

Exhibit F: Essential Language for Software Maintenance Contracts

If the software maintenance contract is determined to be necessary and the price is reasonable, agency officials should ensure the contract contains language specific enough to enable effective monitoring so that officials can ensure the agency receives all the needed services for which it contracts. At a minimum, agency should consider the following:

- The specific items covered by the maintenance contract
- Provisions for amending the contract (with OSC approval) to add to and/or delete from the contract software modules from the contract and for making a corresponding adjustment in contract price, if applicable
- The specific activities the vendor is required to perform for maintenance
- The specific time interval the vendor will perform each maintenance activity (i.e., annually, semi-annually, monthly, etc.; do not use "periodic")
- How the vendor will ensure the agency meets any applicable regulatory requirements or standards for the product, if applicable, and the associated consequences of not meeting these requirements
- Specific vendor reporting requirements for maintenance (e.g., issue, date of service, service performed, etc.)
- The specific agency employee (by name or title) who will receive review and accept, as appropriate, the vendor's reports of maintenance
- The required turnaround restoration time on malfunctioning software and applications systems
- The time of day (including specific days, if appropriate, at which the vendor should do routine maintenance
- Specific actions or penalties required if the software or applications system is out of service for longer than the contract allows
- The circumstances under which the vendor would be required to replace, rather than repair, the software product
- Skill/competency requirements for workers performing the maintenance services, including required licenses or other credentials, if applicable
- Specific requirements for price adjustments (up or down), if any, or specific language citing the price will not change over the life of the contract
- Specifically defined additional charges for services not covered under the routine maintenance
- Specifically defined costs for declining services on software nearing obsolescence
- Specifically defined additional costs not included above
- Consequences for non-compliance with contract terms

[Return to G-Bulletin](#)