**STATEMENT OF WORK (SOW) NUMBER**

**CONTRACT NUMBER XXXXXXXXXXXXXX
PROJECT TITLE**

This Statement of Work (SOW), between the State of Wisconsin, Department of NAME (hereinafter referred to as the "State") and Contractor Name (hereinafter referred to “Contractor”), is hereby incorporated into the aforementioned Contract. In the event of any conflict between this SOW and the Contract, the Contract shall control.

The purpose of this SOW is to express the terms and requirements for the performance of work by the Contractor and, where applicable, the State (collectively referred to as the “Parties”) to achieve the objectives of the NAME OF PROJECT. Specifically, the Contractor is required to provide the State with Services; Hardware; Maintenance and Support; as prescribed herein, subject to Acceptance.

**1. SCOPE**

The scope of this SOW includes Services; Hardware; Maintenance and Support. In no instance can the scope of this SOW exceed the scope, cost and term of the master Contract.

 1.1 DESCRIPTION OF PROJECT

Include here the basic description of the applicable project for which the agency is engaging the vendor.

 1.2 INCLUSIONS

What is specifically included in-scope of this agreement?

 1.3 EXCLUSIONS

What should be identified as specific exclusions of the agreement, i.e. are normally connected to these services but may not be in this case?

**2. CURRENT OPERATIONS; BACKGROUND; ASSUMPTIONS**

Include here a brief description of the relevant current operations, background, and assumptions of the State that the Contractor needs to know in order to perform. This may include but is not limited to current architecture and operating systems, business processes and workflow, system dependencies, infrastructure/footprint, users impacted by the work performed, etc.

In addition to the Contractor’s acknowledgement of the State’s current operations, background and the objectives of this engagement, the Contractor has the following project assumptions:

Include here any additional project assumptions from the vendor about the basis of the engagement.

**3. DEFINITIONS**

Include here any definitions applicable to the SOW not otherwise covered by the Contract.

**“Change Order”** or **“Change Request”** means a request for authorization to make a change in the Services or Deliverables under this Contract.

**4. TERM**

The work performed under this SOW will commence on the effective date of signature or accepted order, or later if mutually agreed between the Parties in writing, and will conclude as prescribed in this SOW.

 **4.1 Project Phases and Schedule**

Identify the main milestones of this project that must be accounted for in determining the total length of the engagement. Identify the dates and/or range of dates associated with each phase or milestone.

**5. LOCATION**

Services associated with this SOW will be performed on State premises at ADDRESS, CITY, STATE and/or other locations as required and mutually agreed upon between the Parties.

**6. FURNISHED MATERIALS, EQUIPMENT, ACCESS AND PROPERTY**

The Contractor will be responsible for all other materials, equipment, access and property required for it to successfully perform work under this SOW, unless specifically identified below.

The State will provide the following to the Contractor in its performance of work under this SOW:

If none, state “N/A”.

**7. STAFFING AND PERSONNEL**

The project will be delivered through a joint execution from both Contractor and State resources. While the Contractor will take the lead on most tasks and activities, it will be dependent on the State completing the work assigned to State resources for the project to be successful. This approach will maximize knowledge transfer and minimize costs.

The Parties agree that the following resources will be engaged on this project. Any change in personnel is subject to written notification to the other party. The Contractor must provide at least NUMBER of days’ advance written notification of personnel changes. The State must provide at least NUMBER of days’ advance written notification of personnel changes.

The State shall have the absolute right to approve or disapprove a proposed change of the key or contracted personnel. The Contractor shall provide to the State, in each instance a resume of the proposed substitute and an opportunity to interview that person prior to giving its approval or disapproval. The State shall not unreasonably withhold this approval.

**7.1 State Resources**

Identify the name, title/role, and general responsibilities for that role in this project.

**7.2 Contractor Resources**

Identify the name, title/role, and general responsibilities for that role in this project.

## 8. ROLES AND RESPONSIBILITIES

Roles and responsibilities are outlined below. Identify the major task, activity, Contractor role with the task/activity, and State role with the task/activity. For each task, identify whether the Contractor or State will be leading, assisting or approving the activities.

**Lead**: Take primary responsibility for the delivery of a major task/completion of an activity.

**Assist**: Active participation and engagement with the goal of aiding the Lead in completing a major task/activity.

**Approve**: Responsibility to review the deliverable/completion of a major task/activity and confirm that activity was completed in accordance with applicable requirements.

**9. DELIVERABLES MANAGEMENT**

The following deliverables will be completed during the term of this SOW:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Major Task/Phase | Deliverables | Description | Due Dates (target) | Party Responsible |
| Example: Complete User Acceptance Testing (UAT) | -UAT Script-UAT Results-Corrective action to the system, as needed | Lead UAT with key stakeholders to ensure system functions are acceptable | January 1-January 15 | Contractor |
|  |  |  |  |  |
|  |  |  |  |  |

**10. ACCEPTANCE**

All Contractor deliverables are subject to the Acceptance of the State. Each deliverable created under this SOW will be delivered to the State with a acceptance receipt. This receipt will describe the deliverable and provide the State’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 NUMBER days from receipt of the deliverable to provide the Contractor with the signed acceptance receipt unless an alternative schedule is mutually agreed to between the Parties.

### 11. OWNERSHIP

Deliverables created specifically for the State pursuant to this Contract shall be the property of the State and ownership of each Deliverable shall automatically transfer to the State upon acceptance and payment for such Deliverable. Deliverables shall not include Contractor technology; however, upon acceptance of and payment for the Deliverables, Contractor grants the State a royalty-free, fully paid-up, worldwide, non-exclusive license to use, access and benefit from, without the right to sublicense unless otherwise negotiated, Contractor technology incorporated in the Deliverables; provided, however, the State may sublicense such Contractor technology to its own agents and Subcontractors to permit them to meet their obligations to the State. The State shall not acquire rights to any Contractor technology, processes, or software used by Contractor in performing the Services (except for the license to Contractor technology as described above). Contractor may retain a copy of each Deliverable for archival purposes.

Nothing stated herein shall affect Contractor's ownership in or rights to its preexisting intellectual property and proprietary rights. Proprietary Contractor materials licensed to the State shall be identified to the State by Contractor prior to use or provision of Services hereunder and shall remain the property of the Contractor.

**12. PROJECT COST AND PAYMENT**

The cost shall not exceed $US XXX. Pricing invoiced shall not exceed contract costs. Contractor will provide invoices for, and payments will be made, following the acceptance of Deliverables or by the milestones and major tasks identified in the table below:

|  |  |
| --- | --- |
| **Date** | **Amount** |
|  |  |
|  |  |
|  |  |

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# 12.1 Time and Expense

The Contractor shall not be paid for the following items for contracted personnel: (i) travel time between their place of residence and place of work; (ii) parking fees; or (ii) out-of-pocket expenses incurred for travel to the place of work. The State does not anticipate contracted personnel incurring any travel expenses related to the performance of the services required under this SOW.

**12.2 Travel**

Additional travel costs are not permitted.

# 12.3 Normal and Routine Tasks

The Contractor is expected to accomplish the State’s normal and routine tasks not elsewhere described in this Contract but within the capabilities and resources available with existing Contractor employees who are assigned under the SOW. No request for additional chargeable hours, changes or modifications will be approved for tasks that the State, in its sole and final discretion, deems to be normal and routine.

# 13. CHANGE MANAGEMENT

All changes to this SOW must comply with the Contract. All changes to this SOW shall be in written form and fully executed between the State’s and the Contractor’s authorized representatives.

# OTHER TECHNICAL/FUNCTIONAL REQUIREMENTS

Provide any other unique project technical and functional requirements and expectations. If not applicable, identify with “NA”. Examples may include service level requirements; additional warranties; data retrieval and access; etc.

**SPECIAL TERMS AND CONDITIONS**

# Access to Facilities

Unless otherwise agreed by the parties, any and all access by Contracted Personnel to the facilities of the State shall be during normal State office hours and all Contracted Personnel shall be subject to the State site's security procedures.

# Site Rules and Regulations

Contractor shall use its best efforts to assure that Contracted Personnel, employees, and agents, while on the State’s premises or in the presence of State employees, comply with the State’s work rules and regulations applicable to the work site.

Neither party shall require waivers or releases of any personal rights from representatives of the other in connection with visits to its premises and no such releases or waivers shall be pleaded by them in any action or proceeding.

### Mitigation of Delays

The schedule shall not change as a result of time required by Contractor to correct deficiencies, unless otherwise agreed beforehand in writing by the State. However, the schedule may, through mutual agreement, be extended on a day-to-day basis to the extent that the State’s review of a Deliverable and review of corrections of deficiencies in accordance with the Acceptance process is longer than described in the schedule.

Contractor shall continue to perform its obligations that are not affected by the State review and shall mitigate any impact on Contractor from such delays caused by the State, e.g., redirecting its staff to perform other tasks, to the extent reasonably possible. To the extent it cannot redirect staff and mitigate such impacts, then an adjustment, if any, to the schedule will be made, if appropriate, based upon the Project Director’s reasonable consideration of all relevant circumstances, including but not limited to Contractor’s opportunity and efforts to mitigate the effect of the impact and if the State’s failure to perform is not due to an event related to master Contract terms of Force Majeure.

**Rolling Estoppel**

The State assumes the obligation for its resources as indicated in this SOW. The State will be conclusively deemed to have fulfilled its obligations, unless it receives a deficiency report from the Contractor within NUMBER of days of receipt of any alleged deficiencies and the Contractor identifies specific deficiencies in the State’s fulfillment of its obligations in that report. Deficiencies must be described in terms of how they have affected the specific performance requirement of the Contractor.

The Contractor is estopped from claiming that a situation has arisen that might otherwise justify changes in the project timetable, the standards of performance under the contract or the contract price, if the Contractor knew of that problem and failed to include it in the applicable report.

In the event the Contractor identifies a situation wherein the State is impairing the Contractor’s ability to perform for any reason, the Contractor’s deficiency report should contain the Contractor’s suggested solutions to the situation(s). These suggestions should be in sufficient detail so that the State’s project managers can make a prompt decision as to the best method of dealing with the problem and continuing the project in an unimpeded fashion.

If the problem is one that allows the Contractor (within the terms of the contract) to ask for changes in the project timetable, the standards of performance, the project price or all of these elements, the report should comply with the change order procedures.

IN WITNESS WHEREOF, each party hereto has caused this SOW to be executed by its duly authorized representative.

|  |  |
| --- | --- |
| State of WISCONSINDepartment of [fill in agency name] | CONTRACTOR |
| Signature: | Signature: |
| Printed Name: | Printed Name:  |
| Title: | Title:  |
| Date: | Date: |