

Attachment A to Master Services Agreement

FORM OF STATEMENT OF WORK

This is **Attachment A (Form of Statement of Work)** to the **Master Services Agreement**, dated as of September 26, 2016, by and between VITA and Supplier.

**STATEMENT OF WORK
(Project Services)**

ISSUED UNDER

**CONTRACT NUMBER VA-160926-HPEN
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
ENTERPRISE SERVICES, LLC**

This **Statement of Work** (this "**SOW**" or this "**Statement of Work**") is entered into effective as of May 26, 2017 (the "**SOW Effective Date**") by and between the Virginia **VITA** and **Supplier** (collectively, the "**Parties**" and each, a "**Party**"), under and pursuant to the provisions of the **Master Services Agreement**, dated as of September 26, 2016 by and between VITA and Supplier (VITA Contract No. VA-160926-HPEN) (as amended, modified or supplemented, the "**Agreement**"). Upon execution by the Parties, this SOW shall become part of the Agreement, in accordance with the provisions of **Section 1.3.2(c)** of the Agreement.

WHEREAS, the purpose of this SOW is for the Supplier to perform certain Services consisting of commercially reasonable best-effort FEP/CIP Support Services for VITA or other Customer(s) as designated herein.

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. PERIOD OF PERFORMANCE

The Services to be provided under this Statement of Work will be performed within six (6) months of execution of this Statement of Work, in accordance with the [support approach, conditions and assumptions]. This includes support staff indoctrination, orientation, training, review of available technical materials and best effort support of FEP/CIP as described below.

2. PLACE OF PERFORMANCE

Tasks associated with this project will be performed at the vendor's location and/or onsite as appropriate and convenient, or other locations as required by the effort.

3. PROJECT DEFINITIONS

Unless otherwise defined herein, capitalized terms used in this Statement of Work shall have the meaning provided in Exhibit 1.1 (Definitions) of the Agreement. In accordance with the introductory paragraph of the General Terms and Conditions, those terms, acronyms, and phrases utilized in the information technology outsourcing industry or in Commonwealth contracting processes which are not otherwise defined for purposes of this Statement of Work will be interpreted in accordance with their generally understood meaning in such industry or context.

The specific definitions provided for this Statement of Work are as follows:

FEP: Front End Processor

CIP: Channel Interface Processor

4. PROJECT SCOPE

A. General Description of the Project Scope

1. Overview

Having provided network operations and maintenance for Government agencies of similar size and complexity, Supplier clearly understands the critical success factors necessary to ensure the highest quality of support is provided and aligned to expectations. The quality of the support begins with the ability to validate current technology integration, documentation and processes that will directly

impact the success of network based support and associated operations and maintenance of FEP/CIP devices.

2. Phase I – Transition In

Supplier proposes a period of time to indoctrinate the Senior Network Consultant into Supplier and VITA support processes and procedures to ensure the consultant has the ability to provide support for FEP and CIP devices in accordance with Supplier and VITA policies, processes and procedures. This shall include onboarding, training, badging and any other system access requirements to ensure the Senior Network Consultant has the ability to provide remote support. During this phase the Senior Network Consultant will review existing FEP and CIP network, design and support documentation. Any gaps will be identified.

Phase I will commence within one week of this SOW's contract effective date.

3. Phase II – FEP and CIP Support

Supplier proposes 1 Senior Network Consultant to provide commercially reasonable best-effort support for FEP and CIP devices in accordance with VITA and Supplier process and procedures. Support will be provided remotely unless directed and approved in writing by VITA for the resource to travel to VITA locations as necessary to provide on-site support.

Phase II will commence upon completion of Phase I and will continue for six months unless mutually agreed by both parties, VITA and Supplier.

5. ASSUMPTIONS

Certain assumptions have been made in estimating expenses and determining the price for the support phase. These assumptions include the following:

- Supplier will use commercially reasonable best-effort to support the FEP and CIP devices. System outages or downtime related to the FEP and CIP devices will be excluded from the Supplier's Mainframe related SLAs with VITA
- VITA will name a single point of contact who will facilitate all access, support personnel and contacts, materials, documentation, etc. to enable the Senior Network Consultant indoctrination and ongoing FEP and CIP support

- VITA will provide supplier personnel with remote VPN access to their service management tools and all other systems needed to perform this support within 1 week of SOW Effective Date
- Remote support will be provided during normal business hours (M-F, 8-5)
- Onsite work will be performed during normal business hours (M-F, 8-5), as approved in writing by VITA
- The Senior Network Consultant will have one (1) hour from the time of receiving the initial support request ticket to call back and begin a diagnostic assessment of the incident
- Upon engaging in any diagnostic or support activities billing begins
- The VITA ticketing system will be the authoritative record for opening and closing support records for the Senior Network Consultant of which billable time will be measured against
- Should touch labor be required that cannot be directed by the remote Senior Network Consultant to onsite engineers the ticket will be updated to reflect this and notification will be sent to VITA requesting direction with regards to onsite support
- VITA will be responsible for providing access to parts and support contracts for FEP and CIP devices as needed
- Any documentation that needs to be created to provided support will be pre-approved by VITA
- Travel expenses are a direct pass through (estimates to be determined)

6. TOTAL PROJECT PRICE

- Phase I
 - Fixed Fee of \$8,000.00
- Phase II
 - A monthly Fixed Fee of \$2,500.00
 - Time and Materials (T&M) support at a rate of \$280.00 per hour
- T&M Reporting and Not to Exceed
 - T&M support under this SOW will not exceed \$50,000
 - The Supplier will provide a weekly report for the hours and amounts billed for the

- previous week
- No T&M services will be provided beyond \$50,000 until a new or amended SOW is executed by both parties
- Invoicing
 - Supplier will invoice VITA for the Fixed Fee and T&M services outlined in this SOW on a monthly basis. T&M will be for actual hours based on the hourly rates. No holdback or retained amounts will apply to these invoices.

7. DELIVERABLES

Both parties agree and acknowledge that this SOW does not include the provisions for any Deliverables.

8. GOVERNANCE

A weekly status depicting the relevant current accomplishments, status, issues, risks and next steps will be provided in the existing weekly status report to communicate and receive any feedback as appropriate.

9. ACCEPTANCE CRITERIA

Both parties agree and acknowledge that Services will be accepted upon performance.

10. TERMINATION

This SOW may be terminated at any time for convenience by either party through providing 15 days written notice.

11. CHANGE MANAGEMENT

All changes to this Statement of Work shall be in written form and fully executed between the VITA's and the Supplier's authorized representatives. For administrative changes, the Parties agree to use **Attachment B (Form of Change Order)** to the Agreement. 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/projects/default.aspx?id=567>

12. POINT OF CONTACT

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

VITA / other Customer: Mike Shaffer

Supplier: Bob Callahan

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

Supplier: Enterprise Services LLC

(Name of Supplier)

By: _____

(Signature)

Name: Steve Tolbert

Title: Vice President

Date: May 25, 2017

VIRGINIA INFORMATION TECHNOLOGIES
AGENCY

By: _____

(Signature)

Name: James MacKenzie

(Print) (Print)

Title: Senior Supplier Manager

Date: 05/26/2017