**Procurement Statement of Work**

**Procurement Document**



June 1, 2016

**Vendor:** <*Vendor Name*>

**Project:** GCCG e-Banking Portal

**Description:** This statement of work is for the complete procurement of the project software, hardware, and network services necessary to undertake the GCCG e-Banking Portal project. It is expected that the vendors will provide the appropriate products and services required for the project, and also provide training and support whenever necessary. The hardware, software, and network requirements are described in Exhibit A. This statement of work also includes the specifications for installing and testing the procured products and providing support to the project team on the products whenever necessary. Exhibit B describes the support and maintenance that is to be provided and the upgrades and updates to be made to the products.

**Total Cost:** $ Purchase

$ Installation, testing, and training & support

**$ Total**

**Scope of Work and Payment Schedule:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Milestone** | **Deliverable** | **Estimated Date** | **% of Total** | **Amount** |
| **Server Installation** | Installing the server | 06/15 | 25% |  |
| **Desktop Installation** | Installing the requisite hardware for desktops | 06/29 | N/A |  |
| **Software Installation** | Installing the specified software | 07/01 | N/A |  |
| **Network Installation** | Installing the network | 07/06 | N/A |  |
| **Network Configuration** | Configuring the network components | 07/13 | N/A |  |
| **Testing** | Testing the network installation and configuration settings | 07/21 | 40% |  |
| **Training and Support** | Providing training and support to the team members whenever necessary | 07/27 | 15% |  |
| **Maintenance** | Maintaining the products and services | 08/03 | N/A |  |
| **Upgrades and Updates** | Performing upgrades and updates to the applications | 08/03 | 10% |  |

## **Vendor Responsibilities**

* The service provider is responsible for installing, configuring, and testing the products that are being procured.
* The vendor is responsible for providing training and support for the E-banking Portal project team members.
* The vendor is responsible for completing the installation and testing before the project starts on August 3rd.
* The vendor is responsible for providing the team members with training materials and user manuals for the required applications.
* The supplier will provide follow-up/extended support throughout the project life cycle.

**GCCG Responsibilities**

* GCCG will designate and provide, during the duration of the project, a project lead who will be available to the vendor personnel to answer questions and to provide guidance as may be sought by the vendor. The Lead Contact will be authorized to bind the vendor to clarifications of the scope of work or deliverables, and Seller will be entitled to rely upon written or verbal direction from the Lead Contact.
* GCCG will provide all necessary electronic and paper documentation, source files, and imagery required or requested by the vendor, which is pertinent to the work requested. The Lead Contact will review and validate the requirements documentation prior to supplying it to the vendor. The vendor will need to receive this prior to the project kickoff.
* GCCG acknowledges that the vendor’s proposed timelines are contingent upon GCCG’s ability to adhere to the milestones, reviews, and delivery schedules outlined in this document, as well as the project schedules that will be continually updated and shared with all appropriate staff at GCCG.
* GCCG also acknowledges and accepts that any delay in the handoff of information, technical resources/access, or feedback on their part may result in extending the delivery of the end product by a similar amount of time.
* The estimated time required is purely an estimate based solely on the requirements documentation given to date. Any changes to the requirements in the given documentation may result in further time estimation as well as price adjustment.
* GCCG will identify support needs on a weekly basis for the follow-up support provided by the Seller.

**Exhibit A**

**Installing Hardware: *(Refer to Document A102 for complete description of topics)***

Procuring hardware

Installing the server

Installing desktops

Testing the implementation

Providing training to users when necessary

Providing extended support to users

**Installing Software: *(Refer to Document A101 for complete description of topics)***

Procuring software

Installing software

Providing training and support to project team members

**Installing the Network: *(Refer to Document A103 for complete description of topics)***

Installing the network

Configuring the network

Testing the installation

Maintaining the network

Performing upgrades and updates when required**Exhibit B**

GCCG Review Process

The vendor’s manager will notify GCCG when deliverables are available for review. GCCG will complete the review of the assessment materials and provide feedback to the Manager by the scheduled due date.

Server Installation: When installing servers, the vendor should ensure that the installation is made based on the requirements document provided by GCCG. The vendor must also ensure that installation should be completed on the date specified.

Desktop Installation: As soon as the server is installed, installation of necessary hardware for computers must start.

**Software Installation:** The vendor should install the software listed/described in the requirements documentation.

Network Installation: Once the desktop and network installation is complete, the vendor must install the network.

Network Configuration: Configuration of the network should also be complete by the given date.

**Testing:** At this point, it is anticipated that the configuration is complete. If any bugs or errors are found in this stage, it must be rectified and GCCG will verify that the installation and configuration is complete and correct.

**Training and Support:** Appropriate training and support must be provided to team members whenever required. Team members’ understanding of the application will be assessed based on their performance.

**Maintenance:** Thevendors should provide maintenance support to the products procured.

**Upgrades and Updates:** All upgrades and updates to the products and services should be done in a timely manner.

1. **Proposal Deadline**

All proposals must be received on or before June 10th addressed to:

David Anderson, Procurement Manager.

2. **Work and/or Services to Be Provided**

All goods and/or services provided hereunder shall in all respects comply with the description set forth on the face of the above referenced Purchase Order, and with the description of services as described in the “Scope of Work and Payment Schedule.”

3. **Designated Contacts**

GCCG’s designated contact point for questions which the vendor may have regarding the training or technical issues relating to this procurement agreement is its project manager, *<Student Name>*, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. GCCG’s contact point for questions concerning payment of approved invoices is Office of Accounting. The vendor’s contact person is David Anderson.

4. **Term**

The goods and/or services which are being procured hereunder shall be provided during the period \_\_ 06/15\_\_\_\_\_ through \_\_\_\_\_8/03\_\_\_\_\_ unless terminated sooner or extended by mutual consent of the parties hereto in accordance with provisions set forth elsewhere in this agreement.

5. **Compensation and Payment**

The actual amount payable to the vendor shall be the amount of allowable costs which are incurred by the vendor to carry out the work/services covered by this procurement agreement. GCCG shall reimburse the vendor per the terms of the Payment Schedule upon submission of *an* itemized invoice*(s)* to the GCCG address identified below. Invoices shall be submitted after successful completion of the training/deliverables, will reference GCCG’s purchase order number R \_3929, and should be sent to: GCCG, 1 Main Street, Greene City, RL 99999.

6. **Termination**

GCCG may terminate this procurement agreement on 10 day’s written notice if GCCG has reason to believe that vendors are in breach of its obligations hereunder.

It is understood and agreed, however, in the event that GCCG has evidence that the vendor is in default upon any of its obligations hereunder, GCCG shall be entitled to either suspend the contract until an acceptable remedy is established, or to terminate the agreement. Such termination shall be effective immediately upon receipt of official written notification from GCCG. GCCG shall also be entitled to pursue any rights or remedies which GCCG may have against the vendor by reason of such default and GCCG may withhold any payments to the vendor for the purpose of set-off until such time as the exact amount of damages may be determined.

7. **Liability to Third Parties**

If either the vendor or GCCG is negligent in carrying out its obligations hereunder, the negligent party agrees to take responsibility for said negligence and to indemnify the innocent party against the consequences of said negligence, including claims of third parties for damages and expenses which arise from or are related to the negligent party’s performance or failure to perform pursuant to this procurement agreement.

8. **Assignment of Vendor's Obligations**

The vendor shall not assign its obligation to provide goods or services under this procurement agreement without prior written consent of GCCG.

1. **Status of Parties**

The nature of the relationship which the Seller shall have to GCCG pursuant to this Agreement shall be that of an independent contractor. In connection with its status as an independent contractor, the vendor hereby warrants that it is in compliance with all tax filing and similar requirements imposed on independent contractors, and acknowledges that it is solely responsible for paying income taxes, FICA taxes, and other taxes and assessments which arise from receipt of payments under this Agreement. This Agreement shall not be construed to contain any authority either express or implied, enabling the vendor to incur any expense or perform any act on behalf of the GCCG.

10. **Insurance**

The vendor, at no additional cost to the GCCG, shall maintain or cause to be maintained throughout the term of this agreement, insurance of the types and in the amounts specified in this section. All such insurance shall be evidenced by Certificates of Insurance if requested by GCCG.

a) Workers compensation insurance for all employees of the vendor engaged in performing this agreement, as required by applicable laws.

b) Disability insurance in accordance with the provisions of applicable law.

c) Employer's liability or similar insurance for damages arising from bodily injury, by accident or disease, including death at any time resulting therefrom, sustained by employees of the vendor while engaged in performing this agreement.

d) If this agreement is a contract where an auto will be required to complete the scope of work, Automobile Liability Insurance covering any auto with a combined single limit of liability of $1,000,000.

11. **Warranty of Originality**

The vendor warrants that all material produced by the vendor and delivered to GCCG hereunder shall be original except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory, or other proprietary rights of others and that it will hold harmless the GCCG from any costs, expenses, and damages resulting from any breach of this warranty.

12. **Rights in Work Product**

Thevendor agrees that material produced bythevendor hereunder shall be considered “work for hire” which shall be owned by the GCCG. The vendor agrees that the vendor shall not claim or assert any proprietary interest in any of the data or materials required to be produced or delivered by the vendor in the performance of the vendor’s obligation hereunder, and hereby assigns all rights, title, and interest in said data and materials to GCCG. The vendor further agrees not to publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to this agreement without the prior written consent of GCCG.

Notwithstanding the foregoing, the vendor will retain ownership of intellectual property included in deliverables to the extent that said intellectual property has been independently developed by the vendor without Research GCCG financial support.

With respect to such the vendor owned intellectual property, the vendor hereby grants to Research GCCG a royalty-free, nonexclusive license to use such intellectual property for purposes consistent with the Research GCCG’s obligations under the grant or contract which funds this project.

13. **Confidentiality/Proprietary Information**

In the course of carrying out this procurement agreement, GCCG will share information provided by the project director/manager*.* The vendor agrees that these materials shall not be utilized for purposes other than those specified in *Exhibit A*, and shall be returned to the GCCG upon completion of this contract.

14. **Governing Law**

This agreement and any disputes relating thereto shall be construed under the laws of the State of New York.

15**. Compliance with Laws and Regulations**

In addition to the terms and conditions relating to laws, rules, and regulations which are referenced on the Purchase Order, the vendor agrees to comply with the following provisions:

a) In the performance of the work authorized pursuant to this agreement, the vendor agrees to comply with all applicable laws and regulations, as well as policies of the sponsor applicable to the vendor’s performance hereunder, and the express terms of GCCG’s agreement with the sponsor, which shall be deemed to be inserted herein, and this agreement shall be read and enforced between the parties as though all such provisions were included verbatim herein.

16. **Modifications and Changes**

This agreement may be changed, amended, modified, extended, or terminated by mutual consent provided that such consent shall be in writing and executed by the parties hereto.

17. **Entire Agreement**

This agreement represents and embodies all the agreements and negotiations between the parties hereto and no prior or contemporaneous, oral, or written agreements or correspondence prior to the date of execution of this agreement shall be held to vary the provisions hereof.

18. **Order of Precedence**

In the event of any inconsistency between clauses 1-17 of this agreement and the scope of work, if attached, the inconsistency should be resolved by giving precedence to clauses 1-17.

1. **Foreign Nationals**

As a result of September 11, 2001, Contractors are required by Federal law to verify that all its employees and subcontractors in its employ are legally entitled to work in the United States. Accordingly, GCCG reserves the right to request legally mandated Contractor-held documentation attesting to the same for each employee assigned work under any contract awarded. In accord with such laws, GCCG does not discriminate against individuals on the basis of national origin or citizenship.

**THIS PROCUREMENT AGREEMENT** is being executed by the parties hereto as evidence of their agreement to the terms and conditions of the above referenced Purchase Order, including the additional terms and conditions set forth in this addendum, and the provisions of any exhibits which are incorporated into said Purchase Order.

***Vendor NAME***

###### GCCG

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

David Anderson

Procurement Manager

Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fed. ID No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_