**RFR#:** PRF59AdesignatedOSC

**COMMBUYS:** Master Blanket Purchase Order

**Contract Duration:** September 28, 2015 – January 31, 2019

**MMARS #:** MAOSDPRF59AdesignatedOSC – Must be used by State Departments on MMARS

This Statement of Work (SOW) is to be used by any/all Commonwealth of Massachusetts eligible entities in any branch of government for any engagements under PRF59AdesignatedOSC—Electronic Payment Solutions.

Once an eligible entity identifies the scope of the engagement (services to be performed, resources, projected timeline, and pricing), and obtains quotes, this SOW serves as the formal engagement of the vendor. This SOW shall become public record, maintained by the eligible entity.

Note: All allowable additional terms and conditions have been included in the Statewide Contract. Eligible entities may NOT execute a separate Standard Contract Form or any other contract form or addendum with engagement or contractual terms. All performance expectations must be included as part of this SOW.

If an amendment is needed, then this SOW must be used for any amendments. This SOW is not a separate contract but serves as the scope of performance and budget for each payment solutions engagement which incorporates by reference all the terms of the vendors submitted in their Response to the Statewide Contract. Performance may not begin until the SOW has been executed by authorized signatories of the eligible entity and the vendor.

All SOWs must be reviewed by CTR prior to execution to ensure no conflict with state finance law or the state financial systems.

***COMMONWEALTH ELIGIBLE ENTITY ENGAGING A VENDOR:***

Eligible Entity Name: Coghlin Companies

Identify if Eligible Entity is a State Department or other type of Eligible Entity:

Eligible Entity Mailing Address: 27 Otis St, Westborough, MA 01581, United States

SOW Contact Name: James Reynold

E-Mail Address:

Telephone:

Fax: +1 800-682-8330

***VENDOR:***

Statewide Vendor Legal Name: Albertsons Companies, Inc.

Vendor Code:

Business Mailing Address: 810 Syska Rd, Ossining, NY, 10562

Authorized Representative (Contact) Name: Mark Meyers

Email Address: mmeyers@largo.com

Telephone: (269)763-9407

Fax:

***CHECK ONE OPTION BELOW:***

NEW Engagement SOW#: \_\_ (Enter identifying number or project name and number for this SOW.)

AMENDMENT to Existing SOW #: \_\_ (Enter consecutive number for each amendment of the original SOW #.)

***SERVICE OPTIONS SOUGHT UNDER THIS SOW:***

Vendor(s) engaging in a SOW must have submitted an RFR Response for the listed services and may not provide services that were not bid under the Statewide Contract. Eligible entities are required to review the RFR Response and pricing for PRF59AdesignatedOSC available at <https://www.commbuys.com>. Prices may not exceed those listed in the RFR Response and Pricing documents posted for the Statewide Contract.

Please check all boxes from each column that apply to services for the engagement.

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| **Payment Channels** | **Payment Methods** | **Additional High Level Functional Requirements** |
| Hosted web payment page | Visa | Standalone payment page (no interfaces) |
| Authorization and settlement only (eligible entity hosts the web payment page) | MasterCard | Will a business application within MagNet originate the payment request? |
| Interactive voice response (IVR) | Discover | Will a cloud-based business application originate the payment request? |
| Web POS/Kiosk (describe below) | American Express | Vendor to include transactions in a nightly remit file to MMARS for auto CR generation |
| Agent-facilitated (call center) | PIN Debit | Point to point encryption |
| Mobile payment application (describe below) | ACH | Tokenization |
| POS Terminal (describe below) | Mobile wallet | Payments to reference receivables |
| PIN Pad (describe below) |  | Vendor to generate output file |
| Contactless (describe below) |  | Vendor to generate daily reports |
| Wireless (describe below) |  | Setup access to online reporting portal |
| Other (describe below) |  | Shopping cart functionality |
| Other (describe below) |  | Client pays fees |
| Other (describe below) |  | Customer pays fees (convenience fee) |

***DESCRIBE SCOPE OF PERFORMANCE UNDER ENGAGEMENT/AMENDMENT (users of this template should add to this section as required):***

***ANTICIPATED PROGRAM VOLUME:***

Average Transaction Size: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Set Amount:  or Variable Amount:

Anticipated Annual Revenue: $\_\_\_\_\_\_\_\_\_\_\_\_\_

Anticipated Annual Transaction Volume: \_\_\_\_\_\_\_\_\_\_

Constant throughout the year:  or Cyclical:  If Cyclical, Peak Times/seasons: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***ANTICIPATED SOW START DATE:***

The eligible entity anticipates that the work under this SOW will begin on or about: \_\_\_\_\_\_\_\_\_\_, 20 ; and will run for the duration of the contract (January 31, 2019), or as extended.

***REQUIRED GO-LIVE DATE:***  \_\_\_\_\_\_\_\_\_\_\_\_\_

Additional performance calendar details if required: (Insert details here):

[***CONTRACT END DATE***](#enddate)***:***SOW performance shall terminate as of: January 31, 2019 , with no new performance after this date unless the SOW is amended, provided that the terms of this SOW and performance expectations and obligations shall survive its termination for the purpose of resolving any claim, dispute or other SOW action, or for effectuating any negotiated representations and warranties, any close out performance, transition performance to a new Vendor(s), reporting, invoicing or final payment obligations. SOWs under this Statewide Contract may not be entered into after the termination date of this Statewide Contract as of June 30, 2020. SOWs entered into prior to this termination day (or as amended) may complete the engagement as executed.

***DETAILS OF PERFORMANCE AND SOW PROJECT SCHEDULE (add lines as required):***

| **Deliverable Name** | **Description** | **Delivery Schedule (Start Date and Due Date)** | **Deliverable Acceptance Criteria** |
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***Enter Additional deliverable details of performance information here (if required):***

Attachments to the SOW may not include additional terms and conditions not negotiated as part of the Statewide Contract or approved in writing by CTR.

***KEY PERSONS ASSIGNED TO THE TASK ORDER AND THEIR ROLES:***

The vendor must identify the Project Team that will be assigned to this SOW. The SOW project will be managed by a Project Team composed of appropriate Eligible Entity stakeholders. In addition to informal communications, the vendor should expect formal project control procedures to include:

* Reporting of activity and status at weekly or bi-weekly meetings or calls with Project Team.
* Weekly progress reports produced outlining work accomplished during the preceding period and work planned for the succeeding period.
* Timely and accurate identification of any problems encountered by the vendor.
* Mandatory written documentation of any potential or actual security vulnerabilities or SOW compliance issues that are discovered and recommendations for remediation.

| **Eligible Entity**  **Project Team Member** | **Name** | **Title** | **Role/Responsibilities (include details of day to day responsibilities)** | **Phone**  **Email Address** |
| --- | --- | --- | --- | --- |
|  |  |  | **Project Manager** |  |
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| **Vendor Project Team Member** | **Name** | **Title** | **Role/Responsibilities**  **(include details of day to day responsibilities)** | **Phone**  **Email Address** |
| --- | --- | --- | --- | --- |
|  |  |  | **Project Manager** |  |
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Vendor Project Team Members may not be replaced without prior written approval from the Eligible Entity and must be replaced with individuals with comparable experience and skills to ensure no loss in the quality or level of services under the SOW.

**PRICING**

The following items identify pricing for services selected. All costs must be part of authorized price listing under PRF59AdesignatedOSC.

The per item or service, convenience fee rate (if applicable), hardware, and hourly rates include all related fringe benefit costs and profit as negotiated and identified in the Vendor(s) Cost Sheets posted on [www.Commbuys.com](http://www.Commbuys.com) for this Statewide Contract. In addition, all other direct, clerical, administration, indirect, overhead and incidental costs, such as travel, accommodations, meals, non-deliverable related printing, equipment and supplies are included as part of pricing as negotiated. Time and materials are not authorized under this pricing structure.

**PRICING STRUCTURE:**

The Eligible Entity is responsible for encumbering sufficient funds for costs associated with the SOW for the duration of the SOW project in accordance with Comptroller policies.

***PAYMENT TERMS:***

Pursuant to state finance law and the terms of the contract, payments cannot be made until deliverables are received and accepted by the Eligible Entity. The parties may negotiate a payment plan based upon the expected delivery and acceptance of deliverables and the deliverable acceptance criteria identified in this SOW.

**Prompt Payment Discount (PPD)**. Vendors have listed Prompt Pay Discounts in the Standard Contract Form for payment of invoices issued in less than the standard 45 days from an accurately submitted invoice. Payments cannot be made in less than 45 days from the receipt of an invoice without a PPD. Discounts must be entered into the state accounting system as a percentage off the total payment and may not be taken as credits or other reductions. Timely review and turnaround of deliverables are critical to meeting the project schedule, and all parties agree that they will use best efforts to expedite the review process.

***STATEMENT OF WORK SUBMISSION REQUIREMENTS:***

Eligible entities will complete this SOW and submit the unsigned document to the vendor for review, iteration, and completion. The details of performance will be discussed and the SOW must be updated accordingly with schedule, project team members and budget, and then executed by the parties. All documentation related to performance, funding, and other contract file contents must be retained for audit purposes. Once the SOW is finalized and executed by authorized signatories of the Eligible Entity and Vendor, performance may begin.

***STATEMENT OF WORK CHANGE ORDERS:***

Any additional work that may be required outside the scope of an executed Statement of Work (SOW) will require the SOW to be amended prior to the start of performance of the additional work. It will be the responsibility of Vendor project manager to maintain work within scope.

***ACCEPTANCE OF TERMS OF STATEMENT OF WORK (SOW):***

All participating parties will execute a SOW when the Eligible Entity has selected a Vendor and the terms of the SOW performance have been negotiated and finalized, funding has been identified, and performance is ready to begin.

The terms of this Final SOW are accepted by authorized signatories of the Eligible Entity and the Vendor as of the latest dates of signatures below.

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| **AUTHORIZING SIGNATURE FOR THE VENDOR:**  **X: \_ Date: \_\_\_\_**  **(Date Must Be Handwritten At Time of Signature)**  **Print Name** Mark Meyers  **Print Title** Product Manager | AUTHORIZING SIGNATURE FOR THE ELIGIBLE ENTITY: **X: \_ Date: \_\_**  **(Date Must Be Handwritten At Time of Signature)**  **Print Name** James Reynold  **Print Title: Manager** |

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