**EXHIBIT A**

**STATEMENT OF SERVICES**

A. GENERAL INFORMATION

The Division is seeking a Contractor to evaluate, monitor, and recommend improvements for the internal controls of a multi-agency project to acquire end-to-end eProcurement software. This software will automate the procurement activities of nine state agencies that are collaborating to develop requirements, issue an RFP, select a COTS product, and contract for the software. After the contract is signed, each of the nine agencies plans to implement the software in their agency according to their own schedules. These agency implementations are not part of the end-to-end eProcurement project.

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE

The purpose of this Contract is for the evaluation, monitoring, and recommendations for the internal controls of the end-to-end eProcurement project. The Contractor shall complete the deliverables, within the established due dates, listed below:

***Task #1: Initial Assessment*** - Review of key project documentation including business case, project charter, business requirements, project plan, project issue management procedure, communication plan, project schedule and budget.

**Deliverable:** Letter, via email, to Contract Administrator and Project Manager indicating that review is complete

**Task #1 Due:** Not later than 7 calendar days after Contract execution.

***Task #2: Initial Risk Assessment And On-going Risk Notification*** - Prepare an Initial Risk Assessment that includes those risks that the project has already identified in the Project Charter and other risks arising from Contractor's review of business case, project charter, business requirements, project plan, project· issue management procedure, communication plan, project schedule and budget. Contractor shall consider other critical project processes and other sources of possible risk.

As part of the Initial Risk Assessment Contractor shall also prepare an Alignment and Readiness Review that assesses how well the nine agencies are aligned and ready to do the work of the project.

Contractor shall include, but is not limited to, the following items in the Risk Assessment:

* A description of each risk and its risk level (i.e. green, yellow, red). Include explanation of the criteria used to determine the risk level;
* Assess the probability and the impact of the occurrence of each risk; and
* Recommend responses such as mitigation, contingency, and avoidance strategies.

**On-going Risk Notification** - Contractor shall immediately report to the Contract Administrator and the Project Manager the discovery of problems, new risks, or previously known risks that have increased in risk probability or potential impact, and which pose a risk of failure or danger to the success of the project.

**Deliverables:** Initial Risk Assessment Report and Alignment and Readiness Review

**Task #2 Due:** Not later than 15 calendar days after Contract execution

***Task #3: Review, comment on, and recommend improvements of project structural elements****, including the following:*

* project organizational structure
* adequacy of project staffing
* the human capacity to complete the project (availability to meet project needs, skills, commitment to project success, etc.)
* project tasks
* project management
* project governance
* major project decisions made before commencement of Vendor contract; assess adequacy of data gathered to make each decision, thoroughness of alternatives considered, and rigor of analysis performed prior to decision being made

**Deliverable:** Report Commenting On and Recommending Improvements of Project Structural Elements

**Task #3 Due:** Not later than 20 calendar days after Contract execution

***Task #4: Major project activities and work products*** - Examine major project activities and work products to identify defects and other needed changes:

* documentation of business processes and development of high level requirements for a COTS
* development of RFP including evaluation criteria and point allocation
* evaluate proposal submissions
* contract negotiation
* The following documents require Office of the State CIO approval and shall be reviewed for alignment against the information provided in Exhibit C:

a. project charter

b. detailed business case

c. clear scope statement

d. estimated budget and schedule

e. detailed risk assessment

f. initial solution requirements analysis

g. statements of work for any anticipated procurements (including for eProcurement COTS to be acquired by this project)

**Deliverable:** Report Identifying Defects In and Recommended Changes of Major Project Activities and Project Work Products

**Task #4 Due:** Not later than I 0 business days from request date

***Task #5: Prepare monthly internal controls status report*** that documents project status, performance, risks, recommendations for process improvement, major project decisions being planned (assess adequacy of data gathered to make each decision, thoroughness of alternatives considered, and rigor of analysis performed prior to decision being made), assessment of adequacy of ongoing multi-agency collaboration and commitment. Contractor shall include any other key factors contributing to the success of the project that need to be monitored each month. Key business and technical staff shall be interviewed for this report.

**Deliverable:** Monthly Internal Controls Status Report

**Task #5 Due:** Not later than the 10th of each month through the duration of the Contract

***Task #6: Presentations to committees and individuals*** - At request of Contract Administrator or Project Manager prepare and deliver presentations to committees and individuals about status of the project and Contractor's work on the project Requests, dates, times, and locations shall be sent and confirmed, via email, to Contractor.

**Deliverable:** Presentation(s) as requested

**Task #6 Due:** As determined by Contract Administrator or Project Manager

***Task #7: Facilitate a "Project Evaluation/Lessons Learned"*** Session at the end of the project and create a report of the findings.

**Deliverable:** Lessons Learned Report

**Task #7 Due:** Not later than 45 calendar days from request date

C. ACCEPTANCE CRITERJA AND PROCESS

Division shall inspect and either accept or reject each deliverable and Goods delivered within seven business days from the date the Contractor delivers the deliverable or Goods to the Division. If the Division does not provide written notice of acceptance or rejection of the deliverable or Goods to Contractor within seven business days following the date of delivery, Division is deemed to have accepted the deliverable or Goods, if the Division rejects the deliverable or Goods, then the Division's written notice of rejection shall, at a minimum, itemize the apparent defects and include:

i. A description of nonconformance between the deliverable or Goods and the contract requirements and specification for that deliverable or Goods, including warranties;

ii. A description of any other nonconformance of the deliverable or Goods: and

iii. A statement indicating whether Contractor may cure the nonconformance and if so, the method in which and time period within which Contractor shall cure.

Contractor's failure to deliver the deliverables and Goods in accordance with the requirements of this Contract is a material breach of this Contract.

D. SPECIAL REQUIREMENTS

1. KEY PERSONS

Contractor and Division agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to Division the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

***Melissa Davis, Senior Consultant***

***Ken Disbrow, Partner***

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services any Key Person is required to perform under this Contract to others without first obtaining Division's written consent. Further, Contractor shall not, without first obtaining Division's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer available to provide Division with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests Division to approve a re-assignment or transfer of a Key Person, Division shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual Division approves as a replacement for a Key Person is deemed a Key Person under this Contract.