

EXHIBIT X – STATEMENT OF WORK for Software as a Service Contracts

City of Seattle CONTRACT FOR

This Statement of Work template is adopted by City Purchasing Policy for Software as a Service (SaaS) solutions and serves as a supplemental document to the City contract with the Vendor. SaaS is defined as software applications hosted by the vendor where the City does not take ownership of the software and is instead purchasing access to the application via the Internet. The Statement of Work is intended to clarify any work to be done by the vendor in order for the City to begin to use the SaaS application. Whereas a Service Level Agreement is focused on ensuring a system meets a given performance and availability standard over time, the Statement of Work is focused on initial implementation.

The degree of specification required in the Statement of Work will vary based on factor the amount of vendor resources, services, and tools needed to implement the hosted system. For example, a SaaS application that requires no data conversion and initial upload, no configuration of screens and reports, and no user training may require nothing more than a payment schedule, brief implementation schedule, and acceptance criteria. This template is to serve as a starting point for projects.

The yellow boxes are informational for City Employee information, and should be removed prior to finalization.

1. Project Scope

The first part of this section lists the major features and functions that are to be enabled in software as a result of the work of the vendor. It also describes other major activities that are to be accomplished, for example user training. The second part describes what features, function, and activities are not included in the contract, but might incorrectly be assumed to be in the scope. For example, we may have only purchased certain functionality/modules, and therefore the part of the software not purchased would be out of scope.

Another common example is around setting up new users (provisioning). It's a common practice in SaaS applications for the vendor to provision the City's system administrators, and then those administrators provision the City's users. In that example provisioning system administrators would be listed in the first section, and provisioning users would be listed in the second section.

Vendor shall provide services, resources, and tools to support a successful implementation of a hosted application to (briefly describe purpose of the application)

The scope of the project will include the following: (list in bullet or numbered format)

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The scope of the project does not include the following: (list in bullet or numbered format)

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2. Key Objectives

This section lists the key business objectives to be accomplished by implementing the hosted system. Some examples might be to reduce the time it takes to perform an activity, improve the quality of, or access to particular information, or meet a regulatory requirement.

This is not a detailed specification, but to help ensure the vendor is clear on the business objectives that must be accomplished in order for the City to accept the system.

Key objectives of the City in implementing a hosted web based (state system purpose) system include:

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3. Project Deliverables

List in the following table the deliverables that are to be done by the vendor. In SaaS applications the vendor deliverables may be as simple as a basic provisioning of City system administrators and activating the hosted system licenses, or as complex as adding new functionality to the system.

The following is only an example, and represents a large-scale SaaS acquisition where the vendor has a significant work effort to deliver to the City as part of the implementation phase of the project. Delete and/or insert deliverables as appropriate. For example, most SaaS implementations don't have a City infrastructure component, so this section would in most cases not be present.

The deliverables for this project include:

SAMPLE PROJECT DELIVERABLES
<u>Project Schedule</u> – The tasks, deliverables, dates, required resource assignments, and critical path to complete the project.
<u>Project Status Reports</u> – Periodic reporting on project issues, budget, and schedule.
INFRASTRUCTURE
<u>Infrastructure Plan</u> - The plan that describes the needed additions and/or changes to the City's infrastructure in order to support the portion of the application hosted at the City.
<u>System and Software Installation</u> – The installation of the software and/or hardware that is installed at the City.
SYSTEM CONFIGURATION
<u>System Configuration Plan</u> – The plan that describes configuration changes to meet the City's needs
<u>Security Plan</u> – The plan that describes the security related changes the hosting environment or applications in order to meet the City's needs
<u>System Configuration</u> - The execution of the changes required to configure the system
<u>Security Implementation</u> – The execution of the Security Plan
DATA CONVERSION
<u>Data Conversion Plan</u> - The plan that describes the steps needed for the City to upload it's data to the new system.
<u>Data Conversions Utilities</u> – Any utilities created by the vendor to convert data from a City-specific format to the vendor's format.
TESTING
<u>Test Plan</u> - The plan that describes the method for testing both changes to the hosted system software and related City infrastructure.
<u>Unit Testing</u> – The testing of individual components/groups of related functionality of the hosted system.
<u>System Performance (Load/Stress) Testing</u> – Provide the City results of testing showing the hosted system can scale to meet anticipated volume of City transactions/data.
<u>Final Acceptance Testing</u> – Provide the City the ability to test the system as a whole for X days to ensure it meets the City's performance expectation.
TRAINING
<u>Training Plan</u> – The plan that describes the content, intended participants (e.g. train-the-trainer, sys admins only, or all users), format (webinars, classroom, etc) and timing of the training

required in order to use the hosted system.
Training Materials – The materials used to support the training courses
End-user and Technical Guides – Documentation in addition to exiting on-line system help that is need to support the use of City specific configuration, functionality, data conversion & upload utilities, etc.
SUPPORT AND MAINTENANCE
Support and Maintenance Plan – A description of the roles, responsibilities, problem escalations path, scheduled downtimes, contact names, emails, and phone numbers in support of the hosted system.

4. Work Order Terms and Conditions

Payment schedules for SaaS applications can vary greatly depending on the amount of upfront work/deliverables the vendor will provide, and any charges in addition to the hosted system fee. A simple implementation with no additional vendor deliverables would only require a single line for the hosted system fee. ***The example below represents a complex SaaS implementation with multiple upfront vendor deliverables for which the City is paying.***

The City hereby orders and the Vendor agrees to provide the services and deliverables described in this Work Order. The services and deliverables are provided pursuant to the terms and conditions of this Work Order and the Contract between the Vendor and the City. Payment for services and deliverables will be made based on the successful completion of the Deliverables as defined by this Statement Of Work and City technical specifications associated with this Statement Of Work. Successful delivery of the work will be mutually agreed upon by the Vendor and the City.

PAYMENT SCHEDULE		
Deliverable Name	Acceptance Date	Amt
Project Schedule	xx/xx/xxxx	
Project Status Reports	xx/xx/xxxx	
Infrastructure Plan	xx/xx/xxxx	
System and Software Installation	xx/xx/xxxx	
System Configuration Plan	xx/xx/xxxx	
Security Plan	xx/xx/xxxx	
System Configuration	xx/xx/xxxx	
Security Implementation	xx/xx/xxxx	
Support and Maintenance Plan	xx/xx/xxxx	\$ xx,xxx.xx
Data Conversion Plan	xx/xx/xxxx	
Data Conversions Utilities	xx/xx/xxxx	\$ x,xxx.xx
Training Plan	xx/xx/xxxx	
Training Materials	xx/xx/xxxx	
End-user and Technical Guides	xx/xx/xxxx	\$ x,xxx.xx
Initial year's hosted system software license and subscription fee	xx/xx/xxxx	\$ xx,xxx.xx
Total One-Time Costs		\$ xx,xxx.xx

5. Implementation Services and Deliverables Fees and Annual License and Subscription Fees

The City shall pay for the implementation services, deliverables, initial software license and subscription fee, and annual subscription fee as follows:

1. Vendor shall have the right to issue invoices on a monthly basis in the amounts noted above for deliverables which have received acceptance in the prior month. Subject to the exercise of its rights and remedies, the City shall pay such invoices that are issued in accordance with the terms of this contract within 30 days of receipt.
2. Vendor shall have the right to issue invoices on a quarterly basis in arrears for the first year's subscription fee and for each year's subscription fee thereafter for the use of and access to the hosted system noted above. Subject the exercise of its rights and remedies, the City shall pay such invoices that are issued in accordance with the terms of this Contract within 30 days of receipt.

6. Preliminary Project Schedule

Deliverable/Task	Finish Date
Kick-off meeting	xx/xx/xxxx
Project Schedule	xx/xx/xxxx
Test and training environments available	xx/xx/xxxx
System configuration and data conversion/upload complete	xx/xx/xxxx
Go-Live	xx/xx/xxxx