THE CONTRACT PROFESSIONAL'S PLAYBOOK

The Definitive Guide to Maximizing Value through Mastery of Performance and Outcome-Based Contracting

Requirements Checklist for A Simple Service

Use this checklist to define the functional and technical requirements for a simple service. For a more complex service, consider using this list <u>along with</u> the Strategic Relationship Requirements tool.

Instructions

- 1. **For Customers and Suppliers:** Please answer each relevant question. Your answers to these questions will help finalize the Statement of Work and will influence some of the Terms and Conditions in the final contract. Use the answers to align the parties around these requirements and the contract Terms and Conditions.
- 2. These lists are not exhaustive; these questions are just the beginning of your conversation between you and your stakeholders. So, in your own daily work, start with this list and build on it.
- These questions may also help you identify risks and associated losses. Please see the Risk
 Checklists document for instructions on the identification and documentation of risk, and inclusion of your answers in the Risk Monitoring Template.
- 4. These questions and answers will also help inform your organization's **Contract Management Plan** and **Contract Summary.**

Business Objectives (Why do the work)

	What is causing the need, problem, challenge or issue?		
	What is the supplier doing to meet this need, problem or challenge?		
	Is the supplier providing goods and services directly to the customer or providing goods and		
	services to the community on behalf of the customer? (Potential risk to monitor)		
☐ What outcome is the customer looking for from this supplier?			
	o Deliver to on time for proper maintenance of		
	 Provide a stable "app" that allows to more easily when scheduling 		
	appointments with		
	 Provide a platform to easily track, which will allow the customer to 		
	better track for federal grant reporting.		
	<u>Summarize here:</u> What is the purpose of the contract? (This will be used in any solicitation for a		
	competitive bid/quote or as part of the supplier's response.)		
Deve	loping the Work (What is the work)		
	List the specific tasks or duties the supplier will provide. Place these duties or tasks in order of		
	importance, with the most important being numbered 1. (design, deliver, maintain, repair, etc.).		
	The ranking is to ensure that the acceptance criteria ties to the most important functions of the		
	service		

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	What are the customer's obligations to the supplier (access to a building, computer system, etc.)?
	List those customer requirements so the contract professional can determine how to include them
	in the contract. (Potential risk to monitor)
	Should your customer's policy, regulatory and statutory requirements be documented here in the
	service requirements? In other words, does the service need to meet a regulatory or policy
	obligation? (Potential risk to monitor) List them.
	List any required qualifications of the supplier and/or their staff to perform the services?
	(Potential risk to monitor)
	<u>Check your work:</u> Are the functional and technical requirements clearly written in a form that the
	supplier and the customer both understand?
	Use simple sentences, verbs, industry terms, and industry standards.
	• Are there <u>implied</u> requirements (such as one party providing the other party data or
	drawings or access to a secure building) that are not outlined so far? (Potential risk to
	monitor) List them.
Desc	ribing Performance in Words and Performance Measures (How and
wher	n is the work done to specifications)
	When does the service need to start?
	Is the timeline for performance/delivery etc. clearly outlined? (Potential risk to monitor)
	o Are there gaps in the delivery dates or "TBD's"?
	o Who, when and how will the "TBD's" be determined?
	What documents/reports will the buying company need to verify delivery of the services?
	What other objective factors will the buying company use to verify the work?
	o Think of things like: number of visits, number of people served, software functions for a
	time period without failing, reports delivered, etc.
	List the performance measurement here: List the performance measure target here:
	If there is no unit of measurement, skip the next checkbox below. If there is a performance
	measurement, answer these questions:
	O Who will record the data about this unit of measurement?
	 How often with the recording party collect the data?
	 In what form will the recording party report the data?
	O How will the receiving party validate that the data is accurate?
	O Who will review that data?
	o Who at the buying company will approve of the data?
	What are the suggested industry performance measures? Will an industry performance measure
	work for this agreement? Why or why not?
	Are there milestones (or gateway reviews or progress reports) to track performance/delivery?
	(Potential risk to monitor)
	o Are they tied to a report? When, by whom, how will the report be delivered?
	Are the milestone dates tied to payment terms? How is this outlined?
	o How often are milestones monitored and by whom at your customer?
	What should happen if the service does not meet the requirements? (Note, these will be
	incorporated into the contract Terms and Conditions.) (Potential risk to monitor)

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- Will the supplier have the right, time and ability to "cure" or fix the service or deliverable (software)? How will that work? What timeframe? Who would be negatively impacted if the services are defective?
- If the supplier will have the right to re-do work, what is that process? Who will pay for the re-work?

	What l	nappens if the supplier misses the target listed above? (Potential risk to monitor)
	0	The first time?
	0	At a critical time in the service?
	0	At the beginning of the contract implementation?
	0	More than once? In what time frame? (twice in a year or twice in a month?)
☐ How do you know		o you know that the work is "finished"? What is the least the supplier can do to call the
	project	t done? (Potential risk to monitor)
	Check	<u>your work:</u> Are the performance requirements clearly written so the parties can

demonstrate performance or demonstrate the lack of performance when talking to each other

Acceptance (What happens if the services don't meet expectations?)

The contract template will have generic acceptance language, and usually refers back to the scope of work or technical specifications for acceptance criteria. This section will provide the customer and the supplier acc Con De

epta	ance criteria. (Acceptance criteria provide guidance about how and when the work is complete.
mple	ete can mean a part of the service is complete or all of the services are complete. Please see the
fine	d Terms in the contract for the applicable definition.)
	Who at the buying company will verify that the services meet the technical and functional specifications?
	• What objective criteria will the customer use to verify that the services meet specifications?
	Who at the customer will verify that the services are delivered on time?
	• What does that person need to verify that the services are delivered on time?
	o Is it the same person who will approve the data to validate a performance measure from
	above?
	Are there inspections? When, by whom and at what point—at time of delivery?
	Is testing required to validate performance? When, by whom and how are those tests to be done?
	(Potential risk to monitor)
	Does this service require quality assurance (QA) audits, or other procedures to verify or validate
	performance? (Potential risk to monitor)
	O When, by whom and how are those to be done?
	Are there additional expenses for on-site tests? Who pays for them?
	What if something is rejected and needs to be tested again? Who pays for that process?
	How does the customer enforce these performance requirements? (Look at the Contract Terms for
	Corrective Action Plans and Cure Periods, etc.)
	<u>Check your work:</u> Is the acceptance process clearly outlined so the supplier knows exactly what is

expected and the customer can formally accept or reject the services? (Note, acceptance leads to

payment, and rejection leads to replacement/re-work).

about its performance?

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Risk



Please review the **Risk Checklists** before completing the bid package or proposal package. More detailed risk related questions are included in those checklists.

Please stop here and pull out the **Risk Checklists**. Look for identifiable risks in those questions. Then take all identifiable risks that could lead to a loss and start filling out the **Risk Monitoring Template**. The **Risk Monitoring Template** after negotiations and contract execution will become the **Risk Register**.

Notes