

## Statement of Work Template

### **NOTE:**

**This document is designed as a guide / suggested best practice. No language within this document should be considered proscribed. Participating Agencies should follow their own guidelines / procedures and are encouraged to use their own discretion in drafting a SOW for CCG's Digital Imaging Services Contract (# 920 C1).**

**SOWs may be short statements describing simple, short-term work (digitize 5 boxes of paper documents delivered to vendor and return boxes along with a hard drive of TIFF images without indexes) or may be complex projects that need a lengthy SOW.**

**A Participating Agencies should be careful not to modify the CCG Master Contract Terms and/or Amendments:**

- 1) The terms and conditions of the CCG Master Contract shall govern all transactions by Participating Agencies under the Contract.**
- 2) Participating Agencies shall not have the authority to modify the terms of the CCG Master Contract; however, additional Participating Agencies terms and conditions that do not conflict with the CCG Master Contract and are acceptable to Vendor may be added in SOW. No additional term or condition added in a SOW issued by a Participating Agencies should weaken a term or condition of the CCG Master Contract.**

**[Name of Agency & Division Designation]**

**Statement of Work  
For  
Digital Imaging Services  
920 C1**

[Name of Project]

[Date]

## **Table of Contents**

### **1. INTRODUCTION**

- 1.1. Objectives
- 1.2. Duration
- 1.3. Acronyms, Abbreviations and Definitions

### **2. PROCUREMENT PROCESS**

- 2.1. Contract Documents
- 2.2. Exhibits
- 2.3. Point of Contact
- 2.4. Requirements for Submission
- 2.5. Award

### **3. BACKGROUND AND ASSUMPTIONS**

- 3.1. Background
- 3.2. [Agency] Assumptions
- 3.3. [Agency] Responsibilities

### **4. DELIVERABLES**

- 4.1. Project Management Requirements
- 4.2. Testing and Documentation Requirements
- 4.3. Document Tracking
- 4.4. Transportation
- 4.5. Document Conversion Requirements
- 4.6. Quality Control Requirements
- 4.7. Document Handling, Replacement, and Destruction Requirements
- 4.8. Document and Environment Security Requirements
- 4.10. Technical Services Requirements
- 4.11. Training Requirements
- 4.12. Output File Formats Requirements
- 4.13. Completion or Termination

### **5. BUSINESS CONTINUITY / DISASTER RECOVERY REQUIREMENTS**

- 5.1. Business Continuity and/or Disaster Recovery Plan

### **6. CONTRACT MANAGEMENT**

- 6.1. Staffing
- 6.2. Acceptance Process and Criteria
- 6.3. Performance Measures and Remedies
- 6.4. Quality Assurance Process
- 6.5. Contract Changes

## **7. INVOICING**

- 7.1. Submitting Invoices
- 7.2. Invoice Required Information
- 7.3. Invoice Schedule
- 7.4. Invoice Review
- 7.5. Billing at Contract Termination or Conclusion

## **8. TERMS AND CONDITIONS**

- 8.2. Contract Management
- 8.3. Confidentiality and Security
- 8.4. Amendment
- 8.5. Termination of Contract
- 8.6. General Terms and Conditions

# 1. INTRODUCTION

[Agency] is issuing this Statement of Work (SOW) to obtain the services of a Vendor to Image all [... brief description of project]. This SOW documents the functional and non-functional requirements necessary for [...].

## 1.1. [Agency] Objectives

[Project] is intended to [...]. The overall objectives of the procurement are to:

- prepare [...]
- [...]
- 

## 1.2. Duration

### 1.2.1. [Project Term]

1.2.1.1. The contract for the SOW shall begin upon issuance of a Purchase Order (PO) by the [Agency] and shall end upon completion of the contracted services.

## 1.3. Acronyms, Abbreviations and Definitions

### 1.3.1. Acronyms

[add acronyms unique to customer or project]

Acronym	Definition
BAFO	Best And Final Offer
BC/DR	Business Continuity / Disaster Recovery
CCG	Council on Competitive Government
DDI	Design, Development and Implementation
NDA	Non-Disclosure Agreement
PO	Purchase Order
QA	Quality Assurance
QC	Quality Control
RFP	Request for Proposal
SOW	Statement of Work
TSLAC	Texas State Library and Archives Commission

### 1.3.2. Definitions

When capitalized, the following terms and acronyms have the meaning set forth below. All other terms have the meaning set forth in Merriam-Webster's Collegiate® Dictionary, Eleventh Edition.

[add definitions unique to customer or project]

AIIM	Association for Information and Image Management ( <a href="http://www.aiim.org">www.aiim.org</a> ) – A global community that provides education, research and best practices for organizations to help find, control and optimize information.
ANSI	American National Standards Institute ( <a href="http://www.ansi.org">www.ansi.org</a> ) – An official, non-profit organization within the United States that administers the voluntary development of standards for products, services, processes, systems and personnel. It is the US equivalent of the British Standards Institution.
Backup Files	Copies of files or databases kept for a specified time in case the original files or databases are damaged, lost or destroyed.
Business Day	The period of time from 7:00 a.m. to 6:00 p.m. Central Time exclusive of weekends and observed holidays when PA offices are closed. A holiday will be excluded in a computation of Business Days only when such holiday is observed by the Participating Agency at issue and only as to the Participating Agency at issue.
Capture	Process of scanning, storing, and retrieving Documents regardless of original format, using micrographics and/or electronic imaging (i.e., Scanning, OCR, ICR, OMR, etc.). This includes working with born-digital Documents (i.e., capturing/indexing incoming virtual faxes) Born-digital Documents are Documents that were not created in paper form.
Chain of Custody	A documented, chronological process or audit trail for tracking the transfer and control of Documents and electronic information..
Digital Imaging	The process of Capturing a variety of source Documents from multiple Source Media with varying degrees of Image quality. Digital Imaging may use character recognition and file compression and deliver in multiple Output File Formats on a variety of Output Media.
Disaster Recovery	Disaster Recovery is defined as the contingency plan a Contractor has prepared that would enable it to continue to conduct normal operations should a natural or catastrophic situation cause normal production and distribution activities to be disrupted.
Document	A written or printed instrument that conveys information. Digital versions of Documents should adhere to ANSI/AIIM standards and any other standards per SOW. This includes working with born-digital Documents (i.e. capturing/indexing incoming virtual faxes) – Documents that that are never in paper form.
Document Handling	Document Handling describes how a Contractor’s equipment processes the Document. For example, scanners may be sheet-fed with or without a straight paper path. A straight paper path provides reliable Document transportation for most Documents. Scanners may be of several types, for example, flatbed, rotary, or planetary. Document Handling may include Secure overnight storage (e.g., vault), expert care and handling, stringent standards for temperature, humidity, light, air quality, gas fire suppression, UV light exposure limits, etc., as required by the PA.

Document Preparation	Document Preparation includes removing bindings, paper clips, attachments, and fasteners; photocopying oversize or undersize Documents; purging unnecessary information; or repairing damaged originals for Document receipt, inspection, and inventory. Also included is the mounting of notes or undersized documents to standard white sheets or on the back of the corresponding document if it is blank, unfolding of folded pages, the proper orientation of Images; and, the marking of illegible documents as "Best Available Copy".
DPI	Dots per inch – Dots per inch indicate the resolution of Images. The more dots per inch, the higher the resolution. A common resolution for laser printers is 600 dots per inch. This means 600 dots across and 600 dots down, so there are 360,000 dots per square inch.
File Format	A format for encoding information in a file. Each different type of file has a different File Format. The File Format specifies first whether the file is a binary or ASCII file, and second, how the information is organized. For example, raster Images, ASCII text, SGML tagged for electronic distribution or publishing, PDF Image files, etc.
Final Files and Materials	<p>The Contractor shall provide Final Files and Materials in a format as agreed upon at project completion to the PA. The file shall conform to SOW requirements. The list of Documents converted shall, at a minimum, consist of each Document number, Document title, date, revision level, and page number. This file shall be structured from the source data as specified by the PA. PA may request source Documents, Source Media, Images, indexes, audit trails, searchable text, data dictionary, etc. (in non-proprietary or widely available formats) including anything the Customer paid for and needs to continue business.</p> <p>For example, SOW may require that the Final Files and Materials delineate those Documents for which conversion has been completed; if applicable, the intermediate format in which each Document has been scanned; the applicable character recognition, compression algorithm, output storage media and File Format of the stored Image; and an index for all converted data.</p>
Gov't Code	The Texas Government Code.
Image	<p>When used as a noun: An electronic representation of content, such as a Document. It may be loosely divided into two types: master Images, which are Images prior to any enhancement or correction saved in an uncompressed format, and derivative Images, which may have been processed in some manner and are often saved at a lower resolution or in a different format for access purposes.</p> <p>When used as a verb: see definition of "Capture," above.</p>
Image Enhancement	Removal of date stamps and other markings, De-skewing Images to within five (5) degrees or less of skew, De-speckling, cropping, rotation, etc. Image Enhancement is a process to alter (usually in an automated manner) Images to render soiled, faded, speckled, deteriorated, and other aspects of Images to be more pleasing to viewers or more susceptible to automated extraction of text. The Image Enhancement process may reduce background noise and alter uneven line widths, dull edges, faded areas, and uneven illumination.

Image Repository	A central place where a collection of digital Images is kept and maintained in an organized way, usually in computer storage. It may be part of a Document management system with specific functionality to control the check in/out of material, version control, and look-up against defined attributes.
Independent Double Key Entry	The process whereby two different trained operators enter data at different times while looking at the same scanned Image. If the entered data does not match up perfectly (spelling, spacing, etc.), software rejects the data entry and it is routed (along with the Image in question) to a supervisor who resolves the difference. In this manner, every index field is verified at least twice for its veracity. This process helps ensure near one-hundred percent (100%) accuracy.
Indexing	Based on a pre-defined Taxonomy and Metadata, identification of specific attributes of a Document or database record to facilitate retrieval. For example, Images may be indexed by receive date in order to retrieve them in date order.
Intelligent Character Recognition (ICR)	The computer translation of manually entered text characters into machine readable characters.
Large Format Document	Source Media above 11" x 17" to accommodate maps, architectural and engineering Documents, for example.
Metadata	Data that provides information about other data. It is usually expressed as elements in a schema or fields in a database. Typical elements include "Identifier," "Title," "Author/Creator," "Date," and "Keywords," where keywords are terms used in natural language. Metadata may be used by Indexing systems to help retrieve specific items.
Microfiche	Sheet of Microfilm containing an array of micro-images arranged in accordance with a standard grid (e.g., seven (7) rows and fourteen (14) columns) and usually including an eye-legible title along the top edge. Frequently used in micropublishing applications.
Microfilm	High-resolution photographic film suitable for recording micro-images of Documents. Often used to refer to Microfilm in roll format (e.g., 16mm Microfilm).
Needs Assessment and Analysis (NAA)	A documented process to determine the feasibility and justification for Digital Imaging Services for state or local records including consideration of the retention period and activity rate of the records, advantages and limitations of alternate records media, protection of essential records, access or retrieval concerns, and cost comparisons.
Optical Character Recognition (OCR)	OCR is a technique by which Images of characters can be machine identified, then converted into computer codes for processing.
Optical Mark Recognition (OMR)	OMR is a technique to recognize check boxes, filled in bubbles, etc. and is highly accurate on properly marked forms. Typically, OMR is used to automatically tabulate the results into a database (such as for surveys or voting).
Output File Format	An Output File Format is a way for PA to receive digital Images in digital files. The SOW may require multiple Output File Formats (i.e., single-page TIFFs with Group IV compression). Sample Output File Formats include, but are not limited to, PDF, PDF/A, searchable PDF, TIFF, JPEG, etc.

Output Media	Digitally converted data delivered to PA in an Output Media as specified by the PA. Examples include: (1) transmitted via SSL, FTP, or VPN; or,  (2) written to CD-ROM, 4mm DAT or 8mm magnetic tape; 9-Track 1600 BPI or (3) 6250 BPI magnetic tape;  (4) 3.5 inch, 5.25 inch, 12 inch, or 14 inch Write-Once Read-Many (WORM) optical or magnetic disks and/or  (5) Write-Many Read-Many optical disks and Output File Format; or other currently available technology.
Permanent Record	Any State Record or Local Government record for which the retention period on a retention schedule issued by TSLAC or approved by TSLAC as permanent.
PPI	Pixels per inch - PPI indicates the measurement of how a monitor displays an Image. The resolution of an Image displayed on a monitor is determined by its PPI, or the number of pixels contained within one square inch of monitor space.
Project Manager	The person responsible for leading a project from its inception to completion. This includes planning, execution and managing the people, resources and scope of the project. Project managers must have the discipline to create clear and attainable objectives and to see them through to successful completion. The Project Manager has full responsibility and authority to complete the assigned project. Project Managers may be required by the PA, vendor, or both.
Re-preparation	Re-preparation consists of reconstruction of the Documents including the attachment of fasteners and bindings, reassembling of the Documents into their original configuration, preparing a Document inventory listing, and packaging/packing for return shipment to the PA.
Secure	Administrative, technical and physical safeguards or, as applicable, use of such safeguards, to ensure the security and confidentiality of records and to protect against any anticipated threats or hazards to their security or integrity which could result in substantial harm, embarrassment, inconvenience, or unfairness to any individual regarding whom information is maintained.
Source Media	The materials delivered to/received by the Contractor to digitally process including paper, aperture cards, Microfiche, Microfilm, roll film, bound books, etc.
Special Format Capture	The process of scanning non-standard Documents like bound book, photos (both prints and negatives), newspapers, textual materials, manuscripts, maps, drawings, and other formats. Usually, these Documents require special Document Handling or equipment due to age, fragility, size, etc.

State Record	<a href="#">Gov't Code 441.180 (11)</a> "State Record" means any written, photographic, machine-readable, or other recorded information created or received by or on behalf of a state agency or an elected state official that documents activities in the conduct of the state business or use of public resources. The term includes any recorded information created or received by a Texas government official in the conduct of official business, including officials from periods in which Texas was a province, colony, republic, or state.
Statement of Work (SOW)	A PA's Digital Imaging Services request that fully describes the PA's requested services, terms and objectives.
Taxonomy	A system for naming and organizing content into categories that share similar characteristics.
TIFF	Tagged Image File Format
Turnkey Solution	A solution that is immediately ready to use upon implementation and is designed to fulfill the required process.

## 2. PROCUREMENT PROCESS

### 2.1. Contract Documents

The contract resulting from this SOW will be comprised of the below listed documents, including their attachments, forms, exhibits and addenda. No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in these documents. In the event of a conflict between the provisions of the below documents, the documents are given the following order of priority:

1. [Purchase Order]
2. [SOW Best and Final Offer (BAFO), if any]
3. [Original SOW]
4. [Awarded Vendor's SOW BAFO Proposal, if any]
5. [Awarded Vendor's Original SOW Proposal]
6. [Original CCG Contract 920 C1 The Contract consists of the Notice of Award, Listing of Awarded Items, and any Contract Amendments thereto issued by the CCG; the RFP, together with any modifications made through Addenda thereto; and the successful Proposal, together with any clarifications thereto that are submitted at the request of the CCG. (Contract documents are available from CCG.)]

## 2.2. Exhibits

This SOW also includes the following Exhibits.

Exhibit #	Exhibit Name	[...]
1		
2		
[...]		

## 2.3. [Agency] Points of Contact

Vendors shall address all communications concerning this SOW to the Point of Contact listed in [...] of the SOW and shall make no contact with [Agency] personnel unless instructed by the Point of Contact. Failure to comply with this requirement may result in disqualification.

## 2.4. Requirements for Submission

Vendor shall submit [...] original and [...] hard copies of the Requirements Submission. Vendors shall also submit [...] copies of media containing electronic copies in Microsoft Word format (\*.doc) and Adobe Portable Document Format (\*.pdf) of the Requirements Submission. The electronic copies shall be indexed or book marked. Pages shall be numbered and contain an organized, paginated table of contents corresponding to the sections and pages of the Proposal. Major sections of the hardcopy Proposals shall be tabbed.

Except for the signatures associated with the [...] original, the electronic copies and hard copies should be identical.

### 2.4.1. Section A: Proposal to Statement of Work

2.4.1.1. Section A of the Proposal will provide the [Agency] with the information that will be used to evaluate the “Statement of Work” component of the Proposal and issue an award.

2.4.1.2. Section A of the Proposal shall consist of [...] parts:

2.4.1.2.1. **A1 Executive Summary:** A narrative describing how the Vendor proposes to address the [Agency] objectives (see Section [...]) and goals (see Section [...]) for [Project Name] (not to exceed [...] pages).

2.4.1.2.2. **A2 Implementation Proposal:** A narrative describing how the Vendor proposes to implement its solution in accordance with the requirements included in Section [...].

2.4.1.2.3. **A3 Statement of Work Proposal:** A Proposal to each of the following Proposal Instruction sections:

[...]

#### **2.4.2 Section B: Assumptions and Exceptions**

The Vendor shall explicitly set forth in this section any assumptions regarding, or exceptions to, any part of this SOW, noting the specific SOW section number. If there are no exceptions, the Vendor shall explicitly state that the Vendor takes no exception to any part of this SOW. Any exception may result in this SOW not being awarded to the Vendor. Format shall be as follows:

[...]

#### **2.4.3 Section C: Forms**

Forms [...] and [...] described in Section [...] in Exhibits must be completed and returned with Vendor's Proposal. Forms are to be included in this section of the Vendor's Proposal unless otherwise noted. The Pricing Form (Exhibit [...]) is to be included with the Pricing Submission, as described below.

#### **2.4.4 Pricing Submission**

Vendors shall submit [...] original and [...] hard copies of the Pricing Submission. In addition, Vendors shall provide [...] copies of media containing [...] electronic copies of the Pricing Submission in Microsoft Word or Excel format (\*.doc or \*.xls) and Adobe Portable Document Format (\*.pdf). Failure to submit a complete Pricing Submission may result in disqualification of the Proposal.

Except for the [...] original, the electronic copies and hard copies should be identical.

The Pricing Submission (the original, the copies and the media with the electronic copies) should be sealed and clearly marked with the specified Proposal due date and time and the title: [Project Name]: Pricing Submission.

The Pricing Submission shall be sealed and submitted separately from the Requirements Submission. No price information shall be included in any other portion of the Proposal. Any Proposal which fails to adhere to this requirement may be disqualified. **Any price assumptions and/or price conditions document shall only be submitted in the Pricing Submission and not in the Requirements Submission.**

The Pricing Submission shall consist of:

1. The completed Pricing Form (the Pricing Form shall include all costs associated with any and all services to be provided; the Vendors shall not modify the pricing line items on the Pricing Form), and
2. Assumptions upon which the price amounts are based and/or conditions attached to any price amount (these assumptions and/or conditions must be set forth in a separate document from the Pricing Form and not contain any price amounts).

## **2.5. Award**

### **2.5.1. [Agency] Rights**

All submitted Proposals to this SOW become the property of the [Agency]. The [Agency] reserves the right to use any and all ideas presented in any Proposal to the SOW. Selection or rejection of any Proposal does not affect this right.

2.5.1.1. Additional rights of the [Agency] include, but are not limited to:

[...].

### **2.5.2. Discussions**

The [Agency] may discuss acceptable or potentially acceptable Proposals with Vendors in order to determine the Vendors' ability to meet the SOW requirements and/or negotiate any Vendor's assumptions or exceptions. If discussions occur, all Vendors with Proposals found to be acceptable or potentially acceptable shall be given an opportunity to discuss their Proposals with the [Agency] and, if applicable, revise Proposals accordingly through, and in accordance with, the BAFO process described below.

### **2.5.3. Best and Final Offer**

A request for a BAFO is at the sole discretion of the [Agency], and if requested will be specified in writing. A time and place shall be set for receipt of any BAFO. Changes to Proposals or prices after BAFO shall only be allowed if the [Agency], in its sole discretion, determines that resubmission would be in the public interest.

### **2.5.4 Determining Best Value**

[...].

## **3. BACKGROUND AND ASSUMPTIONS**

### **3.1. Background**

[...].

### **3.2. [Agency] Assumptions**

[...].

### **3.3. [Agency] Responsibilities**

[...].

## **4. DELIVERABLES**

**NOTE:** The sections specified below are suggested. The Participating Agency should use its discretion in determining whether these sections should be included or excluded their own SOW. See RFP and vendor responses for sections to include regarding your need for contract services including those in item A.6 Requirements and Specifications, quality control, security, image repository hosting or maintenance, and A.8.3 reports.

### **4.1. Project Management Requirements**

[...]

### **4.2. Testing and Documentation Requirements**

[...]

### **4.3. Document Tracking**

[...]

### **4.4. Transportation**

[...]

### **4.5. Document Conversion Requirements**

[...]

### **4.6. Quality Control Requirements**

[...]

### **4.7. Document Handling, Replacement, and Destruction Requirements**

[...]

### **4.8. Document and Environment Security Requirements**

[...]

### **4.10. Technical Services Requirements**

[..., **Data Exchange, file formats, image repository hosting and maintenance, etc.**]

#### **4.11. Training Requirements**

[...]

#### **4.12. Output File Formats Requirements**

[...]

#### **4.13. Materials and services that will be provide at the end of contract or completion of a project by Awarded Vendor.**

[...]

### **5. BUSINESS CONTINUITY / DISASTER RECOVERY REQUIREMENTS**

**NOTE:** The sections specified below are suggested. The Participating Agency should use its discretion in determining whether these sections should be included or excluded their own SOW.

#### **5.1. Business Continuity and/or Disaster Recovery Plan**

5.1.1. The Awarded Vendor shall submit a current BC/DR Plan within [...] Business Days after Contract Award that includes a detailed recovery plan for all parts of its operations (automated and otherwise) related to the services of the Contract (corporate level or generalized BC/DR Plan shall not be substituted) resulting from this SOW.

5.1.2. Current State of Texas requirements are listed in the Texas Administrative Code, Title 1 – Administration, Part 10 – Department of Information Resources, Chapter 202 – Information Security Standards, and can be accessed at the following site:  
[http://info.sos.state.tx.us/pls/pub/readtac\\$ext.ViewTAC?tac\\_view=4&ti=1&pt=10&ch=202](http://info.sos.state.tx.us/pls/pub/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202).

5.1.3. The BC/DR Plan shall include a contingency plan to avoid disruption of service due to any third party or subsidiary performance deficiencies, labor problems and any other event that could reasonably be foreseen to result in a disruption of services in the Contract resulting from this SOW.

[...]

### **6. CONTRACT MANAGEMENT**

#### **6.1. Staffing**

6.1.1 The Awarded Vendor shall retain a specifically identified Project Manager for the term of the contract resulting from this SOW. The Project Manager shall coordinate all activities with the [Agency] Project Manager.

6.1.2 [...]

## **6.2. Acceptance Process and Criteria**

6.2.1 The Awarded Vendor shall coordinate fully and appropriately with the [Agency] throughout the development of deliverables, conducted reviews, and shared knowledge with the [Agency].

6.2.2 [...]

## **6.3. Performance Measures and Remedies**

6.3.1 Performance Remedies

6.3.1.1 The following conditions will be examined to confirm expected accuracy.

- At least [...] percent [...] of Images (definition as it relates to scanning) are readable. An Image is not readable if it is excessively speckled, blurred, skewed as to lose content, or otherwise unusable.
- Images are indexed at [...] percent [...] accuracy.
- [...]

## **6.4. Quality Assurance Process**

6.4.1 Problem Resolution and Corrective Action Process

[...]

## **6.5. Contract Changes**

6.5.1 The [Agency] may request the Awarded Vendor to perform tasks not directly specified in this SOW but that are within its general scope in order to implement regulatory or legislative changes, or to address missed requirements (“additional services”). The decision to obtain additional services will be at the sole discretion of the [Agency]. In the event the [Agency] elects to exercise this option, the [Agency] shall provide the Awarded Vendor with a statement of work and the Awarded Vendor shall provide proposed pricing for the additional services. The [Agency] may accept or reject these additional services from the Awarded Vendor and refine the requirements and negotiate final costs.

(See the [Contract Management Guide Chapter 7](#) for addition information on Contract Changes.)

## **7. INVOICING**

The [Agency] shall not be liable for any performances rendered or obligations incurred on behalf of the [Agency] by the Awarded Vendor before execution of a PO. The [Agency] shall process a properly prepared invoice for payment in accordance with the state procedures for issuing state payments and the Texas Prompt Payment Act (Texas Government Code Section 2251).

### **7.1. Submitting Invoices**

Invoices shall be submitted to:  
[...]

### **7.2. Invoice Required Information**

The items invoiced must be described in the same fashion as the [Agency's] PO. Each invoice must include the following information in a template provided by the [Agency] at kickoff:

- Purchase Order Number
- Vendor Name
- Vendor's Tax Identification
- [...]

### **7.3. Invoice Schedule**

The Awarded Vendor shall not invoice the [Agency] for the [...] until all acceptance criteria for these particular deliverables have been met and the deliverables have been formally accepted by Controlled Correspondence from the [Agency].

### **7.4. Invoice Review**

The [Agency] shall review each invoice for contract compliance and completeness. If the [Agency] determines that an invoice is not acceptable under the provisions of the contract resulting from this SOW or is otherwise incomplete, the Awarded Vendor shall correct any deficiencies before the [Agency] will process the invoice for payment.

The Awarded Vendor shall provide additional information and/or documentation as the [Agency] may reasonably require. The Awarded Vendor shall respond to an [Agency] request for additional information and/or documentation to support payment within [...] calendar days of receipt.

### **7.5. Billing at Contract Termination or Conclusion**

Upon termination of the contract for any reason or conclusion of the contract, and in the event remedies are pending or Quality Assurance measures are not complete, the Awarded Vendor shall allow the [Agency] sufficient time to finalize all Quality Assurance issues. After all Quality Assurance issues have been resolved, the [Agency] shall notify the Awarded Vendor to invoice the [Agency] for the remaining balance due.

## **8. TERMS AND CONDITIONS**

### **8.1 Financial Terms and Conditions**

8.1.1 Audit Exceptions

[...]

8.1.2 Method of Purchase

[...]

8.1.3 Legislative Appropriations

8.1.4 Provisions of Funding by United States

8.1.5 Antitrust and Assignment of Claims

## **8.2. Contract Management**

8.2.1 After the selection process and PO has been issued, the [Agency] points of contact and their authority levels are:

[...]

## **8.3. Confidentiality and Security**

## **8.4. Amendment**

## **8.5. Termination of Contract**

## **8.6. General Terms and Conditions**

## **8.7 [...]**