

MOA – COMPANY NAME

## Master Services Agreement (MSA)

Template Date: 04/14/22

## Contents

1.0: SPECIAL PROVISIONS .....	3
1.1: DEFINITIONS .....	3
1.2: SCOPE OF SERVICES .....	4
1.3: TIME FOR PERFORMANCE .....	4
1.4: COMPENSATION; METHOD OF PAYMENT .....	4
1.5: TERMINATION OF THE CONTRACTOR'S SERVICES .....	5
1.6: DUTIES UPON TERMINATION .....	5
1.7: INSURANCE .....	6
1.8: ASSIGNMENTS .....	7
1.9: OWNERSHIP; PUBLICATION, REPRODUCTION AND USE OF MATERIAL .....	7
1.10: NOTICES .....	8
1.11: FORCE MAJEURE .....	8
1.12: FINANCIAL MANAGEMENT SYSTEM .....	9
1.13: FUNDING REQUIREMENTS .....	10
1.14: SUBCONTRACTS .....	10
2.0: GENERAL CONTRACT PROVISIONS .....	10
2.1: RELATIONSHIP OF PARTIES .....	10
2.2: NONDISCRIMINATION .....	10
2.3: PERMITS, LAWS, AND TAXES .....	11
2.4: NON-WAIVER .....	11
2.5: AMENDMENT .....	11
2.6: JURISDICTION; CHOICE OF LAW .....	12
2.7: SEVERABILITY .....	12
2.8: LITIGATION .....	12
2.9: INTEGRATION .....	12
2.10: WARRANTY .....	12
2.11: LIABILITY .....	13
2.12: INSPECTION AND RETENTION OF RECORDS .....	13
2.13: AVAILABILITY OF FUNDS .....	13
ATTACHMENT A: STATEMENT OF WORK – STAFF AUGMENTATION .....	15
ATTACHMENT B: STATEMENT OF WORK - PROJECT SCOPE .....	23
ATTACHMENT C: CHANGE REQUEST FORM (CRF) .....	32
APPENDIX A: PRICING SCHEDULE .....	33

# MASTER SERVICES AGREEMENT

MOA CONTRACT/PURCHASE ORDER #  
CONTRACT FOR PROFESSIONAL SERVICES  
WITH  
COMPANY NAME HERE

In consideration of the mutual promises herein, ANCHORAGE and CONTRACTOR agree as follows. The documents listed below are hereby incorporated by reference. In the event of an inconsistency or conflict between or among the provisions of this contract or change order, the inconsistency shall be resolved by giving precedence in the following order: Contract, Contract Schedules/Appendices, Contract Amendments, RFP, PROPOSAL TO RFP.

This contract consists of:

- Part I, Special Provisions
- Part II, General Provisions
- Attachment A - Statement of Work (Staff Augmentation),
- Attachment B - Statement of Work (Project),
- Attachment C - Change Request Form (CRF)
- Appendix A - Pricing Schedule

Individual Statements of Work will be negotiated with <Company Name here> for work against this contract.

## 1.0: SPECIAL PROVISIONS

### 1.1: DEFINITIONS

In this contract:

- A. "Administrator" means the Information Technology Department Director or his/her designee.
- B. "Anchorage" means the Municipality of Anchorage.
- C. "Contractor" means <Company Name here>

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## 1.2: SCOPE OF SERVICES

- A. The Contractor shall perform professional services in accordance with [Statements of Work, Attachment A or Attachment B](#), which is attached hereto and incorporated in this section by reference
- B. Anchorage shall not allow any claim for services other than those described in this section. However, the Contractor may provide, at its own expense, any other services that are consistent with this contract.
- C. A Purchase Order (P.O.) will be issued against this contract for each specific Statement of Work. No work is authorized nor may commence without receipt of a P.O. once issued, the Contractor shall perform the Professional Services required to complete the Statement of Work contained therein. The Individual P.O.'s are not to exceed \$500,000.

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## 1.3: TIME FOR PERFORMANCE

- A. This contract becomes effective when signed on behalf of Anchorage.
- B. The Effective Date of the contract is the date it is signed by Anchorage.
- C. This Contract will remain in effect for one (1) year from the Effective Date of this agreement, with four (4) one-year options to renew at the sole discretion of the Municipality of Anchorage.

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## 1.4: COMPENSATION; METHOD OF PAYMENT

- A. Subject to the Contractor's satisfactory performance, Anchorage shall pay the Contractor a not to exceed amount of \$500,000 services for the term of this contract in accordance with this section.
- B. Anchorage shall pay the Contractor in accordance with the pricing schedule attached as Appendix A unless otherwise set forth in the applicable SOW and incorporated herein by reference for services actually performed under this contract.
- C. The Contractor is not entitled to any compensation under this contract, other than is expressly provided for in this section.
- D. As a condition of payment, the Contractor shall have paid all municipal taxes currently due and owing by the Contractor.

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## 1.5: TERMINATION OF THE CONTRACTOR'S SERVICES

The Contractor's services under Section 1.2 may be terminated:

- A. By mutual consent of the parties.
- B. For the convenience of Anchorage, provided that Anchorage notifies the Contractor in writing of its intent to terminate under this paragraph at least thirty (30) days prior to the effective date of the termination.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under the contract. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate with reasonable specificity of the grounds, and the other party fails to cure the default within the later of (i) thirty (30) days after receiving the notice or (ii) in the case of matter other than payment, an additional 60 days so long as the non-performing contractor can demonstrate that it is making diligent efforts to cure. Failure to cure within such sixty (60) day period may result in termination upon final notice only by the performing party. The parties may mutually agree to extend the cure period by written consent with a specified cure period.

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## 1.6: DUTIES UPON TERMINATION

- A. If Anchorage terminates the Contractor's services for convenience, Anchorage shall pay the Contractor for (i) the services rendered and goods delivered prior to terminations (with services being pro-rated if applicable), and (ii) any stranded cost (including license fees, and subcontracts or other unrecoverable amounts and excluding costs of Contractor personnel) reasonably incurred or to be reasonably incurred by Contractor as a result of the termination. Payment under this subsection shall never exceed the total compensation allowable under Section 1.4. All finished and unfinished documents and materials prepared by the Contractor shall become the property of Anchorage to the extent the final version thereof would become the property of Anchorage had the contract not been terminated.
- B. If the Contractor's services are terminated for cause, Anchorage shall pay the Contractor for the services rendered and goods delivered prior to the termination (with services being pro-rated if applicable) less any direct damages suffered by Anchorage because of the Contractor's failure to perform satisfactorily. Any finished or unfinished documents or materials prepared by the Contractor under this contract shall become the property of Anchorage at its option to the extent the final version thereof would become the property of Anchorage had the contract not been terminated.
- C. If the Contractor receives payments exceeding the amount to which it is entitled under subsections A or B of this section, the Contractor shall remit the excess to the Administrator within thirty (30) days of receiving notice to do so.
- D. In a termination for material failure of the Contractor to perform, the Contractor shall not be entitled to any compensation under this section until the Contractor has delivered to the Administrator all documents, records, work product, materials and equipment owned by Anchorage and requested by

the Administrator to the extent the final version of any documents (including records and work product) would become the property of Anchorage had the contract not been terminated.

- E. If the Contractor's services are terminated, for whatever reason, the Contractor shall not claim any compensation under this contract, other than that allowed under this section.
- F. Except as provided in this section, termination of the Contractor's services under Section 5 does not affect any other right or obligation of a party under this contract.

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## 1.7: INSURANCE

- A. The Contractor shall maintain in good standing, for the entire period of the contact, the insurance described in subsection B of this section. Before rendering any services under this contract, the Contractor shall furnish the Administrator with a Certificate of Insurance in accordance with subsection B of this section in a form acceptable to the Risk Manager for Anchorage.
- B. The Contractor shall provide the following insurance:
  - 1) \$500,000 Employers Liability and Workers Compensation as required by Alaska Law.
  - 2) Commercial Automobile Liability in the amount of \$1,000,000 combined single limit to include: owned, hired, and non-owned.
  - 3) Commercial General Liability including:
    - \$2,000,000 General Aggregate
    - \$2,000,000 Products/Completed Operations
    - \$1,000,000 Personal & Advertising Injury
    - \$1,000,000 Each Occurrence
    - \$5,000 Medical Payments
  - 4) Professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
  - 5) Cyber/Privacy Liability insurance with limits not less than \$3,000,000. The Cyber Coverage shall include, but not be limited to, claims involving invasion of privacy violations (including HIPPA), information theft, and release of private information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses.
- C. Policies written on a "claims-made basis" must have a two (2) year tail of coverage, or an unbroken continuation of coverage for two (2) years from the completion of the contract requirements.

- D. Each policy of insurance required by this section shall provide for advance notice to the MOA/Contract Administrator prior to cancellation in accordance with the policy. IF the insurer does not notify the MOA on policy cancellation it shall be the contractor's responsibility to notify the MOA of such cancellation.
- E. With the exception of Workers Compensation and Professional Liability each policy shall name The Municipality as an "additional insured" and the actual policy endorsement shall accompany each Certificate of Insurance.
- F. General Liability, Workers Compensation, and Automobile policies shall be endorsed to waive all rights of subrogation against the Municipality of Anchorage by reason of any payment made for claims under the above coverage. This policy endorsement shall accompany each Certificate of Insurance.
- G. All policies for general liability shall be primary and noncontributing with any insurance that may be carried by the Municipality.
- H. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Municipality requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Municipality.
- I. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the Municipality is an additional insured on insurance required from subcontractors.

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## 1.8: ASSIGNMENTS

Unless otherwise allowed by this contract or in writing by the Administrator, any assignment by the Contractor of its interest in any part of this contract or any delegation of duties under this contract shall be void, and an attempt by the Contractor to assign any part of its interest or delegate duties under this contract shall give Anchorage the right to immediately terminate this contract without any liability for work performed.

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## 1.9: OWNERSHIP; PUBLICATION, REPRODUCTION AND USE OF MATERIAL

Except as otherwise provided herein, all data, documents and materials produced by the Contractor and that are identified as deliverables to be provided to Anchorage under this contract shall be the property of Anchorage, which shall retain the exclusive right to publish, disclose, distribute, and otherwise use, in whole or in part, any such data, documents or other materials. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. Anchorage shall not obtain any ownership, distributions, or publication rights of the underlying intellectual property such as trademarks, patents, and business processes which shall remain the property of the Contractor or its vendors.

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## 1.10: NOTICES

Any notice required pertaining to the subject matter of this contract shall be mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Anchorage: Municipality of Anchorage  
Information Technology Department  
P.O. Box 196650  
Anchorage, AK 99519 6650

Contractor: (Contractor Name and address here)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices are effective upon the earlier of receipt, or five (5) days after proof of proper posting.

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## 1.11: FORCE MAJEURE

- A. If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this agreement (the “Nonperforming Party”) will be excused from timely performing those obligations, on condition that it complies with its obligations under sections D.
- B. For purposes of this agreement, a Force Majeure Event means, with respect to a party, an event or circumstance (i) that was unforeseeable; (ii) that was not caused by that party or those for whom that party is responsible; and (iii) that could not have been avoided by the party or those for whom the party is responsible by the exercise of due diligence or reasonable efforts.
- C. In addition, a Force Majeure Event shall not include (i) a strike or other labor unrest that affects only one party; (ii) an increase in price except for imposition of extraordinary tariff; (iii) a change of law; (iv) market and economic conditions affecting the availability, supply or cost of labor, equipment, materials, tools or supplies; (v) a court or administrative order that applies only to the affected party, its related entities, or to those for whom that party is responsible; or (vi) events arising out of the Covid-19 pandemic, including but not limited to resource availability, delays, travel restrictions, and costs of quarantine.



- D. Upon occurrence of a Force Majeure Event, the Nonperforming Party shall notify the other party in writing within seven calendar days of the occurrence of the Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter the Nonperforming Party shall provide written weekly updates. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to protect and preserve previously performed work or services, and to resume its performance under this agreement.
- E. If the Contractor is the non-performing party, the Municipality may elect to continue with payments or to stop payments for any work not yet performed or completed. If the Municipality is making payments during the Force Majeure, the Contractor shall have no right to terminate.
- F. If the Contractor is the non-performing party, the Municipality may elect to terminate the contract upon 60 days' notice. Irrespective of any extension of time, either party may give the other a notice of termination after 180 days from date of first notice under section D. above.
- G. If Contractor is the non-performing party, Contractor shall only be entitled to an extension of time and not any costs or damages resulting from Force Majeure events or delays.
- H. Notwithstanding termination provisions set forth elsewhere in this agreement, the above provisions shall control in the event of a Force Majeure.

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## 1.12: FINANCIAL MANAGEMENT SYSTEM

The Contractor shall establish and maintain a financial management system that:

- A. Provides accurate, current, and complete disclosure of all financial transactions relating to the contract;
- B. Maintains separate accounts for all revenues and expenditures, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
- C. Compares actual expenditures with budgeted amounts and relates financial information to performance or productivity data including unit cost information where applicable;
- D. Allocates administrative costs to direct service delivery units;
- E. Minimizes the time between receipt of funds from Anchorage and their disbursement by the Contractor;
- F. Provides accounting records supported by source documentation; and
- G. Provides a systematic method assuring the timely and appropriate resolution of audit findings and recommendations.

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## 1.13: FUNDING REQUIREMENTS

In the event that any funding source for this contract should impose additional reporting or use requirements upon Anchorage, the Contractor agrees to abide by those additional requirements immediately upon receipt of written notice thereof from Anchorage. If said requirements increase the SOW, the parties will negotiate an adjustment to the SOW scope and pricing.

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## 1.14: SUBCONTRACTS

The Contractor may enter into subcontracts for the purchase of goods and services necessary for the performance of this contract, provided:

- A. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefore.
- B. Every subcontract under which the Contractor delegates the provision of services shall be subject to review and approval (not to be unreasonably withheld) by the Administrator before it is executed by the Contractor. Pricing may be omitted as confidential information from the subcontract that is submitted for review.
- C. Every subcontract in an amount exceeding \$1,000.00 shall require reasonable access to business records of the subcontractor relating to the purchase of goods or services pursuant to the subcontract. The information required for contractor to comply with its reporting obligations under this contract.

## 2.0: GENERAL CONTRACT PROVISIONS

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### 2.1: RELATIONSHIP OF PARTIES

The Contractor shall perform its obligations hereunder as an independent contractor of Anchorage. Anchorage may administer the contract and monitor the Contractor's compliance with its obligations hereunder. Anchorage shall not supervise or direct the Contractor other than as provided in this section.

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### 2.2: NONDISCRIMINATION

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, or marital status, or who is a "qualified individual with a disability", as that phrase is defined in the Americans with Disabilities Act of 1990. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, mental or physical disability, sexual orientation, or gender identity. Such action shall include,

without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- B. The Contractor shall state, in all solicitations or advertisements for employees to work on contract jobs, that all qualified applicants will receive equal consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, marital status, or mental or physical disability.
- C. The Contractor shall comply with any and all reporting requirements that may apply to it which the Anchorage Office of Equal Employment Opportunity Contract Compliance may establish by regulation. The contract compliance officer may accept the contractor's compliance with federal requirements or the contractor's federal reporting documents in lieu of reporting under this section.
- D. The Contractor shall include the provisions of subsections A through C of this section in every subcontract or purchase order under this contract, so as to be binding upon every such subcontractor or Contractor of the Contractor under this contract. The contract compliance officer may accept the contractor's compliance with federal requirements or the contractor's federal reporting documents in lieu of reporting under this section.
- E. The Contractor shall comply with all applicable federal, state, and municipal laws concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7, Chapter 7.50 of the Anchorage Municipal Code.

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### 2.3: PERMITS, LAWS, AND TAXES

The Contractor shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this contract. All actions taken by the Contractor under this contract shall comply with all applicable statutes, ordinances, rules, and regulations. The Contractor shall pay all taxes pertaining to its performance under this contract.

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### 2.4: NON-WAIVER

The failure of either party at any time to enforce a provision of this contract shall in no way constitute a waiver of the provision, nor in any way affect the validity of this contract or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

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### 2.5: AMENDMENT

- A. This contract shall only be amended, modified, or changed by a writing, executed by authorized representatives of the parties, with the same formality as this contract was executed.

B. For the purposes of any amendment modification or change to the terms and conditions of this contract, the only authorized representatives of the parties are:

Contractor:

Anchorage: Mayor, Municipal Manager, or Authorized Designee

C. Any attempt to amend, modify, or change this contract by either an unauthorized representative or unauthorized means shall be void.

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## 2.6: JURISDICTION; CHOICE OF LAW

Any civil action rising from this contract shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The law of the State of Alaska shall govern the rights and obligations of the parties under this contract.

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## 2.7: SEVERABILITY

Any provision of this contract decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the contract.

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## 2.8: LITIGATION

THE PARTIES WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY CLAIM, ACTIONS, PROCEEDING, OR COUNTERCLAIM BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

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## 2.9: INTEGRATION

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this contract shall supersede all previous communications, representations, or agreements, either oral or written, between the parties hereto.

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## 2.10: WARRANTY

Contractor warrants that the services performed under this Contract will meet the standards of skill and diligence normally employed by persons performing the same or similar services; that work will be free from errors and from defects in workmanship and materials; and that deliverables and Products shall conform to the

specifications. Contractor shall perform such additional work as may be necessary to correct errors in the work required under this Contract without undue delays and without additional cost to Anchorage.

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## 2.11: LIABILITY

The Contractor shall indemnify, defend, save and hold Anchorage(or Municipality) harmless from any and all claims, lawsuits or liability, including attorney fees and costs, allegedly arising out of loss, damage or injury to persons or property or from any wrongful or negligent act, error or omission of Contractor, Contractor's agents, employees, subcontractors or invitees, occurring during the course of, or as a result of the Contractor's, Contractor's agents, employees, contractors, subcontractors or invitees performance pursuant to this contract.

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## 2.12: INSPECTION AND RETENTION OF RECORDS

The Contractor shall, at any time during normal business hours and no more frequently than once annually, make available to Anchorage, for examination, all of its records (excluding the Audit Exclusions below) with respect to all billing and civil rights matters covered by this contract for a period ending three years after the date the Contractor is to complete performance in accordance with Section 2 of the Special Provisions. Upon request, and within a reasonable time, the Contractor shall submit such other information and reports relating to its activities under this contract, to Anchorage, in such form and at such times as Anchorage may reasonably require. The Contractor shall permit Anchorage to audit, examine, and make copies of such records, and to make audits of all invoices to Anchorage, materials, and other data relating to all matters covered by this contract. Anchorage may, at its option, permit the Contractor to submit its records to Anchorage in lieu of the retention requirements of this section. The above audit rights do not entitle Anchorage or its representatives to have access to: (i) information of other customers of Contractor; (ii) information concerning Contractor's internal charges; (iii) except for information required to be disclosed pursuant to Section 1.14, "Subcontracts", information relating to Contractor's procurement practices, except as to civil rights compliance; (iv) privileged information; (v) personal information about Contractor's personnel; or (vi) any internal audit of Contractor (collectively the "Audit Exclusions"), except as to civil right compliance. Any such audit shall occur at Contractor's place of business, or alternatively, records shall be provided digitally. Each party agrees to pay for its own routine costs of such audit. In the event of an audit involving non-routine costs, Anchorage shall be responsible for covering such non-routine costs. "Routine" costs shall be understood to mean all costs associated with audit requests that can be compiled, redacted, and provided by Contractor in a single (1) business day.

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## 2.13: AVAILABILITY OF FUNDS

Payments under this contract require funds from future appropriations and are subject to future appropriations. If sufficient funds are not appropriated for payments required under this contract, this contract shall terminate without penalty to Anchorage and Anchorage shall not be obligated to make payments under this contract beyond those which have previously been appropriated.

IN WITNESS WHEREOF, the parties have executed this contract on the date and at the place shown below.

**MUNICIPALITY OF ANCHORAGE**

**CONTRACTOR**

\_\_\_\_\_  
Mayor, Municipal Manager or Authorized Designee

\_\_\_\_\_  
(Contractor Signature)

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

RECOMMEND FOR APPROVAL:

Date: \_\_\_\_\_

\_\_\_\_\_  
Marc Dahl, Information Technology Director

IRS TAX Identification No: \_\_\_\_\_

Tax Status: Taxable [ ] Non-Taxable [ ]

Date: \_\_\_\_\_

## Statement of Work:

**VENDOR NAME**

For the Municipality of Anchorage  
Information Technology Department

SOW Template Version: 04/15/2022

Vendor: [REDACTED]

MOA Contract: [REDACTED]

SOW: [REDACTED]

# Vendor Name Statement of Work

This Statement of Work (“SOW”) is for the Municipality of Anchorage (MOA). This document includes the Statement of work.

## Request for Professional Services

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### 1.0: SCOPE OF WORK

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#### 1.1: OVERVIEW

Staff Augmentation Services (called “Services”) for MOA. The Contractor will provide personnel resource(s) during the Service Period as defined in section 6.0: Service Period in this SOW. During the Service Period the MOA can request Services through the Contractors contract manager on a time and material basis. The Contractor will identify the appropriate skilled resource(s) to fulfill such request which will be detailed in a task order response and quote to the MOA under the technical direction and supervision of an authorized MOA representative.

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#### 1.2: WORK ASSIGNMENT

The MOA needs **Resource Type** to support...

**The Resource Type** will be required to perform the following tasks:

- Other Resource Type duties as assigned.

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### 2.0: FACILITIES AND HOURS OF COVERAGE

- Services will be performed at MOA facilities as agreed to in this SOW.
- The Contractor may use subcontractors in the performance of this Service if the MOA approves of the resources.
- The Contractor may perform the work during hours of his own discretion but must be available for hourly checkpoint meetings between the hours of 8 a.m. to 5 p.m., Alaska Standard Time, Monday through Friday, except holidays, as agreed upon and scheduled by MOA and Contractor, unless otherwise specified. The MOA may provide access locations outside normal business hours, as mutually agreed between MOA and the Contractor.
- There will be no back-up coverage while assigned resources are off for vacation/holidays/other reasons.
- Resources(s) assigned to this SOW are (**define number of hours per week expected here**) and will work **XXX** hours per assigned in dividual, for large Staff Augmentation requests a matrix will be added to define the expected schedule and hours per week. There will be **X** (number) resource(s) assigned to this SOW.



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## 3.0: CONTRACTOR RESPONSIBILITIES

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### 3.1: CONTRACTOR POINT OF CONTACT

The Contractor will provide a point of contact (POC) who will be the Contractor's focal point during performance of the Services. The Contractor's POC will have the authority to act on behalf of the Contractor in all matters regarding this SOW. The POC will:

- Be available 8 a.m. to 5 p.m. Monday to Friday, Alaska Standard Time.
- Be accessible via a telephone number or electronic mail address if working remote.
- Be the contact for MOA communications relating to any required assistance with the resolution of problems.
- Be the contact for MOA communications relating to any required Service requests.
- Work with the MOA POC for any requests against this SOW.
- Coordinate the Contractor resources.
- Work with the MOA Project Manager or Management to address pending issues (if project work is assigned).
- Establish and maintain project communications with the MOA Point of Contact.
- Work with the MOA Point of Contact to address pending issues.
- Administer the Change Control Procedure as defined in the Change Request Form (Attachment C), with the MOA POC.
- Review the SOW and the contractual responsibilities of both parties with the MOA Point of Contact.
- Review the Contractor standard invoice format and billing procedure to be used on the SOW, with the MOA POC.
- Prepare and submit status reports to the MOA Point of Contact: (as agreed to in this SOW)

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### 3.2: STAFF PROVISIONING

The Contractor will provide the following provisions for their staff working for the Call Center:

- Phone
- Data connectivity for the provision of remote support.
- Long distance phone charges to or from the MOA's location.
- A laptop or desktop device compatible with MOA's chosen remote access method (VPN and Remote Desktop Protocol)

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## 4.0: MOA RESPONSIBILITIES

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### 4.1: MOA POINT OF CONTACT

MOA will designate a person to serve as the MOA Point of Contact (POC), who will be the focal point for the Contractor communications and will have the authority to act on behalf of MOA in all matters.

The MOA POC responsibilities include the following:

- Serve as the interface between the Contractor and all your departments participating in the project.
- Create and maintain the list of Authorized Personnel as outlined in Section 13.0.
- Provide, in a timely manner, applicable information, data, consents, decisions, time sheets and approvals required by the Contractor.
- Provide overall work direction and management including responsibility for assigning and directing work to the Contractor resources.
- Administer any changes to the SOW with the Contractor.
- Resolve deviations from the estimated schedule in conjunction with the Contractor.
- Help resolve issues and escalate issues within MOA's organization, as necessary.
- Verify that all MOA responsibilities assigned to MOA are performed according to the agreed upon schedule.
- Facilitate access to the existing MOA applications and technical infrastructure.
- Authorize tasks that impact resource utilization in a timely manner.
- Review with the Contractor invoice or billing requirements.

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### 4.2: MOA GENERAL RESPONSIBILITIES

- Provide the tools and infrastructure to the Contractor resource(s) during the performance of these services.
- Provide the management, direction and control of all resources provided by Vendor.
- Make appropriate personnel available to assist the Contractor in the performance of the Contractor's responsibilities.
- Provide office space, supplies, furniture, connectivity to the Internet, and other facilities for the Contractor's personnel while working on MOA premise.
- Ensure that current maintenance and license agreements are in place with applicable Contractors for those products and services upon which the Contractor is relying to provide the Services described herein. Provide administrative support.

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## 5.0: SERVICE REQUIREMENTS

- All Contractors under this SOW are required to track their time using the ITD Effort Tracking tool.
- All services will be performed on-site.
- Contractors under this SOW are required to pass a CJIS background check (may only apply to specific resources)

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## 6.0: SERVICE PERIOD

The Services will be performed consistent with the estimated schedule below. The contractor and MOA agree to make reasonable efforts to carry out our respective responsibilities in order to achieve the following schedule.

Total Service Period:

- Estimated Start Date: Month, Day Year
- Estimated End Date: Month, Day Year

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## 7.0: COMPLETION CRITERIA

The Contractor will have fulfilled their contractual obligations when one of the following occurs:

- The Contractor expends the value of the estimated charges set forth in the “Charges” section of this SOW, or in any subsequent change authorization.
- The MOA determines the tasks associated with one or more of the resources covered under the SOW are completed (for each resource covered under this SOW, the MOA reserves the right to terminate use of the resource based on need).
- Expiration of the Service Period as described above (Section 6.0: Service Period).
- MOA or the Contractor terminates the task order in accordance with the provisions of this SOW.

---

## 8.0: CHARGES

The Services will be provided on a time and materials basis.

The Not to Exceed (NTE) amount of the SOW is \$###.##

The Contractor will provide Services as set forth in the Resource Pricing Table (section 14.0: Resource Pricing Table), at MOA’s request.

Should MOA become dissatisfied with the performance of any of the personnel that the Contractor assigns to perform Services for MOA, MOA may notify the Contractor with details of the unsatisfactory performance and the Contractor will cooperate with MOA to remedy the problem.

Contractor shall invoice MOA on a weekly basis for hours worked the preceding week. For replacement resources the responsibility of each party is as follows:

The Contractor will:

- Not charge the MOA for training of the replacement resource to get them to a point where they are able to perform the work in the SOW (the amount of time will be mutually agreed to but not to exceed 40 billable hours).
- Provide a resource that meets the Services requirement at or above the requested experience level.
- Unless otherwise agreed to by MOA, rates for the replacement resource will be the same as the original resource.

The MOA will:

- Pay all professional costs of Service at the previously agreed upon rate, defined in the Resource Pricing Table (section 14.0: Resource Pricing Table) for replaced resources.

---

## 9.0: TERMINATION

Either the MOA or the Contractor may terminate this SOW per the terms of the Master Services Agreement (MSA) unless otherwise specified in this SOW.

---

## 10.0: OTHER TERMS AND CONDITIONS

- No overtime will be allowed under this scope of work.
- No travel expenses are expected for this SOW.
- The signing and/or approval of a timecard by an authorized MOA representative will constitute acceptance of services.
- The Contractor will maintain up-to-date end point protection on systems accessing MOA systems to reasonably secure against malware.
- Contractor agrees to abide by MOA policies regarding network access.
- The MOA is loaning hardware for vendor use, which must be returned to the MOA in the event of termination or contract conclusion:

<b>Yes</b>	<b>No</b>
------------	-----------

Hardware being loaned: \_\_\_\_\_
- This Scope of Work is Federally funded

<b>Yes</b>	<b>No</b>
------------	-----------

---

## 11.0: SECURITY REQUIREMENTS

Provide (or reference as an Attachment) MOA's security requirements. For any individual MOA location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of the contractor's employees or agents. The contractor may, at any time, be required to execute and complete, for each individual contracted employee or agent, additional forms, which may include non-disclosure agreements to be signed by the contractor's employees or agents acknowledging that all MOA information with which such employees and agents come into contact while at the MOA site is confidential and proprietary. Any unauthorized release of proprietary information by the contractor or an employee or agent of the contractor shall constitute a breach of the Contract.

At a minimum, the contractor shall adhere to all of MOA’s standard security requirements.

---

## 12.0: CHANGE REQUEST FORM PROCEDURE

The following processes will be followed in requesting resources which are not in scope for the original SOW or if a change is required to an existing resource due to a need arising for a different skill set or level of knowledge:

- MOA will complete the Change Request Form (CRF) template in Attachment C and submit to the Contractor POC.
- The Contractor POC will review the CRF with MOA and confirm the scope and type of resources required within one (1) business day.
- MOA will confirm their acceptance or resources within an additional three (3) business days.

---

## 13.0: AUTHORIZED PERSONNEL

The following MOA Personnel have the authorization to provide requests for resources under this SOW: Authorized Personnel

Authorized Personnel	Title	E-Mail	Phone
MOAPersonnelName	MOAPersonnelTitle	<a href="mailto:MOAPersonnelFirst.Last@anchorage.gov">MOAPersonnelFirst.Last@anchorage.gov</a>	907-###-####
PersonnelName	PersonnelTitle	<a href="mailto:PersonnelFirst.Last@example.com">PersonnelFirst.Last@example.com</a>	###-###-####

---

## 14.0: RESOURCE PRICING TABLE

Resource Type	Skill	Name	Rate	Hours	Total
ResourceType_A	ResourceSkill	ResourceName	\$##.##	###	\$####.##
ResourceType_B	ResourceSkill	ResourceName	\$##.##	###	\$####.##

---

## 15.0: ACCEPTANCE

The individuals whose names appear immediately below, in section 16.0: Signature Page, exercise their proper authority as designated representatives for their company by confirming with their signature that the terms of this SOW are deemed acceptable.

**Vendor Name**

**Municipality of Anchorage**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position Title

\_\_\_\_\_  
Position Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT B: STATEMENT OF WORK - PROJECT SCOPE

Statement of Work (SOW) #####-##

CONTRACT NUMBER #####

BETWEEN

MOA INFORMATION TECHNOLOGY DEPARTMENT

AND

VENDORNAME

SOW XXX is hereby incorporated into and made an integral part of Contract Number ##### (“Contract”) between the Municipality of Anchorage (MOA) Information Technologies Department (“ITD”) and <VendorName> (“contractor”).

In the event of any discrepancy between this SOW #####-## and Contract No. #####, the provisions of Contract No. ##### shall control.

Note: This template is intended for use for technology- based projects such as hardware or software tools (internal IT projects or infrastructure). Instructions for using this template to draft a Statement of Work are in *italics*. These instructions should be deleted after the appropriate text has been added to the Statement of Work. Contractual language is not italicized and should remain in the document. Text that is highlighted in blue is variable based on the nature of the project

---

## 1.0: STATEMENT OF WORK

Date	[insert date]
ITD Sponsor	[insert MOA Sponsor's name]
Job Name	[insert project name]
Requested by	[insert your business sponsor's name]
From	[insert your name]

---

### 1.1: SUMMARY

[Provides the “why” – include an introduction, the marketing or business objectives of the project, and a very brief overview of the scope (only a sentence or two)]

---

### 1.2: PROJECT SCOPE

This SOW covers the following activities and deliverables.

[Include a detailed description of the scope. Include as many assumptions to clearly define what is, and what is not, included. Also, include a detailed list of deliverables, including a description of each deliverable]

Please circle as appropriate for this SOW:

- |                                          |     |    |
|------------------------------------------|-----|----|
| ▪ Exit Plan is in effect                 | Yes | No |
| ▪ This Scope of Work is Federally funded | Yes | No |

---

### 1.3: PERIOD OF PERFORMANCE

Implementation of the Solution will occur within XX (XX) months of execution of this Statement of Work. This includes delivery and installation all of the products and services necessary to implement the MOA's Solution, training, and any support, other than on-going maintenance services. The period of performance for maintenance services shall be one

(1) year after implementation and may be extended for additional one (1) year periods, pursuant to and unless otherwise specified in the Contract.

---

### 1.4: SCHEDULE



[Include the schedule. Minimally it needs to include the milestones and major tasks.]

Task	Finish Date

---

## 1.5: CONTRACT PRODUCTS AND SERVICES TO SUPPORT THE REQUIREMENTS

---

### 1.5.1: SOLUTION COMPONENTS

List of solution components (hardware and software) provided by contractor

Provide an overview that reflects how the system will be deployed within the MOA's environment

Identify any special configuration requirements and describe the system infrastructure to be provided by the MOA.

---

### 1.5.2: SERVICES

[Provide information on the services (e.g., requirements development, Solution design, configuration, installation) that will be provided by the contractor in the course of providing the Solution.]

---

### 1.5.3: TRAINING AND KNOWLEDGE TRANSFER

[Provide an overview of training services to be provided to the MOA and any special requirements for specific knowledge transfer to support the MOA's successful implementation of the Solution. If the intent is for the MOA to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency.]

---

1.5.4: SUPPORT

[Document the level of support, as available under the Contract, required by the MOA to operate and maintain the Solution. This may include conversion support, legacy system integration, transition assistance, Solution maintenance (including maintenance level), or other specialized consulting to facilitate delivery or use of the Solution.]

---

1.6: PLACE OF PERFORMANCE

[Include the location – where the work will be performed. Some things to consider are – will the work be done remotely and will driving to a MOA site be involved?]

Primary Location	
Secondary Location	

---

1.7: ACCEPTANCE CRITERIA

Acceptance Criteria for this Solution will be based on a User Acceptance Test (UAT) designed by the contractor and accepted by the MOA. The UAT will ensure that all of the functionality required for the Solution has been delivered. The contractor will provide the MOA with a detailed test plan and acceptance check list based on the mutually agreed upon UAT Plan. This UAT Plan checklist will be incorporated into this Exhibit xxx.

*This section should reflect the mutually agreed upon UAT and Acceptance Criteria specific to this engagement.*

Each deliverable created under this Statement of Work will be delivered to the MOA with a Deliverable Acceptance Receipt. This receipt will describe the deliverable and provide the 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 ten (10) 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 contractor and the MOA in advance.

---

1.8: CRITICAL MILESTONES

This section contains the critical milestones and delivery dates identified for this engagement. The Contractor’s failure to achieve any Critical Milestone associated with completion of this Statement of Work Document (SOW) within 15 days of the mutually agreed date for achieving such Critical Milestones may

constitute a breach of Contract unless the MOA has formally agreed to adjust the Critical Milestone Date through the change management process.

(Sample Critical Milestone Matrix)

Critical Milestone Matrix	Date	
Project Start		
Project Plan		
Project Design		
Project Completion		

1.9: ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

This section contains assumptions specific to this engagement.

*State assumptions here.*

The following roles and responsibilities have been defined for this engagement:

(Sample Responsibility Matrix)

Responsibility Matrix	The contractor	MOA
Infrastructure –Preparing the system infrastructure that meets the recommended configuration defined		√
Server Hardware		√
Server Operating		√
Server Network Connectivity		√
Relational Database Management Software (Installation and Implementation)		√
Server Modules – Installation and Implementation	√	
PC Workstations – Hardware, Operating System, Network Connectivity		√

PC Workstations – MOA Software		√
Application Installation on PC Workstations	√	
Wireless Network Access Points	√	
Cabling, Electric and User Network Connectivity from Access Points		√
Wireless Mobile Computing Products – Scanners, printers	√	
Project Planning and Management	√	√
Requirements Analysis	√	√
Application Design and Implementation	√	
Product Installation, Implementation and Testing	√	
Conversion Support	√	

---

#### 1.10: SECURITY REQUIREMENTS

Provide (or reference as an Attachment) MOA’s security requirements. For any individual MOA location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of the contractor’s employees or agents. The contractor may, at any time, be required to execute and complete, for each individual contracted employee or agent, additional forms, which may include non-disclosure agreements to be signed by the contractor’s employees or agents acknowledging that all MOA information with which such employees and agents come into contact while at the MOA site is confidential and proprietary. Any unauthorized release of proprietary information by the contractor or an employee or agent of the contractor shall constitute a breach of the Contract.

At a minimum, the contractor shall adhere to all of MOA’s standard security requirements.

---

#### 1.11: RISK MANAGEMENT

Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, and poor quality of deliverables.

Depending on the level of risk of this project, as assessed by the MOA, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk:

- a) Identification of risk factors.
- b) Initial risk assessment.
- c) Risk management/mitigation plan, including determination of roles and responsibilities of the MOA and the contractor.

- d) Risk monitoring plan, including frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities, documentation.

---

1.12: REPORTING

The following are examples of reporting requirements which may be included in the Statement of Work by the MOA:

- A. Weekly/Bi-weekly Status Update. The weekly/bi-weekly status report, to be submitted by the contractor to the MOA, should include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting. The preferred ITD project status report format will be a defined in section 1.14: Attachments of this SOW.
- B. Executive Briefings. The contractor will provide monthly briefings to (MOA or ITD) Executive Management on the status and health of the project.
- C. The contractor Performance Self-Assessment. Within thirty (30) days of execution of the Statement of Work, the contractor and the MOA will agree on the contractor performance self-assessment criteria. The contractor shall prepare a monthly self-assessment to report on such criteria. The contractor shall submit its self-assessment to the MOA who will have five (5) days to respond to the contractor with any comments. If the MOA agrees with the contractor’s self-assessment, such MOA will sign the self-assessment and submit a copy to the ITD The contractor Relationship Manager.
- D. The contractor Performance Assessments. The MOA may develop assessments of the contractor’s performance and disseminate such assessments to other MOAs of the Contract. Prior to dissemination of such assessments, the contractor will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.

---

1.13: 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:

MOA: \_\_\_\_\_

The Contractor: \_\_\_\_\_

1.14: ATTACHMENTS

The Attachments listed here are considered a part of this SOW. Signature of this SOW includes acceptance of the listed attachments.

List and describe any attachments that are included as a part of this SOW. If there are no attachments Add "N/A".

1.15: PRICING

All costs listed below are based on the scope and assumptions included in this Statement of Work.

Item				Price	Cost Structure
<b>Contractor fees:</b>				\$99,999	Fixed fee basis
<b>Out Of Pocket fees:</b>				\$99,999	Time and materials basis
[include expenses]	breakdown	of	\$99,999		
[include expenses]	breakdown	of	\$99,999		
<b>TOTAL</b>				<b>\$999,999</b>	

[include payment terms]

The following is the payment schedule.

Invoice Date	Invoice Amount

---

1.16: KEY ASSUMPTIONS

This agreement is based on the following assumptions.

*[list all key assumptions that are not already mentioned in this document]*

---

1.17: ACCEPTANCE

The individuals whose names appear immediately below, in section 16.0: Signature Page, exercise their proper authority as designated representatives for their company by confirming with their signature that the terms of this SOW are deemed acceptable.

---

1.18: SIGNATURE PAGE

**Vendor Name**

**Municipality of Anchorage**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position Title

\_\_\_\_\_  
Position Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENT C: CHANGE REQUEST FORM (CRF)

<b>SOW#:</b>	<b>CR#:</b>	<b>VENDOR:</b>
<b>RESOURCE:</b>	<b>REQUESTED BY:</b>	<b>DATE REQUESTED:</b>
<b><u>SKILL CLASSIFICATION:</u></b>		
<b><u>REQUEST SUMMARY:</u></b>		
<b><u>DESCRIPTION OF ACTIVITIES/RESPONSIBILITIES:</u></b>		
<b><u>Current SOW Summary</u></b>	<b><u>Proposed CR Summary</u></b>	<b><u>Proposed SOW Summary</u></b>
<u>Original Start Date:</u>	<u>New Start Date:</u>	<u>Original Start Date:</u>
<u>Estimated End Date:</u>	<u>Estimated End Date:</u>	<u>Estimated End Date:</u>
<u>Resource Hours:</u>	<u>Resource Hours:</u>	<u>Resource Hours:</u>
<u>Not to Exceed Limit: \$</u>	<u>Not to Exceed Limit: \$</u>	<u>Not to Exceed Limit: \$</u>
<p><i>By signing below, each of us agrees to perform honorably all professional obligations put upon them as specified in this CRF. The statement of work between us dated ___/___/___ ("SOW") and this CRF [and any other relevant CRF's to be specifically identified here] make the entire agreement between us regarding the services described in this CRF. Except as otherwise provided in this CRF, all terms of the MOA Master Service Agreement and the SOW remain in full force and effect.</i></p>		
<b><u>Vendor Representative:</u></b>	<b><u>Date Vendor Signed:</u></b>	
<b><u>MOA Representative:</u></b>	<b><u>Date MOA Signed:</u></b>	



## APPENDIX A: PRICING SCHEDULE

### RFP Attachment B-2: Matrix of Staff Rates

Firm Name: Company XYZ		
Schedule	Skill Level	On-Site Rate
Example		
IT Service Desk Tier 1 Technician	Junior	\$XX.XX/hr
IT Service Desk Tier 1 Technician	Senior	\$XX.XX/hr
IT Service Desk Tier 1 Technician	Expert	\$XX.XX/hr
Call Center: Support Technician	Junior	\$XX.XX/hr
Call Center: Support Technician	Senior	\$XX.XX/hr
Call Center: Support Technician	Expert	\$XX.XX/hr