

STATE TELECOMMUNICATIONS MANAGEMENT MANUAL

State of California Department of Technology		Statewide Telecommunications and Network Division
Category: Acquiring Telecommunications Services	Chapter Title: Statement of Work	Chapter Number: 0503.0

Issued: February 5, 2012 **Revised July 1, 2013**

THE FOLLOWING ELEMENTS ARE REQUIRED TO BE IN ANY STATEMENT OF WORK (SOW) FOR CONSULTING AND PROFESSIONAL SERVICES

“All Terms and Conditions as originally awarded in the CALNET 2 contract will apply and take precedence over any similar but differing language in this SOW. No language in this SOW will be allowed to modify or replace CALNET 2 Terms and Conditions. Agencies using these services should also understand that they are responsible for adhering to any State procurement requirements.”

Project Scope:

- Clear description of work to be performed or problem to be solved.
- Consulting and Professional Services must support CALNET Services or Equipment
Any task or deliverable below that does not map to what is identified in this scope description and the identified Feature ID’s/USOC description within the CALNET 2 contract cannot be performed, without amendment of this SOW and STND CCSU approval.

Detail of Task and Services to be provided

What task and deliverables the contractor will accomplish (list)?

- Each Task and Deliverables will need to have the correct CALNET feature name/identifier, task, hours, cost per hour and a total, see below for an example:

<u>CALNET/Feature ID Or USOC</u>	<u>Task</u>	<u>Hours</u>	<u>Cost Per Hour</u>	<u>Total Cost</u>
TRGV13	Provides experienced telecommunications professionals to support existing State and local resources with telecommunication activities outside of normal AT&T support.	20	\$94.00 recurring per hour	\$1880.00

Contact Information/Signatures

APPROVAL:

This Agreement is not in force or effect until signed by both parties (vendor and customer Agency Telecommunications Representative and approved by the STND Customer Contract Support Unit (CCSU). Contractor may not commence performance until such CCSU approval has been obtained.

AMENDMENT:

No amendment or variation of the contents or terms of this SOW shall be valid unless submitted in writing, signed by the parties and approved by the STND CCSU as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

THE FOLLOWING ELEMENTS ARE REQUIRED TO BE IN THE SOW

The following “template” is for customers to use when submitting a request for consulting or personal services contracts. The purpose of this document is to provide the Acquisition Specialist with required details in order to classify and determine the best procurement method to obtain the services being requested by you, our customer.

NOTE: the information in the parentheses is your guide for the type of information the Acquisition Specialist is looking to be submitted by program staff.

You should replace the *italic information* with your required information.

You should NOT replace or alter the sections that contain “non-italicized print.” These sections contain standard language to be included in all Statements of Work.

Once you submit this document with your Service Request, the Acquisition Specialist will work with you on areas that are not clear or not addressed.

Brief Description of Project:	
Agency Name and Location:	
Contact person and Phone Number of Agency:	
Contact person and Phone Number of Vendor Representative:	
Project Location:	

General Checklist Regarding Statement of Work

Vendor

Name _____

- Are the Terms and Conditions present on Page One of SOW?
- Is the Objective clearly stated?
- Term / Period of Performance (*What is the time frame for this service? Is this clear?*)
- Is the Contract dollar amounts clearly shown?
- Mandatory Qualifications: Are the correct Feature ID / USOC code used?
- Project Task / Deliverable clearly stated?
- Acceptance of Deliverables Clearly Defined?
- Contracts Reporting Requirement defined? (Weekly or monthly requirements, etc.)
- Contractor Responsibilities clearly defined?
- States Responsibilities clearly defined?
- Work Authorization mentioned or in place due to unexpected work?
- Invoicing and Payment defined?

Prepared By: _____ Date: _____

CCSU Reviewed By: _____ Date: _____

**Note: On separate page please explain reason for not checking off any box.*

TITLE OF CONTRACT SERVICE STATEMENT OF WORK (SOW)

(At a minimum, use this outline to detail the requirements for your project. Based on the information in this Scope of Work, suppliers making an offer will use this document to prepare and submit their Statement of Work response to the procurement document. The SOW must include any confidentiality, security and conflict of interest requirements that may be unique to our agency's mission or internal policies.)

1. OBJECTIVE

(This section is the how, who, what, when, and where. Also consider the function or quantity of the service you are requesting.)

2. TERM/PERIOD OF PERFORMANCE

(What is the time frame for this service? Please consult your Acquisition Specialist for language if a time extension or multi-year service might be needed.)

3. CONTRACT AMOUNT

(Please consult your Acquisition Specialist as to whether a contract amount or ceiling should be used.)

4. MANDATORY QUALIFICATIONS

(This section covers the qualifications of the company and personnel that will be conducting this service. Use specific requirements such as years of experience, type of experience and consider how you will verify that the contractor meets the criteria. Items to be considered are: core competencies, years of experience in a specific area as hardware, software or service area, presentation and communication skills, documentation of the experience, education, and certification.)

5. PROJECT TASKS/DELIVERABLES

(This section contains the list of tasks the Contractor must perform. The list of expected deliverables, i.e., reports, meetings, committee assignments, etc. with due dates, hours per task, amounts per task. These deliverable descriptions will be used to judge acceptance and when accepted will be used to justify payment.)

6. ACCEPTANCE OF DELIVERABLES

(When applicable include language such as there must be a signed acceptance document for each deliverable before invoices can be processed for payment.)

It is the Agency sole determination as to whether a deliverable has been successfully completed and acceptable to the Agency. Acceptance criteria shall consist of the following:

- a. Reports on written deliverables are completed as specified and approved.
- b. All deliverables must be in a format that can be used by the State.
- c. If a deliverable is not accepted, the Agency shall provide the rationale in writing within **(number of days)** days of receipt of the deliverable or upon completion of acceptance testing period.

7. CONTRACTOR REPORTING REQUIREMENTS (if applicable)

(This section defines weekly or monthly reporting requirements. The contractor will develop and provide ad hoc reports as deemed appropriate and necessary by the Agency. This section also addresses the timekeeping ensuring that each contractor staff person shall complete a time sheet.)

8. CONTRACTOR RESPONSIBILITIES

- a. The Respondent (hereinafter “Contractor”) will provide its own equipment and software necessary to perform the required duties.
- b. The Contractor shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.
- c. The Contractor will notify the Agency, in writing, of any changes in the personnel assigned to the tasks. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor’s control, the Contractor will make every reasonable effort to provide suitable substitute personnel. The substitute personnel shall meet all MSA requirements and must be approved in advance of any performance under the Agreement by your Agency.
- d. The Contractor personnel shall perform their duties on any of the premises of your Agency facilities located within the greater Sacramento area during regular workdays and normal business hours (8 a.m. – 5 p.m., Monday – Friday, Pacific Time), and at all other times as required to successfully provide the services described in this SOW.

9. STATE RESPONSIBILITIES

- a. Designate a person to whom all Contractor communication may be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
- b. Provide Contractor personnel with standard cubicle and / or office working facilities at any of the Agency sites and / or other locations specified by the Agency, as necessary, with limited network connectivity to access team working documents. Provide access to department staff and management, offices and operation areas, as required, to complete the tasks and activities defined under this Agreement.
- c. Provide at least a minimum of ten (10) State business days for the timely review and approval of information and documentation provided by the Contractor to perform its obligations.
- d. Provide information regarding the business structure of your Agency, and schedule the availability of your Agency personnel for interviews, as required by the Contractor to perform its responsibilities.

10. UNANTICIPATED TASKS

- a. In the event that additional work must be performed which was wholly unanticipated and is not specified in the Statement of Work (SOW), but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this Section will be employed.
- b. For each item of unanticipated work not specified in the SOW, a Work Authorization (WA) will be prepared in accordance with the sample provided as Attachment (X), Sample Work Authorization.
- c. It is understood and agreed by both parties to this Contract that all of the terms of this Contract shall remain in force with the inclusion of any such WA. Such WA shall in no way constitute a Contract other than as provided pursuant to this Contract nor in any way amend or supersede any of the other provisions of this Contract.

11. WORK AUTHORIZATIONS (WA)

- a. Each WA shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor and all information requested to be provided per Attachment (X), Sample Work Authorization.
- b. All WA must be in writing prior to beginning work and signed by the Contractor and your Agency
- c. Your Agency has the right to require the Contractor to stop or suspend work on any WA.
- d. Personnel resources will not be expended (at a cost to your Agency) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:
 - 1) If, in performance of the work, the Contractor determines that a WA to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify your Agency in writing of the Contractor's estimate of the work hours which will be required to complete the WA in full. Upon receipt of such notification, your Agency may:
 - (a) Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the WA;
 - (b) Terminate the WA; or
 - (c) Alter the scope of the WA in order to define tasks that can be accomplished within the remaining estimated work hours.
 - 2) Your Agency will notify the Contractor writing of its decision with seven (7) calendar days after receipt of the notification. If notice of the decision is given to proceed, the Contractor may expend the estimated additional work hours or services. Your Agency agrees to reimburse the Contractor for such additional work hours.

12. INVOICING AND PAYMENT

- a. Payment for tasks performed under this Agreement shall be **(hourly by Work Authorization and/or tasks completed or firm-fixed by deliverable)**. Signed acceptance is required from your Agency Contract Administrator before processing an invoice for payment.
- b. Upon successful completion of each task, the Contractor will submit an invoice for payment associated with the individual payment amounts.

Payments shall be based on each item subject to acceptance by your Agency. It will be up to your Agency sole determination as to whether an item has been successfully completed and is acceptable.

- c. Invoices should identify labor and costs charged for each task. Invoices should identify Contractor personnel by name and classification, hourly rate of pay, and hours expended by task; however, invoices shall be due and payable, and payment shall be made, only after your Agency acceptance of hours worked and/or completion of each task under this Agreement.
- d. The Contractor costs related to items such as travel and per diem **will not be paid** as part of the Agreement.
- e. Submit invoices with reference to the Purchase Order number to:

Agency Name
Agency Address
- f. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- g. If funding for fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

13. OTHER AGREEMENT CONSIDERATIONS

- a. The Contractor will act as prime contractor under this Agreement. In addition to identifying all personnel proposed to work under this Agreement, the Contractor shall also identify its subcontractor affiliation, as applicable.
- b. Your Agency reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
- c. Nothing contained in this Agreement shall create any conceptual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and

obligations hereunder. The Contractor is fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them.

- d. If a subcontractor is a California Certified Small Business and/or DVBE, then those amounts paid to certified subcontractors shall be identified on the Contractor's invoice(s).

- e. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have obligation to pay or to enforce the payment of any monies to any subcontractor.