

# Contract Kickoff Meeting Agenda Template Instructions

This form was created as a communication tool for contract managers when communicating to all stakeholders prior to initial Contract performance beginning. As a form of introduction to the project for all Agency and Contractor staff, it includes the required contractual information to be covered in the initial meeting between the parties including timeline, quality, delivery, and Contract remedies.

A Kickoff Meeting may be conducted face-to-face, via teleconference, or via webinar. Considerations for type of meeting may include complexity and value of the Contract or associated Contract risks.

**The kickoff meeting should occur within 30 days after Contract approval and prior to the Contractor beginning work.**

**How to use:** The main State personnel managing the procurement should fill out the agenda and distribute it to all attendees prior to the meeting so that those involved may be prepared with questions or clarifications.

All text in [\[brackets and blue font\]](#) is additional guidance, in addition to these instructions, to help in filling out the agenda. It will disappear when you click in the field to add information.

**Attendees:** Provide a listing of attendees inclusive of those who have been involved in planning the project or agency term Contract, those conducting the procurement, the Contractor, the project manager, the agency procurement officers, OSP procurement analysts, end users, agency accounting and receiving staff, and anyone else who is likely to play a role in Contract performance and monitoring Contractor performance.

**NOTE:** When planning a Kickoff Meeting to review the features and requirements of an awarded statewide Contract for commodities and/or services consider the primary end users of the Contract to ensure that appropriate staff from those entities are participants in the meeting.

**Purpose:** Provide a high-level overview of the goals and objectives of the meeting including all headings listed on the agenda. Remember that no changes to the Contract will be made and Contract terms will not be renegotiated!

**Introduction of Key Personnel:** Introduce everyone participating in the meeting and their role as it relates to the project.

The Project Roles and Responsibilities table is to be sent to the Contractor for completion and returned to the Agency prior to the Kickoff Meeting. The Agency will then add their roles and responsibilities to the

table. The completed Project Roles and Responsibilities table will be distributed during the Kickoff Meeting or sent to all appropriate persons after the meeting. Be sure to include contact information and a detailed description of each person's responsibilities. This table is intended to be used by both parties to identify the correct person for any contractual question or required approval.

**NOTE:** The Project Roles and Responsibilities table should be updated as changes are identified and redistributed to all parties throughout the term of the Contract.

**Acceptable Channels of Communication:** Describe how communication will occur and what means are acceptable. For example: a non-compliance letter may be required to be on letterhead and sent via certified mail; scheduling an ad hoc meeting with a small group of people may be done verbally; and communicating about a project issue may be allowed via documented meetings and emails.

**Review of Contract requirements, terms and conditions, goods, and services line by line:** Review the Contract specifications inclusive of line-by-line review of the items in the Contract as appropriate, terms and conditions, goods, services, etc. Discussion of Contract expectations should be provided from both perspectives (the Agency and the Contractor). For example: the Agency states their expectations and the Contractor confirms their understanding; or one party provides questions or comments to explain their understanding of the requirements and the other party concurs.

- **Deliverables:**
  - **Reports, Plans, Safety Data Sheets (SDS), Goods, etc.**
  - **Frequency, Format, Consequences**
  - **Service Level Agreements (SLA)/Performance Measure Status**
  - **Usage Reports**
  - **Administrative Fees**
  
- **Delivery Requirements:** This will vary depending on the Contract and may vary within the Contract if there are multiple locations. The agenda must be specific to the Contract being discussed. Security issues/requirements that may affect the Contractor's performance should be discussed in this section.
  - For goods: Any special delivery situations that could compromise delivery should be addressed (i.e. heavy equipment delivery may require specialized equipment of the Contractor), restrictions relative to the delivery place should be described (i.e. delivery location is on 3<sup>rd</sup> floor of a building with no freight elevator and narrow door openings), etc.
  
  - For services: Work schedule discussion should take place including potential problem areas and possible solutions to facilitate efficient workflow. When appropriate, include discussion about the sequence of work to be performed, including identification from the Contractor of who will be doing what and when.

- **Timeline:** Discussion of the timeline, including decisions and/or obstacles impacting the timeline are to be considered for all Contracts. See additional considerations under “Timeline” within the agenda itself.
- **Quality Assurance Plan:** Discussion of the Quality Assurance Plan (QAP) should include the following:
  - What will be inspected (tasks/goods).
  - When will the inspection(s) occur.
  - What monitoring methods will be used.
  - How performance will be evaluated, assessed and documented.
  - How performance will be accepted (i.e. Discussion should include how delivery, validation and acceptance shall be determined. Any risks that may affect full compliance with the delivery requirements of the Contract should also be discussed along with possible solutions for avoiding the risk(s)).
  - If liquidated damages and/or bonding is a requirement of the Contract, discussion about how they would come into play should also be discussed.
  - Who is responsible for each activity.
  - What are the consequences for poor or non-performance.

**Contract Review Meetings:** Discuss future planned meetings that will be used to monitor the Contract, who will attend, how the meetings will be conducted (i.e. face-to-face, webinar, conference call, etc.), frequency, and the day(s), time, and location of the meetings.

**Contract Remedies:** Discuss the importance of Contract compliance as well as the timely documentation and addressing of Contract compliance and performance issues. Strive for reaching agreement when possible and allowed by the circumstances and Contract terms rather than seeking legal remedies. Explain how communication, documentation, and escalation will occur. Review the templates or other means used to communicate and document complaints, controversies, and poor or non-performance, including notification to Contractor and evidence of cause, as applicable. The high-level process includes:

- **Informal dispute resolution** – Any documented concern including complaints, minor disputes, contract interpretation conflicts, and personality clashes that relate to the Contractor’s poor or non-performance of the contractual requirements.
- **Notice of Default and Request to Cure** – A Notice of Default and Request to Cure is issued if the Contractor fails to resolve the non-compliance, the non-compliance results in a substantive change to the contract requirements, or the agency believes the non-compliance may lead to legal action. The notice informs the Contractor of the specific failure and gives the Contractor an opportunity to cure the defect within a specified timeframe. If the cure period expires, the Contract may be suspended or terminated. The Notice of Default and Request to Cure must be in writing.

- **Escalation Options** – If previously applied remedies do not cure the controversy or non-compliance, the agency may call in the Performance Bond or apply liquidated damages, if included in the Contract. Contract Termination and/or Contractor Suspension and Debarment are additional options available depending on the severity of the controversy or non-compliance.

**Payment:** Another critical piece of Contract review is payment terms and invoice processing requirements that will help to ensure prompt payment. Particular attention to defining the payment procedural requirements is required when the Contractor is paid based on performance and meeting certain benchmarks or milestones. If the Contract calls for Contractor reimbursement for some of the Contractor's costs, an understanding of the amount of substantiation provided by the Contractor in support of the pay request is needed.

## **STATEWIDE CONTRACTS ONLY**

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**Agency Kickoff Meeting (Statewide Only; to be combined with Contractor kickoff for other contracts):** Additional Contract review information specific to each type of contract (i.e. Statewide contracts such as Brand Name, LAMAS or Multi-State contracts) should be discussed. Rules and Regulations for these contracts can be found in LAC 34.V.1709.

- Creation of Document- How to use Contract
  - Description of products and/or services available
  - How to find price (e-quote, vendor website, Master Data Management (MDM), price list, line item, etc.)
  - OSP and Contractor contact information
  - LAPS, cooperative, mandatory, multiple award information, Brand Name
- Terms and Conditions
- Contractor Performance