**Attachment D1: Form Statement of Work RFP (SOW-RFP)**

**STATE OF VERMONT - STATEMENT OF WORK (SOW)**

**Request for Proposal (RFP)**

**Training Services Category:**

**Request for Proposal**

**Month DD, YYYY**

**CIO APPROVAL**

**This SOW RFP is approved for issuance by the Vermont Chief Information Officer/Secretary of the Agency of Digital Services.**

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CIO Approval Date

# ADMINISTRATIVE INFORMATION

## AGENCY/DEPT RESPONSIBILITY FOR SOW-RFP AND SOW AGREEMENT

Name the person/s and Agency/Dept.

This SOW RFP is being issued in accordance with the Master Agreement between the Contractor and the State of Vermont, Department of Buildings and General Services, Office of Purchasing and Contracting. After an evaluation of Contractor’s response to this SOW RFP, the Contracting Agency may elect to enter into a specific SOW Agreement which will outline all SOW Agreement requirements and payment provisions.

# SOW PROPOSAL SUBMISSIONS

All SOW Proposals are due no later than: **(Date) and Time**

Proposals must be submitted by email to: [[YOUR](mailto:SOV.ITContractingBids@vermont.gov) AGENCY CONTACT]. The email submission must reference the procurement name “**SOW-RFP Project Name**”.

* The SOW RFP Response is to be submitted to the contact set forth above via e-mail as four attachments. The “subject” line in the e-mail submission shall state the SOW-RFP Project Name. The first file, to be submitted in Word and pdf formats, will be the technical response to this SOW-RFP and titled, “SOW-RFP Project Name Technical”. The second file, to be submitted in Word or Excel and pdf formats, will be the financial response to this SOW-RFP and titled, “SOW-RFP Project Name Financial”.
* There is an attachment size limit of 40 MB. It is the Bidder’s responsibility to compress the PDF file containing its bid if necessary in order to meet this size limitation.

All SOW RFP Responses become the property of the State and, once the resulting SOW Agreement is finalized, are subject to disclosure under the State’s Public Records Act, 1 V.S.A. §§ 315-320. If a SOW RFP Response includes material that is considered by the Contractor to be a trade secret under 1 V.S.A. § 317(c)(9), the Contractor shall clearly designate the material as such in its submission. In accordance therewith, the State will not disclose information for which a reasonable claim of trade secret can be made pursuant to 1 VSA § 317(c)(9).

**In the cover letter to any SOW RFP Response, the Contractor must identify each page or section of the response that it believes is a trade secret and provide a written explanation relating to each marked portion to justify the denial of a public record request should the State receive such a request.**

# STATEMENT OF RIGHTS

The State of Vermont reserves the right to obtain clarification or additional information necessary to properly evaluate a proposal. The Contractor may be asked to give a verbal presentation of its proposal after submission. Failure of Contractor to respond to a request for additional information or clarification could result in rejection of the Contractor’s proposal. To secure a project that is deemed to be in the best interest of the State, the State reserves the right to accept or reject any and all bids, in whole or in part, with or without cause, and to waive technicalities in submissions. The State also reserves the right to make purchases outside of the awarded contracts where it is deemed in the best interest of the State.

# METHOD OF AWARD

Awards will be made in the best interest of the Contracting Agency. The Contracting Agency may award one or more SOW Agreements and reserves the right to make additional awards to other compliant bidders at any time during the term of the SOW Agreement if such award is deemed to be in the best interest of the Contracting Agency.

# ORAL PRESENTATIONS/INTERVIEWS

The Contracting Agency will conduct a pre-bid conference call on (Replace with Date and Time) to answer any questions potential bidders may have. The call-in number will be (Replace with Phone Number). [If no call will be held, delete this section.]

Prior to making a final selection, the Contracting Agency will determine whether to conduct oral presentations. The decision will be based on the quality and quantity of responses received. If it is determined that oral presentations are needed they will be conducted at no expense to the State. Oral presentation may be by phone or in person. In-person presentations will take place as directed by the Contracting Agency on a yet to be determined date at no expense to the State.

As part of the selection process, the State reserves the right to interview, either in person or via phone, all candidates for on-site staff that are proposed to perform the work defined within this SOW RFP. The State may also request a change to vendor staffing after a vendor has been selected if upon on-site efforts the State deems the relationship to not be acceptable. Replacement staff will be subject to additional interviewing and approval by the State at no additional cost to the State.

# NON-DISCLOSURE AGREEMENT

Contractors and each employee or subcontractor with access to State Data, as defined in the Master Agreement will be required to sign a standard State non-disclosure agreement if there is not already one on file.

# SCOPE OF WORK

## PURPOSE

### BACKGROUND

High level description of Contracting Agency’s business unit and the business case or situation leading to this Project

### REQUIREMENTS:

For this particular request, requirements include: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

**ADDITIONAL ATTACHMENTS/ASSURANCES**

For this particular request, the current versions of AHS Attachments E (BAA) and F (AHS Customary Terms) as attached to this SOW-RFP, shall be incorporated into the resulting SOW Agreement INCLUDE ATTACHMENTS OR DELETE THIS PARAGRAPH IF NOT APPLICABLE

For this particular request, the following additional assurances required by federal or state law, shall be incorporated into the resulting SOW Agreement:

INSERT CLAUSES OR DELETE THIS PARAGRAPH IF NOT APPLICABLE

# PROJECT MANAGEMENT

## PROJECT MANAGEMENT APPROACH (change or remove as needed)

Describe the project management approach required by your agency or business unit.  If certain project management methodologies are to be employed and project progress reports and project team meetings are to take place, they need to also be defined as deliverables below.

# PROJECT DELIVERABLES

Describe required deliverables in detail.  Under no circumstance should a SOW be developed or an SOW RFP be released where the deliverables are not quantified or the criteria for acceptance are not defined. Be clear and concise. The deliverables identified here should be directly tied to payment provisions.

Example: DELIVERABLE/ DELIVERY SCHEDULE

|  |  |  |
| --- | --- | --- |
| **ID** | **Deliverables** | **Expected Completion:**  <If known> |
|  | Deliverable A |  |
|  | Deliverable B |  |
|  | Deliverable C |  |
|  |  |  |

Example: DELIVERABLES MATRIX

|  |  |  |  |
| --- | --- | --- | --- |
| **ID** | **Acceptance Criteria** | Est Completion Date | Quoted Cost |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | Total |  |  |

# SOW AMENDMENTS

Change orders are not anticipated, however, if one becomes necessary, such work must be authorized by the State in writing before such work can proceed and requires an SOW Amendment to the SOW Agreement. Reference Attachment D3.

# REFERENCES

Provide the names, addresses, and phone numbers of at least three companies or State Agencies with whom you have transacted similar business in the last 12 months.  You must include contact names who can talk knowledgeable about performance and deliverables.

# OFFSHORE OUTSOURCING

Please indicate whether or not any services being provided are or will be outsourced as part of bidding on this project.

# SOW PROPOSAL FORMAT

Email PDF’s or Microsoft Office documents as set forth above under SOW PROPOSAL SUBMISSIONS

A SOW RFP Proposal shall provide the following:

## Proposed Services – Work Plan

* + 1. Proposed Services: A description of the Contractor’s proposed services to accomplish the specified work requirements, including dates of completion.
    2. Risk Assessment: An assessment of any risks inherent in the work requirements and actions to mitigate these risks.
    3. Proposed Tools: A description of proposed tools that may be used to facilitate the work.
    4. Tasks and Deliverables: A description of and the schedule for each task and deliverable, illustrated by a Gantt chart. Start and completion dates for each task, milestone, and deliverable shall be indicated. Must include deliverables specified in SOW-RFP as well as other deliverables that may be proposed by Contractor.
    5. Work Breakdown Structure: A detailed work breakdown structure and staffing schedule, with labor hours by skill category that will be applied to meet each milestone and deliverable, and to accomplish all specified work requirements.

## Proposed Personnel

* + 1. Identify all personnel by name and skill set who will be working on the project, include resumes
    2. Certification that all proposed personnel meet the minimum required qualifications and possess the required certifications to complete the work as required.
    3. Provide the names and titles of all key management personnel who will be involved with supervising the services rendered under the Agreement.

## Subcontractors

Identify all proposed subcontractors and their full roles that may be involved completing the Scope of Work. **No work shall be subcontracted without knowledge of and approval by the State.**

## State Assistance

Provide an estimate of expectations concerning participation by State personnel.

## Confidentiality

To the extent portions of a bidder’s proposal may be confidential, proprietary commercial information or trade secrets, the bidder shall highlight these sections, and provide justification why such materials, upon request, should not be disclosed by the State under the State’s Public Record Law (1 V.S.A. § 315 et seq.) . Contractor is advised that, upon request for this information from a third party, the Agency representative will be required to make an independent determination regarding whether the information may be disclosed.

## Transmittal Letter

The Contractor must submit a signed letter acknowledging the terms and conditions of the Master Agreement and any special requirements that may be included in a specific SOW Agreement.

# REQUIRED PRICE PROPOSAL RESPONSE

All pricing must be fixed cost, inclusive of all expenses and fees if this Statement of Work proposal is for a fixed price agreement. (Remove if Time and Materials agreement)

For Time and Materials the pricing proposal must include estimated effort hours, hourly rate for proposed personnel, projected timeline, including timing expectations for the State functional and technical resources and be submitted as a separate document from the rest of the proposal. (Remove if not Time and Materials)

***INVOICING* AND *PAYMENT***

**Price each deliverable individually** and understand that the final agreement may only contain certain deliverables.  Deliverables should be performance-based and payments should not be made until final acceptance by the State – avoid prepayments and “front-loaded payment schedules. The Contractor may invoice the State only after each agreed to deliverable has been accepted as satisfactory by the State.

All work performed by the Contractor must be approved in advance by the State. Once work has been completed, delivered and accepted by the State, invoicing can occur. The State’s payment terms are net 30 days.

**EXAMPLE of**

**PRICE PROPOSAL FORM**

(not inclusive of all requirements defined above)

PRICE PROPOSAL FOR SOW-RFP PROJECT NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |
| --- | --- | --- | --- |
| **Deliverables** | **Expected Completion:** | **Hourly Rate (applicable for Time and Materials)** | **Price**  **(aggregate hourly cost or Fixed price per Deliverable)** |
| Deliverable I | Date |  |  |
| Deliverable II | Date |  |  |
| Deliverable III | Date |  |  |
| Combined Bid | Date |  |  |

The Price Proposal form must use the same deliverables as outlined in the Request from the State.

# PROCEDURE FOR AWARDING A SOW AGREEMENT

## EVALUATION CRITERIA (Verify evaluation criteria below is appropriate for your project)

The responses will be evaluated based on the following:

* Quality of proposal content
* Cost
* Prior Experience with this type of work
* Timeline for completion of work to be performed

Contractor selection, or the determination to terminate the SOW RFP without award shall be done in the best interest of the State.

## COMMENCEMENT OF WORK UNDER A SOW AGREEMENT

Commencement of training as a result of the SOW-RFP process shall be initiated only upon issuance of a fully executed SOW Agreement and Purchase Order**.**

## SOW AGREEMENTS

If selected, the Contractor will sign an SOW Agreement with the Contracting Agency to provide the deliverables set forth in its response and at prices agreed by the Contracting Agency. Minimum support levels set forth in this SOW RFP and terms, and conditions from the Master Agreement, including Attachment C thereto, will become part of each SOW Agreement. Each SOW Agreement will be subject to review throughout its term. The Contracting Agency will consider cancellation of each SOW Agreement, as well as the Master Agreement upon discovery that the Contractor is in violation of any portion of the Master Agreement or an SOW Agreement, including an inability by the Contractor to provide the products, support, and/or service offered in its response. Each SOW Agreement shall specify the term of the Agreement.