INSTRUCTIONS FOR DRAFTING STATEMENT OF WORK

Statement of Work (SOW) is a written description of the work to be performed to satisfy particular needs - whether to implement a software, provide products that will fill a given need, or provide staff to accomplish a given function.

To increase the likelihood of desired results:

- Solicit the input and advice of the program people who will receive and use the product and/or service.
- Prepare the SOW in terms of the results that are desired and the performance that is expected.
- Tell the Contractor how such results or performance will be measured and how acceptance of the product or service will be defined and accomplished.
- Decide what is really required to meet the state's needs.

Use the section headings and prompting questions below to help draft the SOW for a specific project. Not all sections and questions will be applicable in all cases, so delete anything that is not applicable.

Note: Delete this section when starting to draft the SOW.

STATEMENT OF WORK

1. **Overview of Project Scope and Purpose**

2. **Description of Goods/Services**
   - What product or service is to be provided?
   - What hardware will be purchased?
   - What are the functional specifications?
   - Are you purchasing commercial off-the-shelf (COTS) software?
   - Are you purchasing custom software development services?
   - Are you purchasing services for the design, development, and integration of a new system or upgrading an existing system?
   - What quantity do you expect to purchase? What are the units of measure?

3. **Period of Performance, Delivery Timeframes or Project Schedule**
   - What is the period of performance?
   - What are project phases or milestones?
   - When do items need to be delivered by?
   - Any critical dates, deadlines, or dependencies that need to be identified?
   - What happens if timelines are not met? For example – liquidated damages for late delivery, partial invoice credits, cancelation of future work/phases.

4. **Key Personnel Roles and Responsibilities**
   - Identify the Contractor's Key Personnel (with the required skills and experience) that will be performing the services, including name, role, responsibilities, and contact information.
   - Identify the process for replacing Key Personnel during the project.
   - Define Agency's roles and responsibilities.

5. **Cost Components**
   - What costs should be included?
   - Will contract be fixed price or time and material with not to exceed amount specified?
   - Will subcontractor/supplier charges be a direct pass through, or will there be a mark-up?
   - How will travel and other expenses be reimbursed?
   - When is payment made? At completion? When milestone is reached? As each delivery is made? At acceptance?

6. **Deliverables and Payment Schedule**
   - What is the payment schedule? When/how is work invoiced – all at once at completion of the project or delivery, or per completed milestone or deliverable based on specified acceptance criteria?
   - Should there be a hold back of certain % of the total until a certain time frame (30-90 days) once the performance of a system/product is confirmed?

7. **Delivery Requirements**
   - What are the delivery requirements for equipment, software, or other products?
   - At what point will we take ownership of the items? Can we get shipping FOB Destination and any shipping charges prepaid by the vendor and included in the total cost?
   - How must equipment be packaged?
   - Who is responsible for unpacking?
   - How will partial shipments and back orders be handled?
   - What are the acceptance procedures for each delivery?
   - How will problems or deficiencies in delivery be handled?

8. **Software Licenses**
   - Will software be custom developed, commercial off-the-shelf (COTS) or Software as a Service (SaaS)?
   - What is the requirement for including software upgrades?
   - What are the licensing requirements?
   - Is the license for a name user?
   - Is the license perpetual, or will it be renewed/paid via an annual or monthly subscription? How will renewals be addressed?
   - Are manuals and training on using the software included in the purchase?
   - Are there minimum requirements for content or format of the manuals?
   - What is your requirement for availability of source code?
   - Who owns the source code? Does contractor have the right to sell it to you? Do you want a copy of all the source codes, or will it be sufficient to put it in escrow? Do you want source

code put in escrow for future use? How is source code maintained as software is upgraded by contractor? Is escrow software maintained also?

9. **Implementation Requirements**
   - What are the specific tasks to be accomplished? What function or service is to be performed?
   - What results are desired? Be as specific as possible.

10. **Installation Requirements**
    - What are the installation requirements for equipment or software?
    - Who develops the specifications for the installation location?
    - What are the existing physical conditions at the installation location?
    - Do these conditions meet the requirements for successful installation of equipment?
    - If not, who is responsible for modifications to the installation location to prepare the site to receive the equipment?
    - Who is responsible for architecture and engineering associated with required modifications?
    - Who is responsible for specifying cabling and wiring requirements? For installing cabling and wiring?
    - Who is responsible for installation of new equipment and/or software?
    - For software, who is responsible for preparing the existing hardware to receive new software?
    - What is the required time frame for delivery, installation, inspection and testing, training and operations?

11. **Systems Integration and Interface**
    - Are there systems integration functions included in the procurement?
    - What systems (hardware and/or software) will be integrated?
    - Do you want the integrator to analyze functional requirements and needs?
    - What are the compatibility and interface issues?
    - What IT or software is already in use with which the new equipment or software must interface?
    - Are existing files in hard copy or electronic?
    - Will existing files work with new hardware/software?
    - If not, who will do the data conversion?
    - Do you want the Contractor to customize the system if necessary to meet the state's unique requirements?

12. **Data Control and Privacy**
    - Are there data handling functions included in the procurement?
    - What is the volume of data?
    - Is there a requirement for data entry?
    - How often is data changed or updated?
    - Is real-time access to the data needed?

- What capacity is required (current/projected) to store the data?
- What response time is needed when accessing, entering, or maintaining the data?
- Will there be common access to given database from multiple users?
- Will there be access from multiple locations?
- Will there be access needed by multiple agencies?
- What are the security requirements for the data? How will it be protected?
- What reports and data are to be provided?
- What data is needed? Is there a standard form? Who needs it? When are the reports due?

13. **Transition of Operations to New Contractor**
- How will the transition of operations from state or previous contract to new Contractor be handled? What documentation requirement should there be?
- What is the time frame for the transition?
- What are the state's or previous contractor's responsibilities and tasks?
- What are the new contractor's responsibilities and tasks?
- Are you providing a transition plan and schedule, or do you want the Contractor to provide them?

14. **Training**
- Is there a requirement for training of state or contractor staff?
- Who will be trained? Who is responsible for providing training?
- When will training occur?
- What methodology will be used? Classroom? Computer based?
- What equipment will be needed to provide training? Who is responsible for providing equipment?

15. **Test and Acceptance Procedures**
- What are the test and acceptance procedures?
- What are the criteria for acceptance?
- Will the state or the Contractor develop the test procedures and test plan?
- What are the minimum requirements for the test procedures, test plan, and test reports?

16. **Maintenance Requirements**
- What are the maintenance requirements for equipment and/or software?
- What is the required response time from initial call for repairs?
- Does response time vary by time of day or day of week?
- What is the Contractor expected to do within the given response time?
- Are there different maintenance periods (principal periods of maintenance versus secondary) with different levels of required support?
- What type of support is required? On-site? Use of remote diagnostics? Email response?
- What is the requirement for availability of parts over the system life?

17. **Preventive Maintenance**

- What preventive maintenance is expected from the Contractor?
- What is included?
- When will it be performed? Business hours or after? How long will it take?
- What is the system downtime during preventive maintenance?

18. Warranty
- What is the time period for the warranty?
- Is warranty needed that software is bug free? Virus free? Free of "harmful code"?
- Do you require the Contractor to warrant that the seller has the right to sell the software?
- Do you require a warranty for free repair for defects appearing within a given time? Or for repair of defective parts?
- What about post warranty maintenance?

19. Technology Refreshment
- Will the contract require or allow for technology refreshment?
- At same or lower cost only?
- Will cost increases be allowed if improved functionality is provided?

20. Security Requirements
- What are the security issues/threats?
- How much security is desired? How much security can be afforded?
- What is the tradeoff between risks and costs?

21. Quality Control/Quality Assurance
> Existing laws of the state may mandate specific quality control or quality assurance oversight?

In Witness Whereof, the parties hereto, having read this SOW to Contract Number *[XXXXX]* in its entirety, do agree thereto in each and every particular.

Approved   **Approved**

[Agency]   *[Contractor]*

_____   _____
Signature   *Signature*

_____   _____
Print or Type Name   *Print or Type Name*

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