This Statement of Work <<SOW #>> (**“SOW”**) is a part of, and incorporated into, State of Iowa Contract <<Contract #>> (**“Contract”**), leveraging Master Agreement <<Master Agreement or Cooperative Agreement>> entered into between the State of Iowa, acting by and through the <<Agency Name>> (**“Agency”**) and <<Vendor Name>> (**“Vendor”**). <<Vendor has elected to subcontract the work described in this SOW to <<Subcontractor>> (**“Subcontractor”**).>> This SOW shall become effective as of the date of last signature below (**“Effective Date”**). The term of this SOW shall commence on the Effective Date and continue through <<End date>> or until the last Deliverable is Accepted (**“Term”**). This SOW may be terminated separately from the Contract as a whole in accordance with the termination provisions of the Contract. Capitalized terms not specifically defined herein shall be given the same meaning as in the Contract.

1. **Description of Scope of Work.** <<Brief description of the work to be performed.>>
2. **Definitions.**

**<<**Add any definitions that may provide clarity>>

1. **Deliverables and Timelines. <<**Modify the chart below to fit the scope of work. Section 3.1 is an example, only; delete or modify as needed.>> Vendor shall provide the Deliverables as more fully described in the table below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Deliverable**  | **Deliverable Description** | **Deliverable** | **Date** |
| **3.1** | **Weekly Project Updates** |  |
| 3.1.1 | Kickoff Meeting with Agency to establish the direction of project, timelines, expectations and Deliverables.  | Assigned staff will attend.  | <<Date>> |
| 3.1.2 | Vendor shall meet with the Agency weekly during the Term of this SOW to report on progress. | Vendor shall provide the Agency with a report summarizing weekly progress. | weekly |
| **3.2** | **<<Group Deliverables into Sections or Phases>>** |  |
| 3.2.1 |  |  |  |
| 3.2.2 |  |  |  |
| 3.2.3 |  |  |  |
| **3.3** | **<<Group Deliverables into Sections or Phases>>** |  |
| 3.3.1 |  |  |  |
| 3.3.2 |  |  |  |
| 3.3.3 |  |  |  |
| 3.3.4 |  |  |  |

1. **Acceptance Criteria.** <<Measurable, objective criteria. This is how the agency is able to determine that the Deliverable is complete.>>
2. **Agency Responsibilities.** <<Indicate what the Agency must do in order for the project to succeed.>>
3. **Assumptions.** <<Indicate any conditions that the Agency and/or Vendor expect will exist in the implementation of the project.>>
4. **Terms and Conditions.** <<Only add terms and conditions if they are not already present in the master agreement or differ from the master agreement (and the MA permits the SOW to stipulate to different terms.>>
5. **Contacts.** The point of contact for this SOW shall be:
	1. For Agency:

|  |  |  |
| --- | --- | --- |
| <<Name>> | <<Email>> | <<Phone>> |

* 1. For Vendor:

|  |  |  |
| --- | --- | --- |
| <<Name>> | <<Email>> | <<Phone>> |

1. **Review/Monitoring. <<**Delete or modify as needed>> Vendor shall meet the deadlines as specified herein, unless written approval for exceeding a deadline is granted by the Agency for documented, extenuating circumstances, the sufficiency of which shall be determined in the Agency’s sole, and reasonable discretion. Failure to meet such deadlines may result in Vendor’s forfeiture of any right, title, or interest to any payments associated with the corresponding Deliverables provided. In addition, the Vendor shall be available to meet at least monthly, or in reasonable intervals otherwise specified by the State, to review all work/Services prepared/provided since the prior meeting.
2. **Payment Schedule. <<**Delete or modify as needed>> Listed in the table below are the milestone deliverables along with the deliverable dates and associated costs. Payments will be made in arrears within 60 days of the date of Acceptance of each Deliverable.

|  |  |  |
| --- | --- | --- |
| **Deliverable #** | **Deliverable** | **Not to Exceed Cost** |
| 3.1 |  | **<< $$ >>** |
| 3.2 |  | **<< $$ >>** |
| 3.3 |  | **<< $$ >>** |
|  | **Total Not to Exceed Cost** | **<< $$ >>** |

1. **Change Orders.**
	1. No changes to the scope of work, Deliverables, Acceptance Criteria, project schedule, compensation, or any other material term of this SOW shall be effective unless made in writing and signed by both parties through a formal change order (each, a “Change Order”).
	2. Change Order Process. Either party may propose a Change Order. The Change Order must include:
		1. a description of the proposed change;
		2. the reason for the change;
		3. any adjustments to the project schedule or Deliverables;
		4. any adjustments to the fees, if applicable; and
		5. any other necessary terms or impacts.

The Vendor shall not proceed with any work outside the scope of this SOW unless and until a Change Order is executed by both parties.

* 1. All Change Orders must be approved in writing by both Parties. Executed Change Orders shall be appended to and incorporated by reference into this SOW.
	2. Verbal communications or informal correspondence shall not constitute approval of a Change Order. Any work performed outside the original scope prior to formal approval of a Change Order shall be performed at the Vendor’s risk and expense.
1. <<This language is necessary when federal funds are being used to pay for the deliverables. If federal funds are not being used, delete this section and Attachment A.>> **Federal Funds: Compliance with Federal Law.** Vendor agrees to comply with the applicable provisions of 2 CFR part 200. By signing this Agreement, Vendor commits to the certifications attached hereto and incorporated herein as Attachment A.
2. <<This language is necessary when (1) the SOW is paid with state or federal funds, and (2) the SOW involves direct services to the public or oversight/enforcement of services to the public. Also requires additional signatures (below). If the SOW does not require 8F language, delete this section and accompanying signature block below.>> **8F: Iowa Code Chapter 8F Compliance.** If Vendor is or becomes subject to Iowa Code chapter 8F during the entire term of this Agreement, including any extensions or renewals thereof, Vendor shall comply with the following:
	1. Vendor shall certify that it has the information required by Iowa Code § 8F.3 available for inspection by the Agency and the Legislative Services Agency.
	2. Vendor shall provide the information described in this section to the Office or the Legislative Services Agency upon request. Vendor shall not impose a charge for making information available for inspection or providing information to the Office or the Legislative Services Agency.
	3. Pursuant to Iowa Code § 8F.4, Vendor shall file an annual report with the Office and the Legislative Services Agency within 10 months following the end of Vendor’s fiscal year (unless the exceptions provided in Iowa Code § 8F.4(1)(b) apply). The annual report shall contain:
		1. Financial information relative to the expenditure of state and federal moneys for the prior year pursuant to this Agreement. The financial information shall include but is not limited to budget and actual revenue and expenditure information for the year covered.
		2. Financial information relating to all service contracts with the Office during the preceding year, including the costs by category to provide the contracted services.
		3. Reportable conditions in internal control or material noncompliance with provisions of laws, rules, regulations, or contractual agreements included in external audit reports of Vendor covering the preceding year.
		4. Corrective action taken or planned by Vendor in response to reportable conditions in internal control or material noncompliance with laws, rules, regulations, or contractual agreements included in external audit reports covering the preceding year.
		5. Any changes in the information submitted in accordance with Iowa Code § 8F.
		6. A certification signed by an officer and director, two directors, or the sole proprietor of Vendor, whichever is applicable, stating the annual report is accurate and the recipient entity is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the recipient entity and the requirements of Iowa Code chapter 8F.
	4. This Section shall apply to Vendor and Vendor’s subcontractors. Vendor shall require and cause any subcontractor used by Vendor in the performance of the Agreement to certify, agree to, and be subject to and bound by each of the stated certifications.
3. **Execution.** In consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Statement of Work and have caused their duly authorized representatives to execute this SOW.

| **<<Agency>>** | **<<Vendor>>** |
| --- | --- |
| Signature of Authorized Representative:                                                               | Signature of Authorized Representative:                                                               |
| Printed Name:   | Printed Name:   |
| Title:   | Title:   |
| Date:                                                              | Date:                                                              |

<<If 8F does not apply, delete the signature block below. Note: the signature block below requires the vendor to sign twice.>>

**Per Iowa Code § 8F.3(2), certification shall be signed by: 1) An officer and director; OR 2) Two directors; OR 3) The sole proprietor of the Vendor, whichever is applicable.**

|  |  |
| --- | --- |
| **<<Vendor>>** | **<<Vendor>>** |
| Signature of Authorized Representative:                                                               | Signature of Authorized Representative:                                                               |
| Printed Name:   | Printed Name:   |
| Title:   | Title:   |
| Date:                                                              | Date:                                                              |

**Attachment A**

**Federal Certifications**

**Federal Requirements.** Vendor agrees to comply with the following federal obligations pursuant to 2 C.F.R. part 200, Appendix II:

1. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** In accordance with 2 CFR 200.216 and 2 CFR Pt. 200, App. II, Section K, Vendor is prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

* 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
	2. Telecommunications or video surveillance services provided by such entities or using such equipment.
	3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
1. **Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, and consistent with 2 CFR 200.317 and 2 C.F.R. Pt. 200, App. II, Sec. L. the Vendor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
2. **Procurement of recovered materials.** To the extent applicable, and in accordance with 2 CFR Pt. 200, App. II, Section J, the Vendor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](https://www.ecfr.gov/current/title-40/part-247) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
3. **Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708).** In accordance with 2 CFR Pt. 200, App. II, Sec. E., to the extent that Vendor’s contract is in excess of $100,000 and involves the employment of mechanics or laborers, Vendor must act in compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). To the extent applicable, Vendor must compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
4. **Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.** In accordance with 2 CFR Pt. 200, App. II, Section G, Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (4[2](https://www.law.cornell.edu/uscode/text/42) U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Vendor agrees to comply with these Applicable Laws, violations of which must be reported to the State and federal awarding agency and the regional office of the Environmental Protection Agency (EPA).
5. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** To the extent required by Federal program legislation, and in accordance with 2 CFR Pt. 200 App. II, Section D, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, and to the extent mandated under federal law, Vendor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor must pay wages not less than once a week. Vendor must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The Agreement is conditioned upon the acceptance of the wage determination. Vendor must report all suspected or reported violations to the Federal awarding agency. Vendor must also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Vendor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Vendor must report all suspected or reported violations to the Federal awarding agency.
6. **Rights to Inventions Made Under a Contract or Agreement.** To the extent applicable and in accordance with 2 C.F.R. Pt. 200 App. II, Section F, the Vendor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. **Suspension and Debarment.** This certification is required by the provisions of Executive Orders 12549 and 12689 and 31 C.F.R. part 19 regarding Debarment, Suspension, and Other Responsibility. In accordance with 2 C.F.R. Pt. 200, App. II, Section H, Vendor certifies that it is not listed on the government-wide exclusions in the System of Award Management (“SAM”), in accordance with the OMB guidelines at [2](https://www.law.cornell.edu/cfr/text/2) CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
8. **Lobbying.** This certification is required by the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. § 1352. These regulations require certification by Vendor (and its subcontractors) that they have not engaged in prohibited lobbying activities and/or have filed any required disclosures in accordance with these Applicable Laws. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code; any person who fails to file the required certification may be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. In accordance with 2 C.F.R. Pt. 200, App. II, Section I, Vendor certifies the following:
	1. No federal funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of the Customer, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
	2. If any funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of the Customer, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan, or cooperative agreement, Vendor must complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.
9. **Assurance of Compliance Nondiscrimination in Federally Assisted Programs & Equal Opportunity.** This certification requires Vendor to comply with any applicable federal nondiscrimination requirements or laws providing for or requiring equal opportunity in employment, in compliance with 2 CFR Pt. 200, Appendix II, Section C. Except as otherwise provided under 41 C.F.R. part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” To the extent required by these Applicable Laws, Vendor certifies during the performance of this Agreement that:
	1. Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
	2. Vendor will, in all solicitations or advertisements for employees placed by or on behalf of Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
	3. Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Vendor’s legal duty to furnish information.
	4. Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Vendor’s commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
	5. Vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
	6. Vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
	7. In the event of Vendor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
	8. Vendor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Vendor may request the United States to enter into such litigation to protect the interests of the United States.
	9. Vendor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided that if Vendor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
	10. Vendor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendor and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
	11. Vendor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Vendor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.