Attachment D2: Form SOW Agreement

**STATEMENT OF WORK AGREEMENT**

SOW-AGREEMENT #\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

SOW-RFP PROJECT TITLE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

PRE-QUALIFICATION CONTRACT # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Master Agreement”)

This is a Statement of Work Agreement (“SOW Agreement”) between the State of Vermont, [CONTRACTING AGENCY] (hereafter called “State”) and \_\_\_\_\_\_\_\_\_\_\_\_\_., with principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereafter called “Contractor”). This SOW Agreement is entered into in accordance with the above-identified Master Agreement. This SOW Agreement shall supplement the Master Agreement and the parties acknowledge and agree that all of the terms and conditions of the Master Agreement are hereby incorporated by reference into this SOW Agreement.

1. **Time for Performance**

The term of this SOW Agreement shall begin on \_\_\_\_\_\_\_\_\_ and end on \_\_\_\_\_\_\_\_\_\_ (the “Initial Term”). The Initial Term may be extended as the parties may agree. The State may terminate this SOW for convenience upon thirty days prior written notice to the Contractor. If the Master Agreement should expire or otherwise terminate prior to the end of the term of this SOW Agreement, this SOW Agreement shall continue to the end of its existing term, unless or until terminated in accordance with the terms of this SOW Agreement, and the Parties acknowledge and agree that the terms of the Master Agreement shall survive and apply to this SOW Agreement.

1. **Scope of Work**

The Contractor shall, in full satisfaction of the specific requirements of this SOW Agreement, provide the services set forth herein.  These services shall be provided in accordance with the Master Agreement and this SOW Agreement.

**Additional Attachments and/or Assurances Applicable to this Work:**

List clauses here and/or cross reference to the attachments included with this SOW, consistent with the items noticed in the SOW RFP section “Additional Attachments/Assurances”. Otherwise, remove this section if not applicable.

**In Scope:**

XXXXXXXXXX

**Deliverables and Services Produced**

XXXXXXXXXXX

**Phases (Remove or add if not needed)**

XXXXXXXXX

**Approach (modify as needed)**

Contractor shall provide a project manager to work as the primary point of contact with the State. As a part of its project management duties, the Contractor Project Manager will attend an agreed upon number of informational and status meetings and, when appropriate, call and lead such meetings. Such meetings may include the Project Management Team, the Contract Administrator, other consultants, elected officials, and other stakeholders as designated by the State. The Contractor Project Manager shall work directly with the State Project Manager to define, manage, and control the project scope, timeline, issue escalation and resolution processes. Contractor shall deliver written status reports on a weekly basis.

Status information shall include, at a minimum: all planned tasks accomplished, planned tasks that are incomplete, or behind schedule in the previous week (with reasons given for those behind schedule); all tasks planned for the upcoming two weeks; an updated status of tasks (entered into the project plan and attached to the status report – e.g., percent completed, resources assigned to tasks, etc.); and the status of any corrective actions undertaken. The report will also contain items such as the current status of the project’s technical progress and contractual obligations; achievements to date; risk management activities; unresolved issues; requirements to resolve unresolved issues; action items; problems; installation and maintenance results; and significant changes to Contractor’s organization or method of operation, to the project management team, or to the deliverable schedule, where applicable.

In addition, Contractor will create and routinely update the project plan, if any, to reflect changes in the nature and timing of project activities, all changes being subject to the State Project Manager’s approval. Project deliverables and activities will be subject to the State’s quality management process to be defined by the State prior to the project kick-off.

**SOV Responsibilities (modify as needed)**

XXXXXXX

**ORGANIZATION (modify as needed)**

XXXXXXXX

**PAYMENT PROVISIONS**

1. The maximum amount payable under this SOW Agreement is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Payments of invoices shall be made in accordance with the payment provisions in the Master Agreement as further supplemented herein.
2. Contractor shall submit invoices to: INSERT STATE ADDRESS FOR INVOICING.
3. **Invoices shall include the SOW Agreement # and Master Agreement # which appear atop the first page of this SOW Agreement.**
4. DELETE SECTION OR REVISE TABLE AS NEEDED For fixed price deliverables, Contractor shall be paid in accordance with the payment schedule included below. Amount shall be inclusive of any and all Contractor costs and expenses.

|  |  |  |
| --- | --- | --- |
| **SERVICES** | **Deliverable Deadline** | **Invoice Amount** |
| Deliverable A |  |  |
| Deliverable B |  |  |
| Deliverable C |  |  |
| Deliverable D |  |  |

1. DELETE SECTION OR REVISE HIGHLIGHTED AREAS AS NEEDED For services performed on a time and materials basis, Contractor shall be paid in accordance with the schedule of rates set forth in the Master Agreement, which may be set forth herein for reference. Total payment for time and materials services shall not exceed $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

INSERT RATES FROM MASTER AGREEMENT

1. DELETE OR REVISE AS NEEDED The State shall withhold 10% of each payment as retainage. Upon completion of the SOW Project in accordance with the prescribed project timeline, and to the satisfaction of the State, Contractor may submit a single invoice for the amount of retainage.

1. The State shall not be responsible for reimbursement of any expenses of the Contractor.

**REQUIRED CONTRACTOR CERTIFICATIONS**

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support(Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor’s principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State’s debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

Sole Source Contract for Services. This Contract results from a “sole source” procurement under State of Vermont Administrative Bulletin 3.5 process and Contractor hereby certifies that it is and will remain in compliance with the campaign contribution restrictions under 17 V.S.A. § 2950.

**Cybersecurity Standard Update 2023-01:** Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard Update 2023-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives> .

State and Federal Terms for Products and Services. Contractor agrees that “STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction) for all Contracts and Purchases of Products and Services Using Federal Funds (Revision date: July 19, 2023)” which is attached as Attachment \_\_\_ to this amendment, applies to any products or services provided to the State, at any time, when using federal funds.

**REQUIRED PRIOR APPROVALS**

**This SOW Agreement shall not be valid unless approved by the Vermont Chief Information Officer/Secretary of the Agency of Digital Services prior to execution.**

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

CIO Approval Date

**All SOW Agreements valued at $25,000 or more per year shall be certified by the Vermont Office of the Attorney General in accordance with 3 V.S.A. § 342 prior to execution.**

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

Certified by Date

**All SOW Agreements if valued $2,000,000 or greater shall require approval by the Secretary of Administration in accordance with Administrative Bulletin 3.5 prior to execution.**

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

Secretary of Administration (AOA) Approval Date

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS SOW AGREEMENT.**

<Insert SOW contractor Name>

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

Signature                                                                      Date

STATE OF VERMONT, <Insert Requesting Agency or business unit>

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

Signature                                                                      Date