**STATEMENT OF WORK (SOW)**

**STC 920S - IT Specialty Services**

**(Agency Identifier)**

Agency and/or Division: Agency - Division

IT Service Category: Choose an item.

Issue Date: MM DD, YYYY

Deadline for Questions: MM DD, YYYY 2:00 PM ET

Due Date for SOW Response: MM DD YYYY 2:00 PM ET

Contact Person: Agency Procurement Rep

 Agency Procurement Rep Email

 Agency Procurement Rep Telephone Number

**Subject to and governed by the terms and conditions in DIT 401105 and ITS-400343-001.**

Upon issuance of this SOW, employees and representatives of the agency other than the point of contact identified in this section will not discuss the contents of this SOW with any Vendor, potential Vendor, or their representatives. **Failure of a Vendor and any of its representatives to observe this restriction may result in disqualification of any related response.** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

**NOTE:**

***THIS SOW MUST BE REVIEWED BY STATEWIDE IT PROCUREMENT BEFORE DISTRIBUTION TO ANY VENDOR AND BEFORE AWARD.***

***STC 920S IS A COMPETITIVE CONTRACT. DO NOT SEND SOWs TO ONLY ONE VENDOR.***

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**[PLEASE DO NOT CHANGE ANY HEADING NUMBERS OR TITLES]**

# Procurement Schedule of Events

**1.1 Procurement Schedule of Events**

|  |  |  |
| --- | --- | --- |
| **Activity** | **Date** | **Time** |
| Distribute SOW to prospective Vendors |  |  |
| Deadline for Vendors to submit questions |  | **2:00 PM (ET)** |
| Agency’s response to Vendor questions |  |  |
| **Deadline for Vendors to submit responses to SOW**  |  | **2:00 PM (ET)** |
| Anticipated award | **TBD** |  |
| Estimated project start date | **TBD** |  |

**1.2 Question and Answers:**

Vendors must submit all questions regarding this SOW through the Event Message feature in Ariba Sourcing for this specific Sourcing Event, or by email to the contact person noted on page 1 of this SOW. Please insert “Questions: ITS-XXXXXX” as the subject for the email. Questions regarding this SOW will be accepted by the date and time specified in the table above.

The questions should be submitted in an editable MS Excel file in the following format using as many rows as needed.

| **#** | **SOW Page # / Section** | **Vendor Questions** |
| --- | --- | --- |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |

By submission of an inquiry, Vendor acknowledges that the applicable inquiry and official answer may be shared with other Vendors.

**1.3 Vendor Presentations**

At the Agency’s discretion, Vendors may be required to present their proposal and respond to questions.

**1.4 Delivery**

Vendor shall deliver one (1) **signed, executed** **electronic copy including all pages** of its offer in the applicable area of the Sourcing Event in Ariba Sourcing. The files should not be password-protected and should be capable of being copied to other media. If any information is confidential, please upload a separate redacted version of the offer as a separate file in the applicable area of the Sourcing Event in Ariba Sourcing.

# Scope

**2.1 Introduction and Project History**

Provide a brief summary of the project and the original business need (Example: *using antiquated payroll application purchased in 1988 to pay State employees, payroll laws have changed but the application hasn’t kept up with changes),* along with the current situation (Example: *replacing old payroll system with complex application that’s been highly customized).*

**2.2 Business Need and Scope**

Describe the ***high-level*** tasks/categories of tasks that the vendor must perform to meet project objectives. Include high-level performance specifications (qualitative and quantitative).

Provide a brief description of the **core objective** of the project and why the agency is requesting services from pool of pre-qualified vendor pool such as (Example):

* *need to ensure that all specifications are met; or*
* *new application can easily be modified to comply with payroll law changes.*

Optionally, include key expectations or deliverables such as (Example):

* *vendor to substantiate that application will perform as designed; document weaknesses and areas of concern; and*
* *provide recommendations on how to address weakness and areas of concern.*

**2.3 Project Complexity**

Provide an overall estimation of risk and complexity of the project:

* General Complexity: (Example: *monthly and weekly payrolls for 200,000+ employees using various pay rates, pay periods, and deductions)*
* Timeline: (Example: *implementation must be completed by June 30, 2020 per NCGA legislative directive)*
* Resources: (Example: *limited staff that can’t be pulled away from regular payroll duties without compromising employees’ paychecks)*
* Miscellaneous: (Example: *new security improvements will be integrated on March 15, 2023, that will impact implementation)*

**2.4 Business Need and Scope**

Provide a high-level description of the project’s staffing and management structure (Example: *department has 88 employees with five team leads responsible for key subject areas, e.g., payroll, insurance, taxes, leave balances, accounts payable. One Director and one Deputy Director manages entire staff.)*

# Milestones & Deliverables

**3.1 Minimum Required**

| **#** | **Milestone****Event** | **Deliverable** | **Estimated Completion Date** |
| --- | --- | --- | --- |
| 1 | *Project Kick-off*  | *Meeting Presentation* | *XX/XX/XXXX* |
| 2 | *Initial Assessment Complete* | *Detailed Assessment Document* | *XX/XX/XXXX* |
| 3 | *Module Process Tests* | *Detailed Test Results Document* | *XX/XX/XXXX* |
| 4 | *Training / T3* |  | *XX/XX/XXXX* |
| 5 | *Status Meetings* | *Meeting and Minutes* | *Weekly, Bi-weekly, etc.* |
| 6 | *Final Report* |  | *XX/XX/XXXX* |

**3.2 Optional**

| **#** | **Milestone****Event** | **Deliverable** | **Estimated Completion Date** |
| --- | --- | --- | --- |
| 1 |  |  |  |
| 2 |  |  |  |
| 3 |  |  |  |
| 4 |  |  |  |
| 5 |  |  |  |
| 6 |  |  |  |

#  Acceptance Criteria

(Agency should add any specific acceptance criteria needed for their SOW.)

#  Staffing

**5.1 Vendor** (Example)

| **Role** | **Years of Experience** | **Certifications** | **References Required** |
| --- | --- | --- | --- |
| *Project Manager* | *5* | *PMP* | *Y* |
| *Tester* | *3* | *N/A* | *N* |
| *Scrum Master* | *5* | *CSM* | *Y* |

**5.2 Agency** (Example)

| **Role** | **Description** | **% Project Availability** |
| --- | --- | --- |
| *Subject Matter Experts* | *Provide business knowledge and expertise* | *50%* |
| *Developers* | *Perform coding and unit test* | *100%* |
| *Database Administrator* | *Database support* | *10%* |

# Project Roles & Responsibilities

 **Responsibility Matrix** (Example)

| **Responsibility** | **Vendor** | **Agency** |
| --- | --- | --- |
| *Cabling, Electric, and User Network Connectivity from Access Points* |  | X |
| *Conversion Support* | X |  |
| *Conversion Support - SME* |  | X |
| *Training* | X | X |
| *Documentation* | X |  |

# Deliverables Acceptance Process

Agency should consider the following items when developing their SOW.

* Deliverables must be provided on the dates specified. Any changes to the delivery date must have prior approval (in writing) by the Customer SOW manager or designate.
* All deliverables must be submitted in a format approved by the Customer SOW manager.
* If the deliverable cannot be provided within the scheduled time frame, the Vendor is required to contact the Customer SOW manager in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.
* A request for a revised schedule must be reviewed and approved by the Customer SOW manager before it becomes effective. Contract Terms and Conditions may dictate remedies, costs, and other actions based on the facts related to the request for a revised schedule.
* The Customer will complete a review of each submitted deliverable within *XX* working days for the date of receipt.
* A kickoff meeting will be held at a location and time selected by the Customer where the Vendor and its staff will be introduced to the Customer.

**Sample Delivery Schedule**

|  |  |  |
| --- | --- | --- |
| **Deliverable No.** | **Deliverable Description**  | **SOW Reference Paragraph** |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |
| 7 |  |  |
| 8 |  |  |
| 9 |  |  |

# Reports and Meetings

Agency should consider the following items when developing their SOW.

* The Vendor is required to provide the Customer SOW manager with weeklywritten progress reports of this project. These are due to the Customer SOW manager by the close of business on Tuesday of each week throughout the life of the project
* The progress reports shall cover all work performed and completed during the period for which the progress report is provided and shall present the work to be performed during the subsequent period.
* The progress report shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved.
* The Vendor will be responsible for conducting weekly/bi-weekly/monthly/other status meetings with the Customer SOW manager. The meetings will be held on Tuesday of each week - at a time and place so designated by the Customer SOW manager - unless revised by the Customer SOW manager. The meetings can be in person or over the phone at the discretion of the Customer SOW manager.

# Period and Place of Performance

Specify the details in which the Vendor will conduct and complete the work associated with the SOW. Add location of performance (onsite, remote) and standard working hours. Include accessibility to agency facilities or data (weekends, late evening).

# Agency/Vendor-Furnished Equipment and Workspace

The table below contains the equipment and / or workspace that the Agency will provide the Vendor or that the Agency expects the Vendor to provide.

|  |  |  |  |
| --- | --- | --- | --- |
| **Description** | **Count** | **Vendor** | **Agency** |
| *Cube Workspace* | *7* |  | *X* |
| *Wireless Access* | *7* |  | *X* |
| *Printer Access* | *7* |  | *X* |
| *Laptops* | *7* | *X* |  |
|  |  |  |  |

# Invoices

Describe the Vendor’s responsibilities for invoicing Agency including invoice content, payment milestones and instructions for submitting invoices.

The Vendor must invoice [the Agency] as follows:

* Invoices are to be submitted to [the Agency] after its approval of each individual deliverable, as defined in the SOW.
* Final invoice must be received by [the Agency] within forty-five (45) days after the end of the contract period.
* Invoices must bear the correct SOW/PO number to ensure prompt payment. The Vendor’s failure to include the correct SOW/PO number may cause a delay in payment.
* Invoices are to be submitted electronically to [Agency Contact Name] with the following address:

[Agency;

Section;

Contact Name;

Full Address]

***INVOICES WILL NOT BE PAID UNTIL THE SERVICES ARE ACCEPTED.***

# Additional NCDIT Terms and Conditions

The following terms and conditions pertain to statewide security and architecture specifications:

*NOTE: The following terms and conditions pertain to statewide security and architecture specifications which should be included in this Statement of Work for the creation or enhancement of business solutions using all IT services categories* ***except (7) Process Improvement Services and (8) Independent Verification and Validation (IV&V) Services****. Otherwise, delete this section.*

**12.1.1 is for use only with MS CRM projects hosted in the DIT MS tenant and for any solution hosted on State infrastructure in the EDC or WDC.**

**12.1.2 is for all other applicable categories.**

Please reserve the non-applicable category i.e., 12.1.1 Solutions Hosted on State Infrastructure **Reserved**

**You can only Reserve both Section 12.1.1 and Section 12.2.1 for *7) Process Improvement Services and (8) Independent Verification and Validation (IV&V) Services*.**

***Please delete all Notes from the final SOW draft.***

**12.1 Security Specifications**

**12.1.1 Solutions Hosted on State Infrastructure [USE ONLY WITH MS CRM PROJECTS HOSTED IN THE DIT MS TENANT AND FOR ANY PROJECT THAT WILL BE HOSTED ON STATE INFRASTRUCTURE IN THE EDC OR WDC.]**

Vendors shall provide a completed Vendor Readiness Assessment Report State Hosted Solutions (“VRAR”) at offer submission. This report is located at the following website:

<https://it.nc.gov/documents/vendor-readiness-assessment-report>. The use of this report allows the identification of clear and objective security capability requirements, where possible, also allowing for the presentation of more subjective information. Section 3 of the VRAR is organized into three sections: 1) Section 3.1, **State Mandates**, which identifies a small set of state mandates a vendor must satisfy, 2) Section 3.2, **State Requirements**, identifies an excerpt of the most compelling requirements from the National Institute of Science and Technology (NIST) Special Publication (SP) 800 document series and State guidance which, if not met, the VENDOR is unlikely to achieve approval, and 3) Section 3.3, **Additional Capability Information**, identifies additional information that is not tied to specific requirements, yet has typically reflected strongly on a VENDOR’s ability to achieve approval.

The [Insert name of procurement project here] will be required to receive and securely manage data that is classified as [list data classification category here from the Statewide data classification and handling policy]. Refer to the North Carolina Statewide Data Classification and Handling policy for more information regarding this data classification. The policy is located at the following website: <https://it.nc.gov/document/statewide-data-classification-and-handling-policy>

To comply with the State’s Security Standards and Policies, State agencies are required to perform annual security/risk assessments on their information systems using NIST 800-53 controls.

**12.1.2 Solutions Not Hosted on State Infrastructure**

Vendors shall provide a completed Vendor Readiness Assessment Report Non-State Hosted Solutions (“VRAR”) at offer submission. This report is located at the following website:

<https://it.nc.gov/documents/vendor-readiness-assessment-report>. The use of this report allows the identification of clear and objective security capability requirements, where possible, also allowing for the presentation of more subjective information. Section 3 of the VRAR is organized into three sections: 1) Section 3.1, **State Mandates**, which identifies a small set of state mandates a vendor must satisfy, 2) Section 3.2, **State Requirements**, identifies an excerpt of the most compelling requirements from the National Institute of Science and Technology (NIST) Special Publication (SP) 800 document series and State guidance which, if not met, the VENDOR is unlikely to achieve approval, and 3) Section 3.3, **Additional Capability Information**, identifies additional information that is not tied to specific requirements, yet has typically reflected strongly on a VENDOR’s ability to achieve approval.

The [Insert name of procurement project here] will be required to receive and securely manage data that is classified as [list data classification category here from the Statewide data classification and handling policy]. Refer to the North Carolina Statewide Data Classification and Handling policy for more information regarding this data classification. The policy is located at the following website: <https://it.nc.gov/document/statewide-data-classification-and-handling-policy>.

To comply with the State’s Security Standards and Policies, State agencies are required to perform annual security/risk assessments on their information systems using NIST 800-53 controls. This requirement additionally applies to all vendor provided, agency-managed Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) solutions. Third party attestation certification reports, such as the Federal Risk and Authorization Management Program (FedRAMP) certification, SOC 2 Type 2, or ISO 27001 are required for any cloud service providing support for data classified as Restricted or Highly Restricted. A current assessment report will be required prior to contract award for the selected vendor.

An IaaS vendor cannot provide a certification or assessment report for a SaaS provider UNLESS that is written in the agreement between the two vendors.

**12.2 Enterprise Specifications**

**12.2.1 Enterprise Strategies, Services, and Standards**

Agencies and vendors should refer to the Vendor Engagement Resources page for information on North Carolina Information Technology enterprise services, security policies and practices, architectural requirements, and enterprise contracts. The Vendor Resources Page can be found at the following link: <https://it.nc.gov/vendor-engagement-resources>.

**12.2.2 Architecture Diagrams Defined**

The State utilizes architectural diagrams to better understand the design and technologies of a proposed solution. These diagrams can be found at the following link: <https://it.nc.gov/architectural-artifacts>.

There may be additional architectural diagrams requested of the vendor by the State and/or the agency.

**12.2.3 Virtualization**

The State desires the flexibility to host Vendor’s proposed solution in a virtualized environment, should it determine in the future that virtualized hosting for such solution would be more economical or efficient. The State currently utilizes server virtualization technologies including VMware, Solaris and zLinux. The Vendor should state whether its solution operates in a virtualized environment. Vendor also should identify and describe all differences, restrictions, or limitations of its proposed solution with respect to operation, licensing, support, certification, warranties, and any other details that may impact its proposed solution when hosted in a virtualized environment.

**12.2.4 Identity and Access Management (IAM)**

The proposed solution must externalize identity and access management. The protocols describing the State’s Identity and Access Management can be found at the following link:

<https://it.nc.gov/services/vendor-engagement-resources#identity-access-management>

Describe how your solution supports the above protocols as well as making them available for application integration/consumption.

**12.3 Subcontracting**

The Vendor may subcontract the performance of required Services with other Vendors or third parties, or change subcontractors, only with the prior written consent of the contracting authority.

Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors.

The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor.

Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third-party beneficiary of the contract; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor.

Notwithstanding any other contract terms, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.

**12.4 INSURANCE COVERAGE**

During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits:

**a)** **Worker’s Compensation** - The Vendor shall provide and maintain Worker’s Compensation Insurance, as required by the laws of North Carolina, as well as employer’s liability coverage with minimum limits of $100,000.00, covering all of Vendor’s employees who are engaged in any work under the Contract. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract; and

**b)** **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and

**c)** **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $5,000.00 medical payment; and

**d)** Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor’s liability and obligations under the Contract.

**12.5 Financial Review Form**

**[Financial review now required to be completed at the SOW level.]**

Vendor shall review the Financial Review Form**, provide responses in the gray-shaded boxes, and submit the completed Form as an Excel file with its offer. Vendor shall not add or delete rows or columns in the Form or change the order of the rows or column in the file**.

1. Vendor Name:
2. Company structure for tax purposes (C Corp, S Corp, LLC, LLP, etc.):
3. Have you been in business for more than three years? [ ]  Yes [ ]  No
4. Have you filed for bankruptcy in the past three years? [ ]  Yes [ ]  No
5. In the past three years, has your auditor issued any notification letters addressing significant issues? If yes, please explain and provide a copy of the notification letters.[ ]  Yes [ ]  No
6. Are the financial figures below based on audited financial statements? [ ]  Yes [ ]  No
7. Start Date of financial statements:

End Date of financial statements:

1. Provide a link to annual reports with financial statements and management discussion for the past three complete fiscal years:
2. Provide the following information for the past three complete fiscal years:

|  |  |  |  |
| --- | --- | --- | --- |
|  | Latest complete fiscal year minus two years | Latest complete fiscal year minus one year | Latest complete fiscal year |
| **BALANCE SHEET DATA** |  |  |  |
| 1. Cash and Temporary Investments
 |  |  |  |
| 1. Accounts Receivable (beginning of year)
 |  |  |  |
| 1. Accounts Receivable (end of year)
 |  |  |  |
| 1. Average Account Receivable for the Year (calculated)
 |  |  |  |
| 1. Inventory (beginning of year)
 |  |  |  |
| 1. Inventory (end of year)
 |  |  |  |
| 1. Average Inventory for the Year (calculated)
 |  |  |  |
| 1. Current Assets
 |  |  |  |
| 1. Current Liabilities
 |  |  |  |
| 1. Total Liabilities
 |  |  |  |
| 1. Total Stockholders’ Equity (beginning of year)
 |  |  |  |
| 1. Total Stockholders’ Equity (end of year)
 |  |  |  |
| 1. Average Stockholders’ Equity during the year (calculated)
 |  |  |  |
|  |  |  |  |
| **INCOME STATEMENT DATA** |  |  |  |
| 1. Net Sales
 |  |  |  |
| 1. Cost of Goods Sold (COGS)
 |  |  |  |
| 1. Gross Profit (Net Sales minus COGS) (calculated)
 |  |  |  |
| 1. Interest Expense for the Year
 |  |  |  |
| 1. Net Income after Tax
 |  |  |  |
| 1. Earnings for the Year before Interest & Income Tax Expense
 |  |  |  |
|  |  |  |  |
| **STATEMENT OF CASH FLOWS** |  |  |  |
| 1. Cash Flow provided by Operating Activities
 |  |  |  |
| 1. Capital Expenditures (property, plant, equipment)
 |  |  |  |

# Applicable Agency Additional Terms and Conditions

Please do not duplicate terms and conditions that already exist in DIT 401105 and ITS 400343-001.

**The 920S contract documents can be found on the Statewide web page.**

# Vendor Response

The Agency will select the Vendor(s) that offers the best value as determined by the information provided in the Vendor’s Response.

Agencies can ask Vendors to organize and indexed their responses in a certain format that must contain, at a minimum, all listed items in the sequence indicated.

**14.1 Staff Capabilities**

Vendor staff capabilities specific to this SOW:

* Key personnel resumes, illustrating the qualifications of each to perform the services described in this SOW, including expertise in IT Service.
* Organization chart
* Management team resumes.

**14.2 Service Capabilities**

Vendor shall provide evidence of its services capabilities:

* Description of X # projects of similar size and scope that Vendor has conducted within the past X # years;
* Description of experience providing similar deliverables in public sector, specifically state and local government;
* Vendor shall include an outline of its capability to deliver the required services, including process, functional, and technical expertise.
* Provide security and architecture documents as described in Section 12: Additional Terms and Conditions.

**14.3 Project Work Plan**

Vendor shall provide a draft high-level project work plan addressing the tasks specified in the SOW, which includes:

* A description of key activities and milestones.
* A detailed methodology description of the Vendor’s approach to analyze, assess, validate, document and complete each deliverable.
* A description of the resources necessary from Agency to support the process, including estimates of time needed from Agency’s subject matter experts and high-level analysis of data gathering objectives.
* Any dependencies of the project.

| **Deliverable No.** | **Deliverable Description** | **SOW Reference Paragraph** |
| --- | --- | --- |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |

# Additional Considerations

Agency may request oral presentations.

# Pricing

The main purpose of this section is to detail the pricing for the deliverables-based services. Vendor should also provide a summary of any duties and exclusions. The Vendor must provide a separate cost for each Deliverable in this SOW. Vendor shall provide firm fixed pricing.

**Cost Table 1: Project Management Deliverables**

| **Deliverable No.** | **Deliverable Description** | **SOW Reference Paragraph** | **Price** |
| --- | --- | --- | --- |
| 1 |  |  |   |
| 2 |  |  |   |
| 3 |  |  |  |
| 4 |  |  |  |
|  | **TOTAL** |  |  |

# 17.0 Performance Review and Accountability

N.C.G.S. § 143b-1340(F) And 09 NCAC 06B.1207 require provisions for performance review and accountability in State IT contracts. For this procurement, these shall include holding a retainage of 10% of the contract value and withholding the final payment contingent on final acceptance by the State as provided in 09 NCAC 06B.1207(3) and (4), unless waived or otherwise agreed, in writing. The Services herein will be provided consistent with and under these Services performance review and accountability guarantees.

# Out of Scope

Hardware, Software, Annual Maintenance, Cloud Subscriptions or Cloud Licenses.

# Contract Term

The parties agree that the effective date of the contract will be the date the authorized representative of [Agency] executes this SOW. The contract term will start on the effective date and will expire ninety (90) days after acceptance of the last deliverable, unless terminated earlier.

# Evaluation of Vendor Responses

The evaluation methodology for Vendor responses to this SOW will utilize Best Value as authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The methods described in ITS-400343-001, Section 7.0, Evaluation Process, Subsection 1) Best Value; Subsection 2) Source Selection; and Subsection 3) Best and Final Offers (BAFO) will be utilized in the evaluation of Vendor Responses to this SOW.

In order of importance, the evaluation criteria shall be as follows:

a. Substantial conformity to the minimum specifications for a Vendor response to this SOW

b. References/Past Performance [References must be contacted and documented. Do not refer to References if you do not plan to contact provided References.]

c. Vendor’s proposal for the provision of services and ability to provide the services and deliverables

d. Cost

e. Vendor’s presentation, if requested pursuant to Section 1.3

The Agency Evaluation Committee will compare Vendor proposals to the evaluation criteria listed above and will list and describe the strengths and weaknesses of each Vendor’s proposal as compared to the evaluation criteria and other Vendors’ proposals.

The Evaluation Committee will prepare a narrative summarizing the strengths and weaknesses of each Vendor’s proposal. The Agency will review the narrative and contract award recommendation to ensure that the evaluation was completed in accordance with State and Agency guidelines.

# Execution of Statement of Work

By signing below, the Vendor certifies that:

* this SOW Response was signed by an authorized representative of the Vendor
* this SOW is subject to all terms and conditions of DIT 401105 and ITS-400343-001 IT Specialty Services
* the undersigned Vendor offers and agrees to furnish the services set forth in the SOW, if accepted by the State.
* The offer is submitted competitively and without collusion.

**Failure to execute/sign SOW response prior to submittal shall render it invalid.**

|  |  |
| --- | --- |
| VENDOR: | E-MAIL:  |
| STREET ADDRESS / P.O. BOX, CITY, STATE & ZIP: |
| TELEPHONE NO:  |
| NAME & TITLE OF PERSON SIGNING: |
| AUTHORIZED SIGNATURE: | DATE:  |

Offer valid for at least 180 days from the date of SOW opening. After this time, any withdrawal of an offer shall be made in writing, effective upon receipt by the AGENCY.

**ACCEPTANCE OF STATEMENT OF WORK**

If any or all parts of this SOW are accepted, an authorized representative of AGENCY shall affix their signature hereto and this document along with the provisions of DIT 401105 and ITS-400343-001 shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

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| **FOR AGENCY USE ONLY** |
| Offer accepted this , as indicated on attached certification or purchase order,  |
| By Authorized representative of AGENCY)  |