

Attachment A to Master Services Agreement**STATEMENT OF WORK (SOW) TEMPLATE**

This is **Attachment A (Statement of Work (SOW) Template)** to the **Master Services Agreement**, dated as of _____, 2016, by and between VITA and Supplier.

*[Note to Template Users: Instructions for using this template to draft a SOW are in gray highlight and **italics**. These instructions should be deleted after the appropriate text has been added to the SOW. Contractual language is **not italicized** and should remain in the document. Text that is highlighted in blue is variable based on the nature of the Solution.]*

STATEMENT OF WORK
BETWEEN (NAME OF AUTHORIZED USER) AND (SUPPLIER NAME)

ISSUED UNDER

CONTRACT NUMBER VA-XXXXXX-XXX
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
[SUPPLIER NAME]

This **Statement of Work** (this “**SOW**”) is entered into effective as of [_____] , 20[_____] ¹ (the “**SOW Effective Date**”) by and between [_____] (*Name of Public Body executing this SOW*), a [_____] (*description of Public Body*) (“**Authorized User**”) and [_____] , a [_____] corporation having a principal place of business at [_____] (“**Supplier**”) (collectively, the “**Parties**” and each, a “**Party**”).

This SOW is entered into pursuant to and subject to the provisions of the **Master Services Agreement**, dated as of [_____] , 2016 (the “**SOW Effective Date**”), by and between the Virginia Information Technologies Agency (“**VITA**”) and Supplier (VITA Contract No. [_____]) (as amended, modified or supplemented through the SOW Effective Date, the “**Master Services Agreement**” or “**MSA**”), the terms of which, except as may be expressly modified or excluded herein, are incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual promises contained herein, and of other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

¹ SOW Effective Date to be filled in by Authorized User at time of its execution.

SOW Table of Contents

1. SOW GENERAL	3
A. Schedules to this SOW	3
B. Definitions	4
C. Term of this SOW	4
D. SOW Governance and Meetings	4
i. Governance.	4
ii. Meetings.	4
iii. Management	4
E. VITA Rules	5
F. SOW Policy and Procedures Guide; SMM	5
G. VITA Integrated Services Platform	5
2. MESSAGING SERVICES AND SOLUTION	5
A. Messaging Services	5
i. E-Mail	6
ii. Directory Services	6
iii. Enterprise Collaboration Services	6
iv. Mobile Device Management	6
B. Implementation Services – Solution	6
i. Implementation Services	6
ii. Solution; Deliverables and Milestones	6
iii. Events and Tasks for Each Milestone	7
iv. Acceptance Criteria	8
v. Implementation Plan – Roles and Responsibilities	8
C. Training Requirements and/or Authorized User Self-Sufficiency/Knowledge Transfer	9
D. Support and Maintenance Requirements	9
E. Personnel Requirements	10
F. Transition Phase-In/Phase-Out Requirements	10
G. Place of Performance	10
H. Business continuity and Disaster Recovery	10
I. Transition-Out Services.	10
3. QUALITY AND REPORTING	11
A. Service Levels.	11
i. Service Level Requirements	11
ii. Service Levels and Remedies for Licensed Services	11
B. Other Technical/Functional Requirements	11
C. Required Standards, Certifications and Specifications	11
D. REPORTS.	12
i. Weekly/Bi-weekly Status Update.	12
ii. Supplier Performance Self-Assessment.	12
iii. Performance Auditing	12
iv. Supplier Performance Assessments	12
E. Customer Satisfaction.	12
4. CHARGES	13
A. Base Charges	13
B. Tiered Charges	13
C. Milestone Charges	13
5. PERSONNEL PROVISIONS	14
A. Key Personnel	14
B. Project Managers	14

6. COMMONWEALTH AND SUPPLIER-FURNISHED MATERIALS, EQUIPMENT, FACILITIES AND PROPERTY	15
A. Facilities.	15
i. Supplier Facilities.	15
ii. Customer Facilities.	15
B. Location Restrictions on VITA Data.	15
C. Security Requirements	15
D. Software, Equipment and Contracts	16
i. Software	16
ii. Equipment	16
iii. Contracts	16
E. Required Consents.	17
F. Subcontractors	17
G. Supplier Software and Tools	17
7. MSA TERMS	17
8. NOTICES AND POINT OF CONTACT	18

1. SOW GENERAL

A. Schedules to this SOW

The following Schedules are incorporated by reference in this SOW:

[All Schedules to this SOW should be listed here. If any of these Schedules are not applicable for any reason, they should be marked "Reserved" (or replaced with Schedules not contemplated by this SOW template that are relevant for the applicable SOW).]

- Schedule 1 Integrated Services Platform
 - Schedule 1.1 Definitions
 - Schedule 1.2 Governance and Meetings
 - Schedule 1.3 VITA Rules
 - Schedule 1.4 Policy and Procedures Guide; SMM
- Schedule 2 Description of Services and Solution
 - Schedule 2.1 *E-mail*
 - Schedule 2.2 *Directory Services*
 - Schedule 2.3 *Enterprise Collaboration Services*
 - Schedule 2.4 *Mobile Device Management*
 - Schedule 2.5 Implementation Plan and Solution
 - Schedule 2.5.1 Implementation Plan
 - Schedule 2.5.2 Solution
 - Schedule 2.5.3 Milestones
 - Schedule 2.5.5 User Acceptance Testing
 - Schedule 2.6 Training and Documentation
 - Schedule 2.7 Business Continuity and Disaster Recovery
 - Schedule 2.8 Transition-Out Services
- Schedule 3 SOW Reporting and Service Levels
 - Schedule 3.1 Service Levels
 - Schedule 3.2 Reports
 - Schedule 3.3 Customer Satisfaction Surveys
- Schedule 4 Pricing and Financial Provisions

Schedule 5	HR Provisions - Key Personnel and Project Managers
Schedule 6	Resources and Miscellaneous
Schedule 6.1	Facilities (Supplier Facilities and VITA Facilities)
Schedule 6.2	Software, Equipment and Contracts
Schedule 6.3	Required Consents
Schedule 6.4	Subcontractors
Schedule 6.5	SOW Insurance Requirements (additional to the MSA insurance requirements)
Schedule 6.6	Supplier Software and Tools

B. Definitions

The definitions provided in **Exhibit 1.1 (Definitions)** to the MSA are hereby supplemented with the following definitions:

*[list any SOW-specific definitions here or in a **Schedule 1.1 (SOW Definitions)** to this SOW]*

**

The definitions added by this SOW shall apply only with respect to the Services provided under this SOW.

C. Term of this SOW

The Term of this SOW shall commence as of 12:00:01 a.m., Central Time on the SOW Effective Date and continue until 11:59:59 p.m., Central Time, on [REDACTED], 20[REDACTED] unless the SOW Term is terminated or extended as provided herein or in the MSA, in which case the SOW Term shall end at 11:59:59 p.m., Central Time, on the effective date of such termination or the date to which the SOW Term is extended. The Commencement Date for this SOW is [REDACTED].

D. SOW Governance and Meetings**i. Governance.**

In addition to any governance requirements set forth in **Section 16 (Governance and Management)** of the MSA the Parties shall govern the Services relationship pursuant to the terms set forth in **Schedule 1.2 (SOW Governance)**.

[Schedule 1.2 (SOW Governance) should contain the governance model agreed by the Parties to manage their relationship under this SOW, including governance required by COV Program/Project Governance and/or the SMM, as applicable. Supplier may propose model appropriate for the Services, for consideration by Authorized User.]

ii. Meetings.

In accordance with **Section 16.A (Governance and Meetings, Meetings)** of the MSA, in addition to those meetings specified in the MSA, Implementation Plan, SOW policy and procedures guide (and SMM to the extent it succeeds the SOW policy and procedures guide pursuant to **Section 6.D (Governance and Meetings, Policy and Procedures Guide; SMM)**, Supplier agrees to participate in such meetings related to its performance of the Services and, as applicable, associated by Supplier's implementation and operating of the Managed Environment (as described in **Section 8.B (VITA Integrated Services Platform)** of the MSA).

[List any additional meeting requirements specific to this SOW here.]

iii. Management

[Insert provisions addressing Change management. Any price changes must be done in compliance with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: <http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825>. Changes to the scope of this SOW must stay within the boundaries of the scope of the VITA Contract.]

For complex and/or major Solutions, it is recommended that you use the VITA PMD processes and templates located at: <http://www.vita.virginia.gov/oversight/Solutions/default.aspx?id=567>. Administrative or non-technical/functional changes (deliverables, schedule, point of contact, reporting, etc.) should extrapolate the affected sections of this SOW in a "from/to" format and be placed in a numbered modification letter referencing this SOW and date, with a new effective date. The VITA Contract may include a template for your use or you may obtain one from the VITA Contract's Point of Contact. It is very important that changes do not conflict with, but do comply with, the VITA Contract, which takes precedence. The following language may be included in this section, but additional language is needed to list any technical/functional change management areas specific to this SOW; i.e., configuration, incident, work flow, or any others of a technical/functional nature.))

All changes to this SOW must comply with the Contract. Any changes to the Charges must comply with the Code of Virginia, § 2.2-4309, Modification of the contract, found at this link: <http://law.lis.virginia.gov/vacode/title2.2/chapter43/section2.2-4309/>

All Changes to this SOW shall be in written form and fully executed between the Authorized User's and the Supplier's authorized representatives, in accordance with **Section 24.R (Entire Agreement; Amendment)** of the MSA. For administrative changes, the parties agree to use the change template, attached to this SOW. For technical/functional change management requirements, listed below, the parties agree to follow the processes and use the templates provided at this link: <http://www.vita.virginia.gov/oversight/Solutions/default.aspx?id=567>

E. VITA Rules

In accordance with **Section 23.A (Compliance with VITA Rules and Laws)** of the MSA, Supplier is required to perform the Services in a manner complying with VITA Rules and applicable laws. Without limiting the generality of the foregoing, the VITA Rules include the following:

[List any VITA Rules for specific identification in this SOW. Alternatively, such VITA Rules can be identified/linked in **Schedule 1.3 (SOW VITA Rules)**.]

F. SOW Policy and Procedures Guide; SMM

The policy and procedures guide to be delivered by the Supplier in accordance with **Section 16.D (Policy and Procedures Guide; SMM)** of the MSA, shall include the following provisions:

[Supplier must provide policy and procedures guide for each SOW. Certain contents may be described here or in **Schedule 1.4, Policy and Procedures Guide; SMM**. This section should also list current state and anticipated plans for SMM.]

G. VITA Integrated Services Platform

[Describe current and anticipated Managed Environment related obligations of Supplier, etc.; should be listed here or in a **Schedule 1 (VITA Integrated Services Platform)**.]

2. MESSAGING SERVICES AND SOLUTION

A. Messaging Services

Supplier shall perform the Services set forth in a **Schedule 2** [or below]:

[The Statement of Work describes Supplier's scope of responsibility for providing Services to Customer. The Statement of Work is principally a description of what Supplier will do, described

in broad terms, in contrast to how Supplier will perform the Services. The terms of the MSA give Customer control or approval rights over certain aspects of how Supplier performs the Services.]

i. E-Mail Services

*[As applicable, detailed description of Messaging Services, on **Schedule 2.1 (Description of Services - Messaging)**]*

- *Licensed Services (See **§9.D (Licensed Services)** of MSA), including specifications and technical requirements described at **§9.D.iv.a (Standard Application Responsibilities)**)*

ii. Directory Services

*[As applicable, detailed description of Directory Services, on **Schedule 2.2 (Description of Services - Directory Services)**]*

iii. Enterprise Collaboration Services

*[As applicable, detailed description of Enterprise Collaboration Services, on **Schedule 2.3 (Description of Services - Enterprise Collaboration Services)**]*

iv. Mobile Device Management

*[As applicable, detailed description of Mobile Device Services, on **Schedule 2.4 (Description of Services - Mobile Device Management)**]*

B. Implementation Services – Solution

i. Implementation Services

*In accordance with **Section 3.B (Implementation Activities and Deployment under SOWs)** of the MSA, Schedule 2.5 (Implementation Plan and Solution) sets forth the Initial Implementation Plan for Services under this SOW.*

ii. Solution; Deliverables and Milestones

Supplier shall provide the following Solution as part of the Services

*[Include description of Solution; may be addressed here on in **Schedule 2.5 - Implementation Plan and Solution**]*

(List the products, or if your Solution is for a Solution, the Solution components, (Hardware, Software, Service, Licensed Services, etc.) provided by Supplier that will be used to support your Solution requirements. Identify any special configuration requirements, and describe the system infrastructure to be provided by the Authorized User. Provide an overview that reflects how the system will be deployed within the Authorized User's Environment. You are urged to refer to the VITA Contract for allowable scope and other guidance in drafting language for this section.)

(Provide a list of Supplier's Deliverable expectations. The table is to be customized for the Authorized User's Solution. You may want to categorize Deliverables for each phase or major Milestone of the Solution and then categorize other interim Deliverables and/or performance and status reports under one of them or under an Administrative or Project Management section.)

The following Deliverables are to be provided by Supplier through the Implementation Services. Subsequent sections of this SOW may include further detail on the content requirements for some Deliverables, including Implementation Milestones, as well as associated Charges and Deliverable Credits.

This table for illustrative purposes →

No.	Title	Due Date	Format Required (i.e., electronic/hard copy/CD/DVD)	Distribution Recipients	Review Complete Due Date	Final Due Date
	Preliminary Implementation Plan					
	Detailed Implementation Plan					
	Data Conversion Plan					
	Risk Assessment Plan					
	Test Plan					
	Training Plan					
	Performance Plan					
	Contingency Plan					
	Disaster Recovery Plan					
	Cutover Plan					
	Change Management Plan					
	Transition-Out Plan					
	Monthly Status Reports					
	Quarterly Performance /SLA Reports					
	Training Manual					
	Final Solution Submission Letter					
	Final Acceptance Letter					

iii. Events and Tasks for Each Milestone

(If needed, provide a table of detailed Solution events and tasks to be accomplished to deliver the required Milestones and Deliverables for the complete Solution. Reference each with the relevant Milestone. A Work Breakdown Structure can be used as shown in the table below or at the very least a Project Plan should have this granularity. The Supplier's proposal should be tailored to the level of detail desired by the Authorized User's business owner/Solution manager for Solution governance.)

The following table identifies Solution Milestone events and Deliverables in a Work Breakdown Structure format.

WBS No.	Milestone	Milestone Event	Milestone Task	Interim Task Deliverables	Duration
---------	-----------	-----------------	----------------	---------------------------	----------

1.0					
1.1					
1.1.1					
1.1.2					
1.2					

iv. Acceptance Criteria

(This section should reflect the mutually agreed upon UAT and Acceptance Criteria specific to the Solution.)

Acceptance Criteria for the Solution will be based on a User Acceptance Test (UAT) designed by Supplier and accepted by the Authorized User. The UAT will ensure that all of the requirements and functionality required for the Solution have been successfully delivered. Supplier will provide the Authorized User with a detailed test plan and acceptance check list based on the mutually agreed upon UAT Plan. This UAT Plan check-list is incorporated into this SOW in **Schedule 2.5.5 – User Acceptance Testing**.

Each Deliverable created under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This receipt will describe the Deliverable and provide the Authorized User's Project Manager with space to indicate if the deliverable is accepted, rejected, or conditionally accepted. Conditionally Accepted Deliverables will contain a list of deficiencies that need to be corrected in order for the Deliverable to be accepted by the Project Manager. The Project Manager will have **ten (10)** days from receipt of the Deliverable to provide Supplier with the signed Acceptance Receipt unless an alternative schedule is mutually agreed to between Supplier and the Authorized User in advance.

v. Implementation Plan – Roles and Responsibilities

(This section contains areas to address Solution assumptions by both the Supplier and the Authorized User and to assign Solution-specific roles and responsibilities between the parties. Make sure that all assumptions are included to alleviate surprises during the Solution. Ensure that all primary and secondary (as needed) roles and responsibilities are included. You will tailor the Responsibility Matrix table below to fit your Solution's needs.)

- Project Assumptions
The following assumptions are specific to this Solution:
- Project Risks
The following risks may be encountered in this Solution:
- Project Roles and Responsibilities

The following roles and responsibilities have been defined for this Solution:

(Sample Responsibility Matrix)

Responsibility Matrix	Supplier	Authorized User
Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein		√
Server Hardware		√
Server Operating		√
Server Network Connectivity		√
Relational Database Management Software (Installation and Implementation)		√

Server Modules – Installation and Implementation	√	
PC Workstations – Hardware, Operating System, Network Connectivity		√
PC Workstations – Client Software		√
Application Installation on PC Workstations	√	
Wireless Network Access Points	√	
Cabling, Electric and User Network Connectivity from Access Points		√
Wireless Mobile Computing Products – Scanners, printers	√	
Project Planning and Management	√	√
Requirements Analysis	√	√
Application Design and Implementation	√	
Product Installation, Implementation and Testing	√	
Conversion Support	√	
Conversion Support -- Subject Matter Expertise		√
Documentation	√	
Training	√	
Product Maintenance and Support	√	
Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – Solution	√	

C. Training Requirements and/or Authorized User Self-Sufficiency/Knowledge Transfer

(Provide an overview and details of training services to be provided for your Solution and any special requirements for specific knowledge transfer to support successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency. Describe how the Supplier will complete knowledge transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Authorized User. You may refer to the VITA Contract for guidance on the allowable scope for this.)

- including number of Customer trainers to be trained – see MSA, Section 17.A

D. Support and Maintenance Requirements

(Document the level of support, as available under the Contract, required by your Solution to operate and maintain the Solution. This may include conversion support, legacy system integration, transition assistance, Solution maintenance (including maintenance level), or other specialized consulting to facilitate delivery or use of the Solution.)

E. Personnel Requirements

(Provide any supplier personnel qualifications, requirements, licenses, certifications or restrictions including Solution manager, key personnel, subcontractors, etc., but ensure they do not conflict with the MSA terms.)

F. Transition Phase-In/Phase-Out Requirements

(Describe any specific requirements for orientation or phasing in and/or phasing out of the Solution with the Supplier. Be specific on what the Solution needs and expected results are, the duration and other pertinent detail, but ensure they do not conflict with the MSA term(s) regarding Transition of Services or with any other training requirements in the SOW.)

G. Place of Performance

(Assign performance locations to Milestones or any other Solution granularity, depending on your transparency and governance needs, if needed.)

Tasks associated with this Solution will be performed at the Authorized User's location(s) in City/State, at Supplier's location(s) in City/State, or other locations as required by the effort.

H. Business Continuity and Disaster Recovery

[The Services include Supplier's performance of the Supplier business continuity and disaster recovery obligations set forth in **Schedule 2.7 - Business Continuity and Disaster Recovery.**]

Planning for disaster recovery for your Solution is paramount to ensure continuity of service. The criticalness and complexity of your Solution, including its workflow into other dependent systems of the Commonwealth or federal systems, will help you determine if you require a simple contingency plan or a full-blow contingency plan that follows the Commonwealth's ITRM Guideline SEC508-00 found at this link:

http://www.vita.virginia.gov/uploadedFiles/Library/ContingencyPlanningGuideline04_18_2007.pdf

It is advisable that you visit the link before making your decision on how you need to address contingency planning and related Deliverables in this SOW; as well as, how this will impact your planned budget. A likely Deliverable for this section would be a Continuity of Operations Plan. You may choose to include the above link in your final SOW to describe what the Plan will entail. The same link includes the following processes, which you may choose to list in your final requirements for this section, to be performed by your team, the Supplier or both and/or a steering committee if your Solution warrants such oversight and approval:

- Development of the IT components of the Continuity of Operations Plan (COOP)
- Development and exercise of the IT Disaster Recovery Plan (IT DRP) within the COOP
- Development and exercise of the IT System Backup and Restoration Plan

I. Transition-Out Services.

In addition to those Transition-Out Services described in **Section 4.J (Transition-Out Services)** of the MSA, Supplier shall provide [the Transition-Out Services described in **Schedule 2.8 – Transition-Out Services**]

3. QUALITY AND REPORTING

A. Service Levels.

Supplier shall provide the Services so as to meet or exceed the Service Levels identified **Schedule 3.1 (SOW Service Levels)** or [below:]

[This Exhibit describes the specific Service Level metrics that Supplier must meet in providing the Services.]

i. Service Level Requirements

[To be proposed by Supplier]

ii. Service Levels and Remedies for Licensed Services

TABLE OF SERVICE LEVELS AND REMEDIES FOR LICENSED SERVICES

Service Level (Monthly)	Service Level Credit (Prorated Fees – Monthly)
Above 99%	0
98.99 – 97%	10%
96.99 – 95%	25%
94.99 – 93%	50%
Below 93%	100% and, at Authorized User's sole discretion, termination of such Authorized User's order

B. Other Technical/Functional Requirements

(Provide any other unique Solution technical and functional Requirements and expectations in sufficient detail in this section. Ensure they do not conflict with existing requirements in the MSA. Several examples are listed.)

- i. Mean-Time-Between-Failure Requirements
- ii. Data Access/Retrieval Requirements
- iii. Additional Warranties

C. Required Standards, Certifications and Specifications

In addition to any standards and specifications included in the MSA, Supplier shall follow the standards and specifications listed below during performance of this effort.

(List any specific Commonwealth, VITA, Federal, engineering, trade/industry or professional standards, certifications and specifications that Supplier is required to follow or possess in performing this work. The first bullet includes a link to COVA-required standards for all Commonwealth technology Solutions. The rest are examples only and highlighted to reflect this. If you need a waiver of any COVA-required standard, please follow exception request processes located at this link: <https://vita.virginia.gov/default.aspx?id=537>

and select the Data Standards Guidance bulleted link..

COV ITRM Policies and Standards: <http://www.vita.virginia.gov/library/default.aspx?id=537>

IEEE 802®

HIPAA

SSAE 16 Type II**D. REPORTS.**

Supplier shall provide Authorized User the reports required under the MSA, including the reports required to VITA pursuant to **Section 15 (Reporting and Fees from Supplier)**, and such other reports related to the performance of the Services as may be requested from time to time by the Authorized User.

[Any reports specific to this SOW should be listed in this **Schedule 7 (SOW Reports)** or here.]

(The following are examples of reporting requirements which may be included in your SOW depending on the Solution's need for governance. In an effort to help VITA monitor Supplier performance, it is strongly recommended that the SOW include "Supplier Performance Assessments". These assessments may be performed at the Project Manager's discretion and are not mandated by VITA.)

i. Weekly/Bi-weekly Status Update.

The **weekly/bi-weekly** status report, to be submitted by Supplier to the Authorized User, should include: accomplishments to date as compared to the Solution plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the Solution; action plan for addressing open issues or questions and potential impacts on the Solution; risk management reporting.

ii. Supplier Performance Self-Assessment.

Within thirty (30) days of execution of the Solution start, the Supplier and the Authorized User will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) days to respond to Supplier with any comments. If the Authorized User agrees with Supplier's self-assessment, such Authorized User will sign the self-assessment and submit a copy to the VITA Supplier Relationship Manager.

iii. Performance Auditing

(If you have included service level requirements in the above section entitled, Other Technical/Functional Requirements, you will want to include a requirement here for your ability to audit the results of the Supplier's fulfillment of all requirements. Likewise, you may want to include your validation audit of the Supplier's performance reporting under this Reporting section. It is important, however, that you read the VITA contract prior to developing this section's content so that conflicts are avoided. Suggested language is provided below, but must be customized for your Solution.)

Authorized User (or name of IV&V contractor, if there is one), will audit the results of Supplier's service level obligations and performance requirements on a monthly/quarterly basis, within ten (10) days of receipt of Supplier's self-assessments and service report(s). Any discrepancies will be discussed between the Authorized User and Supplier and any necessary invoice/payment adjustments will be made. If agreement cannot be reached, the Authorized User and Supplier will escalate the matter in accordance with the Escalation provision of the Contract. (If none, you may add your escalation procedure in this section.)

iv. Supplier Performance Assessments

(You may want to develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the VITA Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.)

E. Customer Satisfaction.

Supplier shall conduct and report upon customer satisfaction surveys as set forth in **Schedule 3.3 Customer Satisfaction.**

4. CHARGES

The Charges for this SOW are set forth [in **Schedule 4 SOW Pricing and Financial Provisions**.

[Schedule 4 describes Supplier's Charges for all Services under the SOW, drawing from **Exhibit 4 (Pricing and Financial Provisions)** to the MSA. and includes any additional applicable pricing-related Exhibits (e.g., Resource Baselines, financial and operational responsibility matrix, etc.).]

NOTE: Pricing under a SOW must conform to **Exhibit 4 (Pricing and Financial Provisions)** to the MSA, unless expressly approved by VITA.

A. Base Charges

[Include provisions applicable for Base Charges under **Exhibit 4 (Pricing and Financial Provisions)**

B. Tiered Charges

[Include provisions applicable for Tiered Charges under **Exhibit 4 (Pricing and Financial Provisions)**

C. Milestone Charges

(This table should include the Solution's Milestone events, associated Deliverables, when due, Milestone payments, any retainage amount to be held until final acceptance and the net payment you promise to pay for each completed and accepted Milestone event. This table includes sample data only and must be customized for your Solution needs.)

The following table identifies Milestone events and Deliverables, the associated schedule, any associated payments, any retainage amounts, and net payments.

This table for illustrative purposes →

Milestone Event	Associated Milestone Deliverable(s)	Schedule	Payment	Retainage	Net Payment
Project kick-off meeting	---	Execution + 5 days	---	---	---
Site survey	Site survey report	Execution + 10 days	---	---	---
Requirements Analysis & Development	Design Plan	Execution+45 days	\$30,000	\$15,000	\$15,000
	Project Plan	Execution+45 days			
	Implementation Plan	Execution + 45 days			
Begin Implementation		Execution + 60 days			
Data Conversion & Mapping		Execution + 90 days	\$10,000	\$3,000	\$7,000
Installation of software	---	Execution + 90 days	\$10,000	\$1,000	\$9,000
Installation of hardware	---	Execution + 90 days	\$10,000	\$1,000	\$9,000
Configuration and testing	---	Execution + 120 days	---	---	---

Training	Training manual	Execution + 130 days	\$10,000	\$1,000	\$9,000
30-Day User Acceptance Testing	---	Execution + 160 days	\$20,000	\$2,000	\$18,000
Implementation complete	Solution	Execution + 160 days	\$10,000	--	\$10,000
Final Acceptance		Execution + 210 days	--	--	\$23,000

5. PERSONNEL PROVISIONS

[This Section identifies the Key Personnel and Project Manager positions, as well as the persons initially filling those positions, if known at signing. The Key Personnel are typically personnel who occupy strategically important positions in Supplier's account team. Supplier must retain these individuals at the level specified in the "Level of Effort" column for the time specified in the "Committed Period" column.]

A. Key Personnel

In accordance with **Section 7.C (Key Personnel and Project Managers)** of the MSA, the following positions are Key Personnel positions under this SOW and, to the extent applicable, an individual listed for a position is approved by the Authorized User to hold such position as of the SOW Effective Date:

Key Position	Individual Approved for Position	Level of Effort	Committed Period
Supplier Account Manager		Full Time	24 Months
Supplier Services Manager		Full Time	24 Months

B. Project Managers

In accordance with **Section 7.C (Key Personnel and Project Managers)** of the MSA, the following positions are Project Manager positions under this SOW and, to the extent applicable, an individual listed for a position is approved by the Authorized User to hold such position as of the SOW Effective Date:

Project Manager Position	Individual Approved for Position	Level of Effort	Committed Period
[] Project Manager		Full Time	24 Months
[] Project Manager		Full Time	24 Months

6. AUTHORIZED USER AND SUPPLIER-FURNISHED MATERIALS, EQUIPMENT, FACILITIES AND PROPERTY

(In this section, provide details of any materials, equipment, facilities and property to be provided by the Authorized User, Customers or the Supplier in performance of this Solution. If none, so state so that the requirements are clear. If delivery of any of these is critical to the schedule, you may want to identify such delivery with hard due dates tied to "business days after Solution start" or "days after event/Milestone." Be sure to specify the delivery and point of contact information.)

- Provided by the Authorized User (this should include any Customer-specific as well)
- Provided by the Supplier

A. Facilities.

Supplier Facilities and VITA Facilities for this SOW are [set forth in **Schedule 6.1 - Facilities (Supplier Facilities and VITA Facilities)**] or as follows:

i. Supplier Facilities.

Supplier may use the following Supplier Facilities for the designated Services indicated for each such facility:

Facility Name and Address	Services to be Provided From Facility

ii. VITA Facilities.

Authorized User shall provide Supplier with office space and office furniture in the following Customer Facilities, as more fully described below, exclusively for the performance of the Services under this SOW, subject to the VITA Rules:

[This section lists the Customer Facilities that Supplier will be permitted to use to provide the Services.]

Facility Name and Address	No. of Supplier Personnel	Description	Duration

B. Location Restrictions on VITA Data.

*[Describe locations and any restrictions on where Supplier may process and store VITA Data, including Personal Information and Sensitive Data (See, **Section 23 (Compliance with Laws and VITA Rules; Restricted or Sensitive Data)** of the MSA.)]*

C. Security Requirements

(Provide (or reference as an Attachment) Authorized User's security requirements.)

For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure

agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of the Contract.

Supplier shall comply with all requirements in the Security Compliance section of the MSA

D. Software, Equipment and Contracts

Without limiting its other obligations under the MSA, Supplier is financially and operationally responsible for Software, Equipment and third party contracts as and to the extent designated [below] or [in **Schedule 6.2 – Software, Equipment and Contracts**]. Authorized User shall assign to Supplier, and Supplier shall assume and agree to perform all obligations related to, the Third Party Contracts designated as assigned [in the table below] or [in **Schedule 6.2 – Software, Equipment and Contracts**]:

[If there is not a financial/operational responsibility matrix attached to this SOW, and if Supplier will be financially or operationally responsible for any Software, Equipment or third party contracts, they should be listed in this section along with (a) the type of Services that will be provided using such software, equipment and contracts and (b) a designation of whether such contracts will be assigned to Supplier (if applicable). If responsibility for more general categories of software, equipment and contracts will be designated in a financial/operational responsibility matrix, and no contracts will be assigned, then this section may be deleted.]

i. Software

[List any specific Software that is to be provided by Authorized User / Supplier—in table below or in **Schedule 6.2 (Software, Equipment and Contracts)**.]

Third Party	Types of Services	Supplier Financially Responsible (Y/N)	Supplier Operationally Responsible (Y/N)	Contract Date	Assigned (Y/N)

ii. Equipment

[List any specific Equipment that is to be provided by Authorized User / Supplier—in table below or in **Schedule 6.2 - Software, Equipment and Contracts**.]

Location	Quantity	Description of Equipment	Party	Duration

iii. Contracts

[List any specific Contracts that is to be provided by Authorized User / Supplier—in table below or in **Schedule 6.2 (Software, Equipment and Contracts)**.]

Counter-Party	Party (Supplier or Authorized User)	Description of Contract	Duration

--	--	--	--

E. Required Consents.

The Parties shall be responsible for the respective Required Consent (refer to definition in Exhibit 1.1 of the MSA) in accordance with **[Schedule 6.3 (Required Consents)]** or *[the table below]* expressly provides otherwise.

Required Consent	Administratively Responsible Party	Financially Responsible Party

F. Subcontractors

*Pre-Approved Subcontractors. Include any approved subcontractors, pursuant to **§7.D.i (Subcontractors)** of the MSA.*

In accordance with **Section 7.D (Subcontractors)** to the MSA, **[Schedule 6.4 (Subcontractors)]** *[To lists Subcontractors approved under this SOW for the provision of the types of Services under this SOW noted therein] or [the following Subcontractors are approved by Customer for the provision of the following types of Services under this SOW:*

Approved Subcontractor	Service Location	Types of Services	Is Subcontractor a SWaM business as listed on Supplier Procurement and Subcontract Plan (Attachment D (Supplier Procurement and Subcontracting Plan) of the MSA). Identify its SWaM designation.

[This section/Schedule identifies the pre-approved Supplier Subcontractors, and also should specify which Services each Subcontractor will provide. This section/Exhibit may include some of Customer's current third party contractors who will be engaged by or transitioned to Supplier.]

G. Supplier Software and Tools

Schedule 6.6 (Supplier Software and Tools) lists the Supplier Owned Software and Third Party Software that Supplier shall use to perform the Services under this SOW.

7. MSA TERMS

In accordance with **Section 1.B (Statements of Work)** of the MSA, but subject to the limitation in **Section 24.S (Terms of MSA to Control; Order of Precedence)** of the MSA no term of this SOW may conflict with or undermine the integrity of the terms and conditions of the MSA, the following additional terms and conditions shall apply to this SOW:

[Include additional terms and conditions applicable to this SOW that vary from the MSA terms and conditions.]

8. NOTICES AND POINT OF CONTACT

For the duration of this SOW until changed by notice under this Section 9 the following Project Managers shall serve as the points of contact for day-to-day communication and other notices:

Authorized User:

Supplier:

SIGNATURE PAGE FOLLOWS

By signing below, both Parties agree to the terms of this Statement of Work.

Supplier:

(Name of Supplier)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Date: _____

Authorized User:

(Name of Authorized User)

By: _____
(Signature)

Name: _____
(Print)

Title: _____

Authorized User Head or Designee

Date: _____