checked below pursuant to the pricing and terms and conditions of bidder’s existing participating addendum with the State of Vermont under the ITS75 and/or NASPO Cloud multistate purchasing programs.

**Software Related Services**

**Cloud Services**

SaaS

IaaS

PaaS

Detailed requirements concerning the products/services sought by this Solicitation are set forth in Section 2, below.

* 1. **AUTHORIZING AGREEMENT:** This Solicitation is open only to eligible bidders that have an executed agreement with the State of Vermont that authorizes purchases of the products/services desired by the State under one (or both) of the following purchasing programs (“Authorizing Agreement”):

ITS75 Multistate Software and Services

NASPO Master Agreement for Cloud Solutions (2016 - 2026)

Pursuant to the Authorizing Agreement, bidder agrees to make available to the State the desired products and/or services subject to the pricing and terms and conditions established by the Authorizing Agreement. Bidder must clearly identify its Authorizing Agreement when responding to this Solicitation. Responses must conform in all manners to the terms and conditions of the Authorizing Agreement.

* 1. **TERM OF ORDER DOCUMENT:** Procurements arising from this Solicitation will be for a period ofMONTHS/YEARS. The State shall have the option to renew the term for up to two additional twelve-month periods.
  2. **SINGLE POINT OF CONTACT:** All communications concerning this Solicitation are to be addressed in writing to the State Contact listed on the front page of this Solicitation. Actual or attempted contact with any other individual from the State concerning this Solicitation is strictly prohibited and may result in disqualification.
  3. **QUESTION AND ANSWER PERIOD:** Any bidder requiring clarification of any section of this Solicitation must email specific questions to the State Contact indicated on the front page of this Solicitation. Questions or comments not raised in writing on or before the deadline question indicated on the front page of this Solicitation are thereafter waived. A copy of all questions or comments and the State's responses will be made available to all eligible bidders as soon as possible after the question period ends, contingent on the number and complexity of the questions.
  4. **CHANGES TO THIS SOLICITATION:** Any modifications to this Solicitation will be made in writing by the State through the issuance of an Addendum and emailed to all eligible bidders. Verbal instructions or written instructions from any other source are not to be considered.

1. **DETAILED REQUIREMENTS/:** The State of Vermont solicits bids to meet the following business need(s): 
   1. **DESIRED OUTCOMES/PURPOSE**
   2. **EXISTING TECHNOLOGY ENVIRONMENT**
   3. **REQUIREMENTS**
      1. Knowledge requirements include:
      2. Functional requirements include:
      3. Non-Functional requirements include:
   4. **DATA CLASSIFICATION.** The State has indicated in the **VT** **Exhibit - Data Types** attached to this Solicitation the types of data that will be accessed, processed, and/or stored by the requested products and/or services. This exhibit must be completed, signed, and submitted as part of a bidder’s response to this Solicitation. The exhibit submitted by the selected bidder(s) will form part of the Order Document resulting from this Solicitation.
   5. **SOFTWARE RELATED SERVICES.** Required services are as described in the attached **VT Exhibit - Software Related Services** and this exhibit shall form part of the Order Document and apply to any services procured by the State resulting from this Solicitation.
2. **GENERAL REQUIREMENTS:**
   1. **PRICING:** Bidders must price the terms of this Solicitation at their best pricing consistent with or better than pricing in the Authorizing Agreement. The pricing submitted by bidder must (i) be clearly structured, accountable, and auditable and (ii) cover the full spectrum of products and/or services required.
   2. **STATEMENT OF RIGHTS:** The State reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. Failure of bidder to respond to a request for additional information or clarification could result in rejection of that bidder’s proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.
      1. **Best and Final Offer (BAFO).** At any time after submission of responses and prior to the close of the solicitation activity, the State may invite bidder(s) to provide a BAFO. The State reserves the right to request BAFOs from only those bidders that meet the minimum qualification requirements and/or have not been eliminated from consideration during the evaluation process.
   3. **METHOD OF AWARD:** Awards, or the determination to terminate this solicitation without award, will be made in the best interest of the State and consistent with the goals and requirements outlined in this Solicitation.  The State may award one or more contracts and reserves the right to make additional awards to other compliant bidders at any time if such award is deemed to be in the best interest of the State.
      1. **Evaluation Criteria:** Consideration shall be given to the bidder’s project approach and methodology, qualifications and experience, ability to provide the services within the defined timeline, cost, and/or success in completing similar projects, as applicable, and to the extent specified below.
   4. **EXECUTING AN ORDER DOCUMENT**: Upon completion of the evaluation process, the State may select one or more bidders with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the State. The selected bidder(s) will be expected to sign a **State of Vermont Order Document** in the form included with this Solicitation. In the event State is not successful in negotiating a contract with a selected bidder, the State reserves the option of negotiating with another bidder or cancel the solicitation.
   5. **COST OF PREPARATION:** Bidder shall be solely responsible for all expenses incurred in the preparation of a response to this Solicitation and shall be responsible for all expenses associated with any presentations or demonstrations associated with this request and/or any proposals made.
   6. **Demonstration:** An in-person or webinar demonstration by the bidder may be required by the State if it will help the State’s evaluation process. The State will factor information presented during demonstrations into the evaluation. Bidder will be responsible for all costs associated with the providing the demonstration.
   7. **Independent Review:** Certain State information technology projects require independent expert review as described under 3 V.S.A. § 3303(d). Such review, if applicable, will inform the State’s decision to award any contract(s) resulting from this Solicitation.
3. **CONTENT AND FORMAT OF RESPONSES:** Responses must include a Cover Letter, a Quote, and a Technical Response.
   1. **COVER LETTER:** Bidders shall submit a signed letter acknowledging the terms and conditions of the Authorizing Agreement and the SOV Ordering Document included with this Solicitation.
      1. Confidentiality. All responses to this Solicitation will become part of the contract file and will become a matter of public record under the State’s Public Records Act, 1 V.S.A. § 315 et seq. (the “Public Records Act”). If your response must include material that you consider to be proprietary and confidential under the Public Records Act, your cover letter must clearly identify each page or section of your response that you consider proprietary and confidential. Your cover letter must also include a written explanation ***for each marked section*** explaining why such material should be considered exempt from public disclosure in the event of a public records request, pursuant to 1 V.S.A. § 317(c), including the prospective harm to the competitive position of the bidder if the identified material were to be released. Additionally, you must include a redacted copy of your response for portions that are considered proprietary and confidential. Redactions must be limited so that the reviewer may understand the nature of the information being withheld. It is typically inappropriate to redact entire pages, or to redact the titles/captions of tables and figures. Under no circumstances may your entire response be marked confidential, and the State reserves the right to disqualify responses so marked.
   2. **QUOTE:** Bidders shall submit a Quote document specifying the following information. For the selected bidder(s), the Quote document will form part of the Order that results from this Solicitation.
      1. For Cloud Services:
         1. Product Name
         2. License type and quantity (or other applicable license metrics)
         3. Service Period
         4. Per unit and aggregate pricing information
      2. For Software Related Services:
         1. Indicate each of the services pertaining to delivery or use of the software (e.g. configuration, customization, training, etc.)
         2. Proposed Services – Work Plan

a) Proposed Services: A description of the Contractor’s proposed services to accomplish the specified work requirements, including dates of completion.

b) Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.

c) Proposed Tools: A description of proposed tools that may be used to facilitate the work.

d) Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. Must include deliverables specified in SOW-RFP as well as other deliverables that may be proposed by Contractor.

e) Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.

* + - 1. Proposed Personnel

a) Identify all personnel by name and skill set who will be working on the project, include resumes

b) Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications to complete the work as required.

c) Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under the Agreement.

* + - 1. Detail the applicable pricing for services consistent with the Authorizing Agreement.
    1. Quotes shall identify any prompt-payment discounts applicable.
    2. Quotes shall include all terms and conditions applicable to the products and/or services requested.
  1. **TECHNICAL RESPONSE.** Bidders shall submit a Technical Response document that addresses the following:
     1. If bidder is reselling the quoted products or services:
        1. Provide details concerning the product/service provider’s form of business organization, company size and resources.
        2. Describe the product/service provider’s capabilities and particular experience relevant to the requirements set forth in this Solicitation.
        3. Identify the product/service provider’s current or past State projects.
     2. Identify the names of all subcontractors proposed to provide the products/services, the portions of the work the subcontractors will perform, and address the background and experience of the subcontractor(s), as per section 4.4.1 above. For Quotes exceeding $250,000, complete the attached **VT Exhibit - Workers Classification Compliance Requirement** and include it with the Technical Response. The State reserves the right to request that bidder(s) submit an updated exhibit prior to execution of any Order Document resulting from this Solicitation.
     3. Indicate whether, or not, your proposal requires data produced or acquired in connection with the provision of the requested products/services to be processed or stored outside the continental United States.
     4. Provide the names, addresses, and phone numbers of at least three companies with whom you (or if bidder is a reseller, the product/service provider) have transacted similar business in the last 12 months. You must include contact names who can talk knowledgeably about performance.
     5. Provide a sample of any reporting documentation that may be applicable to the Detailed Requirements of this Solicitation.
     6. Indicate whether, or not, any of the products/services included in your proposal incorporate, rely upon, utilize, or are in any manner supported by any of the branded products listed under ***State of Vermont Cybersecurity Standard 19-01***, available on-line at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>.

1. **SUBMISSION INSTRUCTIONS:**
   1. Bids must be received by the due date specified on the front page of this Solicitation. Late bids will not be considered. There will not be a public bid opening. However, the State will record the name, city and state for any and all bids received by the due date.
   2. Proposals must be submitted by email to: [SOV.ITContractingBids@vermont.gov](mailto:SOV.ITContractingBids@vermont.gov) . The email submission must include the Project Title(from the front page of this Solicitation)in the subject line of the email.
   3. Bids must consist of a single email with a single, digitally searchable PDF attachment containing all components of the bid. Multiple emails and/or multiple attachments will not be accepted. There is an attachment size limit of 40 MB. It is the Bidder’s responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation.
2. **ATTACHMENTS:**
   1. **VT Exhibit - Worker Classification Compliance Requirement**
   2. **VT Exhibit** **- Data Types**
   3. **VT Exhibit - Software Related Services (not applicable if omitted)**
   4. **State of Vermont Ordering Document** available on-line at: <https://bgs.vermont.gov/content/its75-software-services-contracts>

**VT Exhibit - Worker Classification Compliance Requirement**

**SOLICITATION/PROJECT TITLE: \_\_\_\_\_\_\_\_**

**DATE: \_\_\_\_\_\_**

1. **Worker Classification Compliance Requirement:** In accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), the following provisions and requirements apply to Bidder when the amount of its bid exceeds $250,000.00.

**Self-Reporting.** Bidder hereby self-reports the following information relating to past violations, convictions, suspensions, and any other information related to past performance relative to coding and classification of workers, that occurred in the previous 12 months.

|  |  |  |
| --- | --- | --- |
| **Summary of Detailed Information** | **Date of Notification** | **Outcome** |
|  |  |  |
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1. **Subcontractor Reporting.** In accordance with Act 54, Section 32 of the Acts of 2009 and for total project costs exceeding $250,000.00, Bidder will provide to the State a list of all proposed subcontractors and subcontractors’ subcontractors, together with the identity of those subcontractors’ workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54), and Bidder will provide any update of such list to the State as additional subcontractors are hired. Bidder further acknowledges and agrees that the failure to submit subcontractor reporting in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54) will constitute non-compliance and may result in cancellation of contract and/or restriction from bidding on future state contracts.

Include additional pages if necessary. This is not a requirement for subcontractor’s providing supplies only and no labor to the overall contract or project.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Subcontractor** | **Insured By** |  | **Subcontractor’s Sub** | **Insured By** |
|  |  |  |  |  |
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Vendor Signature: Contact Name:

**<End of Worker Classification Compliance Requirement>**

**VT EXHIBIT - DATA TYPES**

Software and services must adhere to applicable State and Federal standards, policies, and laws based on the type of data that will be stored, accessed, transmitted, and/or processed by the software and/or services. If the “Type of Data” column is checked below, respond “Yes” or “No” in the “Comply” column and provide an explanation on how the software and/or services comply in the “Vendor’s Description of Compliance” column.

|  |  |  |  |
| --- | --- | --- | --- |
| **Type of Data** | **Applicable State & Federal**  **Standards, Policies, and Laws** | **Comply** | **Vendor’s Description**  **of Compliance** |
| ☒ Publicly available information | * [NIST 800-171](https://csrc.nist.gov/publications/detail/sp/800-171/rev-1/final) |  |  |
| ☐ Confidential Personally Identifiable Information (PII) | * [State law on Notification of Security Breaches](http://legislature.vermont.gov/statutes/section/09/062/02435) * [State Law on Social Security Number Protection](http://legislature.vermont.gov/statutes/section/09/062/02440) * [State law on the Protection of Personal Information](https://legislature.vermont.gov/statutes/fullchapter/09/062) * National Institute of Standards & Technology:  [NIST SP 800-53](https://nvd.nist.gov/800-53) Revision 4 “Moderate” risk controls * [Privacy Act of 1974, 5 U.S.C. 552a](https://www.justice.gov/opcl/privacy-act-1974). |  |  |
| ☐ Payment Card Information | * [Payment Card Industry Data Security Standard (PCI DSS)](https://www.pcisecuritystandards.org/document_library?category=pcidss&document=pci_dss) v 3.2 |  |  |
| ☐ Federal Tax Information | * Internal Revenue Service Tax Information Security Guidelines for Federal, State and Local Agencies: [IRS Pub 1075](https://www.irs.gov/privacy-disclosure/safeguards-program) |  |  |
| ☐ Personal Health Information (PHI) | * Health Insurance Portability and Accountability Act of 1996: [HIPAA](https://www.hhs.gov/hipaa/for-professionals/privacy/index.html) * The Health Information Technology for Economic and Clinical Health Act [HITECH](https://www.hhs.gov/hipaa/for-professionals/special-topics/hitech-act-enforcement-interim-final-rule/index.html) * [Code of Federal Regulations 45 CFR 95.621](https://www.govinfo.gov/app/collection/cfr/2017/title45) |  |  |
| ☐ Affordable Care Act  Personally Identifiable  Information (PII) | * Internal Revenue Service Tax Information Security Guidelines for Federal, State and Local Agencies [IRS Pub 1075](https://www.irs.gov/privacy-disclosure/safeguards-program) * Minimum Acceptable Risk Standards for Exchanges [MARS-E 2.0](https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/)(Scroll down the page) |  |  |
| ☐ Medicaid Information | * Medicaid Information Technology Architecture [MITA3.0](https://www.medicaid.gov/medicaid/data-and-systems/mita/mita-30/index.html) * [Code of Federal Regulations 45 CFR 95.621](https://www.govinfo.gov/app/collection/cfr/2017/title45) |  |  |
| ☐ Prescription Information | * [State law on the Confidentiality of Prescription Information](http://legislature.vermont.gov/statutes/section/18/091/04631) |  |  |
| ☐ Student Education Data | * Family Educational Rights and Privacy Act:  [FERPA](http://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html) |  |  |
| ☐ Personal Information from Motor Vehicle Records | * [Driver’s Privacy Protection Act](https://www.congress.gov/bill/103rd-congress/house-bill/3355/text) (Title XXX) (“DPPA”) 18 U.S.C. Chapter 123, §§ 2721 – 2725 |  |  |
| ☐ Criminal Records | * Criminal Justice Information Security Policy:  [CJIS](https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view) |  |  |
| ☐ Other:  *describe* | *[List what’s applicable or delete this line.]* |  |  |

Vendor acknowledges and agrees the above Data Types are applicable to the products and/or services to be provided and that the products and services provided can and will meet in all respects the corresponding standards, policies and laws as indicated:

Vendor SignatureDate

**VT Exhibit – SOFTWARE RELATED SERVICES**

**1. DEFINITIONS**

The following terms shall have the following meanings. All other terms used in this SOW shall have the meaning ascribed to them in the other documents that constitute the Agreement.

**“Deliverable”** means any work product that Contractor delivers for the purposes of fulfilling its obligations to [AGENCY].

**“Task”** means a material activity engaged in by Contractor for the purpose of fulfilling its obligations to [AGENCY].

**“Task Order”** means an amendment to this SOW that specifies Tasks or Deliverables to be completed by Contractor within a specified time period.

**2. EFFECTIVE DATE AND TERM**

This SOW’s term (the “Term”) begins on the date on that it is executed by both parties (the “Effective Date”) and shall terminate on [INSERT END DATE] (“Termination Date”) unless extended or renewed via written amendment executed by the parties.

**3. PROJECT BACKGROUND AND OVERVIEW**

[Provide background and high-level overview of project.]

**4A. TIME AND MATERIALS SERVICES**

This Section describes the general Tasks and Deliverables to be completed by the Contractor. A Task or Deliverable will be considered “complete” when all the acceptance criteria set forth in this SOW have been met. All written work product shall be delivered in a format specified by [AGENCY]. All meetings shall be held on-premises at the address of [AGENCY], unless agreed to otherwise by the Project Managers.

**TABLE 1A: TASKS AND DELIVERABLES**

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| --- | --- | --- |
| **Task/Deliverable Name** | **Metrics of Acceptance** | **Estimated Completion Date** |
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For the Time and Materials Services, Contractor shall complete the work described in Table 1A or in the relevant Task Order, and as scheduled through [weekly] planning meetings. Contractor will submit [weekly] reports to the [AGENCY] PM detailing the hours worked by each Named Resource. The weekly reporting must show actual resource hours worked against assigned Tasks and/or Deliverables and a description of completed Tasks or progress toward completion. Contractor will also report [weekly] to the [AGENCY] PM its expected work effort the forthcoming week, showing each Named Resource’s expected level of effort. Prior review and authorization of each report by the [AGENCY] PM is required to authorize any work by the Named Resource.

**4B. FIXED PRICE TASKS AND DELIVERABLES**

In addition to the Time and Materials services detailed above, this Section describes the Tasks to be completed by the Contractor, the Deliverables to be provided by the Contractor, and a timeline for delivery. A Task or Deliverable will be considered “complete” when all the acceptance criteria set forth in this SOW have been met. All written Deliverables shall be delivered in a format specified by [AGENCY]. All meetings shall be held on-premises at the address of [AGENCY], unless agreed to otherwise by the Project Managers.

For the Fixed Price Tasks and Deliverables of this Agreement, Contractor shall perform Tasks and deliver Deliverables in conformance with the Description and Metrics of Acceptance on or before the Due Dates set forth in Table 1B. Upon acceptance by [AGENCY] of the Deliverables or Tasks, the amounts specified in Table 1B associated with each Deliverable or Task shall be payable to Contractor.

**TABLE 1B: FIXED PRICE TASKS AND DELIVERABLES**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Number** | **Name** | **Description and Metrics of Acceptance (Refer to Attachments if needed)** | **Due Date** | **Amount Due** |
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| **TOTAL** | | | |  |

**5 KEY PERSONNEL**

**5.1 Project Manager(s)**

[NAME] ([email address], [phone number]) will serve as the [AGENCY] Project Manager (“PM”) and will: (i) work closely with the Contractor PM to ensure successful completion of the project; (ii) consult with Contractor PM to develop the Project Management Plan; (iii) review weekly status reports and schedule weekly meetings with Contractor, as necessary; (iv) coordinate participation from other agencies and/or vendors as required during the engagement; (v) acquire [AGENCY] project team members as needed; and (vi) coordinate [AGENCY]’ review of the Tasks and weekly report, and sign an acceptance form to signify acceptance for each accepted weekly report.

[OPTIONAL: [NAME] ([email address], [phone number]) will serve as the [AGENCY] Technical Project Manager (“Technical PM”) and will: (i) work closely with the [AGENCY] PM and Contractor PM to ensure successful completion of the project; (ii) consult with the [AGENCY] PM and Contractor PM to develop the Project Management Plan; and (iii) serve as a technical resource for Contractor PM and Contractor personnel.]

[OPTIONAL: [NAME][email address][phone number]] will serve as the [OTHER AGENCY] Project Manager (“PM”) and will: (i) work closely with the [AGENCY] and Contractor PM to ensure successful completion of the project; (ii) consult with the [AGENCY] and Contractor PM to develop the Project Management Plan; (iii) review [weekly] status reports and schedule [weekly] meetings with Contractor, as necessary; (iv) coordinate participation from other agencies and/or vendors as required during the engagement; (v) acquire [Agency Abbreviation] project team members as needed; and (vi) coordinate [Agency Abbreviation]’s review of the Deliverables and sign an acceptance form to signify acceptance for each accepted Deliverable.

**5.2 Contractor Project Manager**

[NAME] ([email address], [phone number]) will serve as the Contractor Project Manager (the “Contractor PM”) and will (i) be responsible for administering this SOW and the managing of the day-to-day operations under this SOW, (ii) serve as an interface between the [AGENCY] PM and all Contractor personnel participating in this engagement; (iii) develop and maintain the Project Management Plan in consultation with the [AGENCY] PM; (iv) facilitate regular communication with the [AGENCY] PM, including weekly status reports/updates, and review the project performance against the project plan and facilitate weekly project status meetings for the duration of the engagement; (v) update the Project Management Plan on a weekly basis and distribute it at weekly meetings for the duration of the engagement; (vi) sign acceptance forms to acknowledge receipt; and (vii) be responsible for the management and deployment of Contractor personnel.

The [AGENCY] PM and Contractor PM bear the primary responsibility for issue resolution. If an issue cannot be resolved by the PMs, the [AGENCY] PM shall escalate to [NAME] and the Contractor PM shall escalate to [NAME]. The PMs shall be responsible for coordinating a meeting with [AGENCY] and Contractor leadership to review and resolve any issues.

**5.3 Contractor Personnel**

Contractor shall assign each of the following Names Resources to this SOW in accordance with Table 2. If a change to the assigned personnel is necessary, the Contractor PM will provide a written change request at least two weeks prior to the change to the [AGENCY] PM. The [AGENCY] PM may reject or accept such change. The [AGENCY] PM may terminate use of any Named Resource by providing five (5) days written notice to the Contractor PM. If termination is for cause, or for a violation of a term of this Agreement, [AGENCY] may terminate use of the Named Resource effective immediately by providing written notice to the Contractor PM.

Contractor shall take full responsibility for project management and shall obtain [AGENCY]’s written pre-approval for the use of any subcontractor(s). Contractor shall ensure any subcontractor(s) providing work under this SOW comply with all terms of the Agreement and Contractor shall be responsible for the performance, acts, and omissions, of each such subcontractor.

**TABLE 2: TIME AND MATERIALS RATES**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Named Resource** | **Role / Title** | **Hourly Rate** | **Estimated Number of Hours** | **Estimated Cost** |
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|  |  |  |  |  |
| **TOTAL ESTIMATED COST** | | | |  |
| **TOTAL NOT TO EXCEED AMOUNT** | | | |  |

**6. ACCEPTANCE OR REJECTION PROCESS**

Time and Materials

The Contractor PM will submit each weekly report to the [AGENCY] PM. [AGENCY] will review each weekly report and approve these reports based on satisfactory work performance by each Named Resource, satisfactory completion of Tasks listed in Table 1A or in the relevant Task Order, and fulfillment of Metrics of Acceptance in this Agreement.

Within five (5) business days of each weekly report, the [AGENCY] PM will notify the Contractor PM, in writing, of acceptance or rejection. A rejection will include a written description of any relevant defects or issues. If the [AGENCY] PM does not respond with acceptance or rejection within five (5) business days of receipt, the Contractor PM shall provide a reminder notice to the [AGENCY] PM. Upon receipt of rejection, Contractor will act diligently to correct the specified defects or issues.

Fixed Price

The Contractor PM will submit each Deliverable to the [AGENCY] PM on or before the Due Date specified in Table 1B. [AGENCY] will review each Deliverable and determine whether it has met in all material respects the criteria established in this Agreement.

Within ten (10) business days of receipt of each Deliverable, the [AGENCY] PM will notify the Contractor PM, in writing, of acceptance or rejection. A rejection will include a written description of the defects of the Deliverable. If the [AGENCY] PM does not respond with acceptance or rejection within ten (10) business days of receipt, the Contractor PM shall provide a reminder notice to the [AGENCY] PM. Upon receipt of rejection of a Deliverable, Contractor will act diligently to correct the specified defects and deliver an updated version of the Deliverable to the [AGENCY] PM. Acceptance or rejection of the updated version of the Deliverable will be subject to the process described in this paragraph.

Following any acceptance of a Deliverable which requires additional work to be entirely compliant with the pertinent specifications, and until the next delivery, Contractor will use reasonable efforts to provide a prompt correction or workaround.

**7. PAYMENT TERMS**

Time and Materials

Contractor shall provide a bi-weekly invoice to the [AGENCY] PM for the actual hours worked per week of the Named Resource identified in Table 2 or in the relevant Task Order. Each invoice must include resource names, dates of service, and the hours worked and approved for each date of service. The [AGENCY] PM will review and approve these invoices based on satisfactory work performance by each Named Resource, satisfactory completion of Tasks listed in Table 1A or in the relevant Task Order, and fulfillment of Metrics of Acceptance in this Agreement. Approved invoices will be payable by [AGENCY] in accordance with the **State**’s bill-paying policies.

Fixed Price

A Deliverable or Task will be considered “completed” when the [AGENCY] PM has accepted the Deliverable or Task in accordance with Section 7 of this SOW. Contractor shall issue invoices to [AGENCY] for the Deliverables or Tasks that are completed (each, a “Valid Invoice”). Valid invoices shall be payable by [AGENCY] in accordance with the **State**’s bill-paying policies.

**Retainage**

In the discretion of the State, a contract resulting from this RFP may provide that the State withhold a percentage of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.

**8. AMENDMENTS TO THE SOW**

The SOW may be amended prior to the end of the Term. The PM who would like to request a change will provide the suggested amendment in writing to the other party’s PM. The PMs will jointly determine whether the change impacts any terms contained within the Agreement. The parties may mutually agree to the change through a written signed amendment to the SOW.

**9. ADDITIONAL CONTRACTOR REQUIREMENTS**

[Include any additional privacy / security requirements based on data being accessed or used by Contractor. Include additional technical specifications, support terms, etc. Refer to attached documents if needed.

e.g. Any personnel providing services under this SOW who will have access to [AGENCY]’s premises and/or systems will be subject to [AGENCY]’s background screening requirements prior to commencement of such services.]

**10. TOTAL COSTS**

Unless otherwise agreed to by the parties in the form of an executed written amendment hereto, the total amount payable to Contractor by [AGENCY] is as follows:

For Time and Materials Work: Not to exceed XXXXX USD

For Fixed Price Deliverables and TASKS: XXXX USD