

TASK ORDER CONTRACT

TASK ORDER TITLE

TASK ORDER NO. _____

This Task Order Contract is between the *[Name of Division]*, and *[Vendor Name]* ("Vendor"), is issued under the authority of *Master Contract Number* _____, and is subject to all provisions of the Master Contract, which is incorporated by reference. The Vendor agrees to comply with the terms and conditions of this Task Order and the Master Contract under which it was issued.

1.0 BACKGROUND. *Justify this effort in relationship to the agency's mission. List other historical or parallel efforts such as other agency activities and/or industry efforts that provide additional information related to this SOW. Give basic background to explain the problem and how this project will address the problem.*

2.0 OBJECTIVE. *Provide a concise overview of the customer's goals and expectations as a result of this task order. It does not need to include a description of deliverables or requirements since these will be included in the "Specific Requirements" section below.*

3.0 SCOPE. *Describe the general scope of work. The SOW should be performance-based. Ensure that tasks are within scope of the Master Contract.*

4.0 PERFORMANCE PERIOD

4.1 The period of performance for this Task Order shall be *(enter date) to (enter date), which is comprised of x base years and x options.* Option years may be awarded on a new task order to correspond with modifications to the Master Contract. This is an administrative requirement and is not to be considered a sole source award. Option years subject to availability of funds.

4.2 The Vendor must not begin work under this contract until this contract is fully executed and the Vendor has been notified by the State's Project Manager to begin the work.

5.0 PLACE OF PERFORMANCE. *The Vendor shall perform tasks under this contract at State-owned facility located at _____ or the Vendor shall perform tasks under this contract at the Vendor's facilities.*

6.0 CONSIDERATION AND PAYMENT

6.1 Contract Type. *The Contract Type for this Task Order shall be firm fixed price, time and materials/labor hours, cost plus fixed fee, etc.*

6.2 Travel Expenses. *Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Vendor as a result of this Task Order will not exceed (Written Amount) dollars (\$x.xx). Reimbursement of travel related expenses shall comply with rules and rates established by the NC Office of State Budget and Management.*

6.3 Total Obligation. *The total obligation of the State for all compensation and reimbursements to the Vendor under this Task Order will not exceed (Written Amount) dollars (\$x.xx).*

6.4 Invoices. *The State will promptly pay the Vendor after the Vendor presents an itemized invoice for the services actually performed and the State's Project Manager accepts the invoiced services.*

7.0 SPECIFIC REQUIREMENTS.

7.1 Individual Requirements. *List and describe the individual requirements needed to complete this task or service. Include a description of measurable criteria and standards for what counts as acceptable services or work product, including mechanism by which acceptance will occur. Number the tasks sequentially, e.g. Task 1 and narrative, Task 2 and narrative, etc. Task 1 should be for Task Order (TO) Management (Include requirements for Past Performance Evaluations to be completed at least annually and at the end of the task).*

7.1.1 Describe what the Vendor is responsible for providing, and accomplishing.

7.1.2 Describe any items required and the applicable quantity.

7.1.3 Describe the availability of the Vendor. Is the Vendor required to be available 24/7 or on call?

7.2 System Configuration and Security Requirements. *If required ancillary services require or include configuration of any systems or applications for which there exist configuration or security standards, then the Task Order should require that these configurations conform to applicable standards. IF THIS IS NOT APPLICABLE TO THE TASK ORDER, DELETE THIS SUBSECTION.*

8.0 DELIVERABLES. *Precisely describe the items to be delivered, both during the period of performance and at completion of the task order. Deliverables should be referenced back to their requirement in the Specific Tasks section. Describe the schedule either in terms of calendar days from the date of Task Order award or in calendar days when other projects or program elements are dependent on the delivery (e.g., 10 calendar days after draft plan is approved). The table below provides an example list of deliverables. Items listed are examples.*

| Specification Reference | Deliverable | Format and Quantity | Schedule |
|-------------------------|---|---|--|
| | Briefings and presentations | electronic and 1 paper copy | 1 per month as necessary |
| | Issue papers, white papers, decision papers, etc. | electronic and 1 paper copy | 1.5 per month as necessary |
| | Read-ahead papers / packets | electronic and 1 paper copy | 1 per scheduled brief (total of 24) |
| | Team Documents (agendas, information packets, minutes, and follow-up task tracking) | electronic and 1 paper copy | Within 5 days after event and monthly for follow-up. |
| | Monthly Status Reports | e-mail-formatted according to template provided | NLT the last day work day of each month |
| | Written Records (of meetings, conferences, working groups, etc) | 1 paper copy | Within 5 days after event. |
| | Trip Reports | e-mail-Format Attachment A | Within 3 days after event |

9.0 PROJECT MANAGEMENT

9.1 The Vendor, at the request of the State, shall be required to meet periodically [insert, e.g., weekly, monthly] with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address

outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

9.2 The State's Project Manager is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER]. The State's Project Manager will certify acceptance on each invoice submitted for payment.

9.3 The Vendor's Project Manager is [NAME, TITLE, ADDRESS, TELEPHONE NUMBER]. If the Vendor's Project Manager changes at any time during the performance of this Task Order, the Vendor must immediately notify the State's Project Manager.

10.0 ACCEPTANCE OF WORK. In the event acceptance criteria for any work or deliverables is not described in the Master Contract or Task Order, the State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the State may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

11.0 STATE FURNISHED PROPERTY. *Identify any State Furnished Property or Information that will be provided to the Vendor.* Example: The State will provide the Vendor with office space, computer, printer, facsimile service, reproduction capability, and internet access for the project as required, while working on-site. Telephone service for official use and local calls only will be provided to the Vendor; all other calls shall be made at the Vendor's expense. The Vendor shall not use State furnished material or equipment to work on projects other than those directed by this Task Order. State furnished equipment provided to the Vendor will be returned in good working order.

12.0 ASSIGNMENT. Consultant shall not subcontract, assign, or transfer any of the work scheduled under this agreement, without the prior written consent of the State. Notwithstanding State approval of a subconsultant, the Consultant shall remain obligated for full performance hereunder, and the State shall incur no obligation other than its obligations to the Consultant.

13.0 QUALITY OF SERVICE. Vendor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, plans, information, and/or other items and services furnished under this Agreement.

Vendor shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, plans, information and/or other related items or services.

14.0 ENTIRE AGREEMENT. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

VENDOR REPRESENTATIONS AND WARRANTIES

Vendor makes each of the following representations and warranties as of the effective date of the Master Contract and at the time a Task Order is placed pursuant to the Master Contract. If, at the time of any such order, Vendor cannot make such representations and warranties, Vendor shall not process any orders and shall, within three (3) business days notify OPCG, in writing, of such breach.

- That it is in good standing and qualified to do business in the State of North Carolina, that it possesses and shall keep current all required licenses and/or approvals.
- That its quote for goods or services offered, accepted, and included in this contract was submitted competitively and without collusion, as required by G.S. 143-54.
- That it is in sound financial condition; has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service and any other government entity; is current on all amounts due for payments of federal and state taxes and required employment related contributions and withholdings; is not the subject of any current litigation or findings of noncompliance under federal or state law; has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of the task order agreement.
- That to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.
- That none of its officers, directors or controlling owners has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2).
- That no employee or agent of Vendor has offered, and no State employee has accepted, any gift or gratuity in connection this contract, in violation of N.C.G.S. § 133-32.
- That it, and each of its subcontractors under this contract, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system, as required by G.S. §143-48.5.
- That the Vendor is not an ineligible vendor due to being identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran, in accordance with the Iran Divestment Act of 2015, G.S. 147-86.55 et seq.
- That it will not use a former employee of the Department in the administration of a contract with the Department that, while in the Department's employ, the employee was responsible for oversight of the performance of contract with the vendor, or authorized to make decisions regarding the vendor's contract, including interpretation of the contract, development of specifications or terms of the contract, or award of a contract to the vendor. "Former employee" is defined as a person who, for any period within the preceding six months, was employed as an employee or contract employee of the Department of Health and Human Services and personally participated in (1) the award of a contract to the vendor, (2) an audit, decision, investigation, or other action affecting the vendor, or (3) regulatory or licensing decisions that applied to the vendor. Ref: § 143B-139.6C.
- That, in the event the Master Contract or a similar contract, is transitioned to another Vendor (e.g., Master Contract expiration or termination), Vendor shall use reasonable efforts to assist DHHS for a period of sixty (60) days to effectuate a smooth transition to another Vendor to minimize disruption of service and/or costs to the State of North Carolina.

ACCEPTANCE AND AUTHORIZATION

IN TESTIMONY WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below indicated:

NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES

Division of _____

EXECUTED by the STATE this ____ day of _____, 2020

[Agency's Authorized Representative]

Full Name _____

Title _____

Signature _____

[VENDOR'S LEGAL NAME]

EXECUTED by the Vendor this ____ day of _____, 2020.

[Vendor's Authorized Representative]

Full Name _____

Title _____

Signature _____