

# Scope of Work Example Language Library



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## Overview

In addition to standard contractual requirements, agencies should consider operational, functional, and situational factors that may materially impact the successful delivery, acceptance, and use of goods or services. These considerations are often specific to the end use of the product or service and may not be addressed in statute, regulation, or standard contract templates.

Failure to define such requirements may result in delays, additional costs, or the inability to fully utilize the procured goods or services for their intended purpose. Accordingly, the State reserves the right to incorporate additional requirements necessary to ensure that all deliverables are fully functional, compatible, and suitable for their intended operational environment.

## Commodities – Delivery, Logistics, and Fulfillment

### Shipping Terms

All shipments shall be made FOB Destination, freight prepaid and allowed. Title and risk of loss or damage shall remain with the Supplier until delivery has been completed and accepted by the ordering agency at the designated delivery location. The Supplier shall be solely responsible for filing, managing, and expediting any freight claims with the carrier.

Delivery shall occur within three (3) business days after receipt of order unless otherwise authorized in writing by the State. Any request for expedited or emergency delivery must be approved in advance by the ordering agency. The State shall not be responsible for additional costs associated with expedited delivery unless such costs were pre-approved. Notwithstanding the foregoing, any expedited delivery required as a result of Supplier error shall be provided at no additional cost to the State. The Supplier shall be responsible for meeting all agreed-upon delivery schedules and for providing reasonable accommodations in the event of emergency requirements.

## Method of Transportation

The State reserves the right to require the use of specific delivery methods or equipment where necessary to meet operational needs. Such requirements may include, but are not limited to, the use of company-owned vehicles, lift-gate equipped trucks, or palletized and shrink-wrapped shipments. The Supplier shall comply with all agency-specific delivery instructions, including any requirements related to packaging, maximum carton weights, or delivery configurations intended to facilitate safe and efficient unloading.

Unless otherwise directed, the Supplier shall remove all pallets and related packing materials from the delivery site at no additional cost to the State upon request. Failure to comply with delivery method requirements may constitute a material breach of contract.

## Delivery

Deliveries may be required to a loading dock or to an interior location designated by the agency. Interior delivery shall include placement of goods within offices, stockrooms, or other specified areas and may involve transport across multiple levels, including stairs. No additional charges shall be imposed for standard delivery conditions, including interior delivery, unless expressly authorized in writing by the State.

## Packing Slips

Each shipment shall include a packing slip that clearly identifies the applicable Purchase Order number or Transaction ID. In the absence of a Purchase Order number, the packing slip shall include the name of the individual who placed the order in the designated Purchase Order field. Where the Supplier utilizes a third-party carrier, the Supplier shall ensure that all required ordering information is accurately reflected on the shipping documentation.

## Back Orders

The Supplier shall provide written notice to the ordering agency immediately upon becoming aware that any item is on back order. Such notice shall include the reason for the delay and the anticipated delivery date. The State may, at its discretion, accept or reject back ordered items. If the anticipated delivery date exceeds forty-eight (48) hours beyond the original delivery date, the State reserves the right to cancel the back order without penalty.

In the event of cancellation, the State may procure the affected goods from an alternative source. The Supplier shall be liable for any reasonable excess costs incurred by the State as a result of such procurement.

## Returns

The State reserves the right to reject and return any goods that are damaged, defective, nonconforming, unauthorized substitutions, or delivered in excess of the quantities ordered. All returns shall be at the Supplier's sole expense. The Supplier shall issue appropriate credits promptly upon receipt of returned goods.

Where returned goods are due to Supplier error, the Supplier shall, upon request, provide replacement goods within forty-eight (48) hours at no additional cost to the State. The State shall not be obligated to remit payment for any goods that fail to meet the requirements of the solicitation or resulting contract.

## Vendor Work Product/Deliverables

### Digital Accessibility Requirements

All deliverables produced under any resulting contract must comply with applicable federal and state digital accessibility laws, regulations, and policies in effect at the time of delivery, including Section 508 of the Rehabilitation Act and the current adopted version of the Web Content Accessibility Guidelines (WCAG) Level AA.

Accessibility must be incorporated into the creation of all documents, electronic content, software, websites, and other work products. Deliverables that do not meet applicable accessibility requirements may be rejected, and the Contractor shall remediate any deficiencies at no additional cost to the State. Failure to comply with these requirements may constitute a material breach of contract.

## Electronic and Information Technology (EIT)

### Accessibility Standards

If services or products provided by the vendor utilize Electronic and Information Technology ("EIT") for information delivery, support, or reporting, the vendor shall ensure that the EIT satisfies the State of Delaware's accessibility requirements, as provided in the [State's Digital Accessibility Policy](#). EIT is information technology (IT) as defined at FAR 2.101, which is available at <https://www.acquisition.gov/browsefar>. In general, all Delaware General Assembly EIT must be free of errors and warnings for Level AA of the WCAG 2.1 standard.

The vendor must supply a Voluntary Product Accessibility Template ("VPAT") for any EIT supplied, furnished, or created for or on behalf of the Delaware General Assembly by the vendor included in the submission of the proposal to demonstrate Level AA compliance. An existing VPAT is acceptable if the VPAT corresponds to the make, model, and revision (in the case of hardware) or major version number (in the case of software) of the relevant EIT. If EIT is developed or modified as part of the execution of this Agreement, including any equipment, software, services, or commercial products, a VPAT must be submitted and approved before the deployment and use of EIT. The Delaware General Assembly reserves the right to request an updated VPAT if the vendor makes a significant change in hardware, software, or service provider during the term of this Agreement. A sample VPAT template is found here: <https://www.itic.org/policy/accessibility/vpat>.

If any service, product, or deliverable furnished under this Agreement does not conform to the State's Digital Accessibility Policy, the vendor may submit an exception request for the specific accessibility criteria. The request must state the reason compliance with the State's accessibility policy cannot be met. If the vendor chooses not to submit an exception request, the vendor shall, at its expense and option, do one of the following:

- (1) Modify the service, product, or deliverable to conform to the State's accessibility standards/requirements.
- (2) Provide a mechanism for equally effective alternative access. If the vendor chooses this option, the vendor must submit an Equally Effective Alternative Access Plan ("EEAAP"), which must be approved by the Delaware General Assembly.

The vendor is and remains liable in accordance with the terms of this Agreement and applicable law for all damages to the Delaware General Assembly caused by the vendor's failure to ensure compliance with the State's Digital Accessibility Policy.

## **Operational and Functional Considerations**

### **Intended Use and Functional Requirements**

The Contractor shall ensure that all goods and services provided under the contract are suitable for the intended use identified by the State. Suitability shall include not only the primary function of the good or service, but also any ancillary components, accessories, or conditions required for full and effective use.

Where the use of a product or service reasonably necessitates additional components, supporting equipment, or environmental conditions, the Contractor shall either provide such components or clearly identify them in advance of award. The State shall not be

responsible for procuring supplementary items that are necessary for the basic operation of the deliverable unless expressly identified in the solicitation.

/or/

The Contractor shall provide a complete and fully functional solution that meets the intended operational needs of the State. This includes all components, accessories, services, and conditions necessary for the safe, effective, and continuous use of the goods or services.

The Contractor shall be responsible for identifying and addressing all operational considerations associated with the use of the deliverables, including but not limited to compatibility with existing equipment, site conditions, required supporting infrastructure, ancillary equipment, and any other dependencies necessary for full functionality.

The State shall not be responsible for additional costs or procurements required to make the deliverables operational if such requirements were reasonably foreseeable and not disclosed by the Contractor prior to award.

## Compatibility and Integration

All goods and services shall be fully compatible with the State's existing infrastructure, equipment, and operational environment, as disclosed in the solicitation or reasonably inferable based on the intended use. The Contractor shall be responsible for identifying any compatibility requirements, including but not limited to power, space, connectivity, towing capacity, mounting, or system integration needs.

Any failure to identify such requirements prior to award shall not relieve the Contractor of the obligation to provide a fully functional solution.

## Site and Environmental Conditions

The Contractor acknowledges that delivery, installation, and use may be subject to site-specific conditions, including but not limited to space constraints, access limitations, utility availability, weather exposure, terrain, and structural considerations.

The Contractor shall be responsible for ensuring that all goods and services are suitable for the conditions under which they will be delivered, installed, and used. Where necessary, the Contractor shall coordinate with the State to confirm site conditions in advance.

## Delivery, Installation, and Commissioning

Where applicable, delivery shall include all services necessary to place the goods into operational condition. This may include unloading, placement, assembly, installation, configuration, calibration, and testing.

The Contractor shall ensure that all equipment is fully operational at the time of delivery and ready for its intended use. Any additional steps required to achieve operational status shall be completed by the Contractor at no additional cost unless otherwise specified.

## Testing and Acceptance

The State reserves the right to require functional testing prior to final acceptance. Testing may include demonstration of performance under normal operating conditions or, where applicable, field testing in the intended environment.

Acceptance shall be contingent upon verification that the goods or services perform in accordance with the requirements of the contract and are fit for their intended purpose. The State may reject any deliverable that fails to meet such requirements.

## Ancillary Equipment and Dependencies

The Contractor shall identify all ancillary equipment, accessories, or dependencies required for the operation, maintenance, or safe use of the goods or services. This includes items that may not be explicitly requested but are necessary for full functionality.

Unless otherwise specified, such items shall be included in the Contractor's proposal and pricing. The omission of required ancillary components shall not relieve the Contractor of the responsibility to provide a complete and functional solution.

## User Readiness and Training

Where the use of the goods or services requires specialized knowledge or training, the Contractor shall provide adequate instruction to State personnel. Training shall be sufficient to enable safe and effective use under normal operating conditions.

## Maintenance, Support, and Lifecycle Considerations

The Contractor shall identify any ongoing maintenance, service, or lifecycle requirements associated with the goods or services, including recommended service intervals, consumables, replacement parts, and support availability.

Where ongoing support is necessary to maintain functionality, the Contractor shall clearly define such requirements prior to award.