# REQUIREMENTS QUESTIONNAIRE & CHECKLIST

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## Purpose of this Questionnaire and Checklist

This Requirements Questionnaire and Checklist has been assembled to organize sample questions each program should ask when developing its formal requirements documentation for a commercial off the shelf (COTS) software project. This checklist can be used for a new requirement or a requirement to increase the quantity or scope of software already in use. This is not an exhaustive list but a broad sampling of the types of questions that should be considered before and during market research and solution analysis.

## 1. REQUIRING ORGANIZATION CURRENT ENVIRONMENT

| Category | Factor | Question(s) to Ask | Rationale / Guidance | Who Needs to Answer |
|---|---|---|---|---|
| **Requiring Organization Current Environment** | **License Quantity** | How many software licenses are required to meet your anticipated objectives?<br><br>If you have licenses currently, how many can be used for this requirement?<br><br>What license type does your organization currently license? (example named user, concurrent, processor/core etc.)<br><br>Is that amount sufficient or are more licenses needed?<br><br>Is the software being utilized to its fullest capacity? Why or why not? | You will need to understand how many of the licenses are needed and currently utilized or licensed by the organization.<br><br>Often, purchasing additional licenses creates an opportunity for your organization to repair past issues with the license terms and conditions (T&C's) and maintenance and license model type. Consider aligning the start and end dates of multiple maintenance agreements (also known as co-terming) so that your older licenses and your new licenses are aligned for better management. This can be more easily achieved if you are considering an additional quantity of licenses. | End Users |
| **Requiring Organization Current Environment** | **License Quantity** | Are all current maintenance fees paid up to date on your existing licenses? | In order to migrate existing licenses into a new agreement, the Publisher usually requires their maintenance fees to be current. If the potential new deal is large or an Enterprise License Agreement (ELA), you can use that as leverage to reinstate the existing license's maintenance at a potentially lower cost or even waive retroactive maintenance costs. | End User |

| Category | Factor | Question(s) to Ask | Rationale / Guidance | Who Needs to Answer |
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| Requiring Organization Current Environment | License Quantity | Are there licenses that have been purchased but are currently not being utilized? If yes, why aren't they being used?<br><br>Is the maintenance current on these licenses so that they can be used rather than deemed invalid by the Publisher?<br><br>Do these licenses have transferability rights? | If all of the current licenses are not being utilized in your organization, are your requirements valid?<br><br>If the unused licenses do not have transferability rights, this is the time to negotiate the transferability rights for the existing licenses and migrate the licenses into the new agreement. This will reduce the number of new licenses required. | End User, Contracting Officer |
| Requiring Organization Current Environment | Maintenance Terms & Conditions | Please provide the details of your current maintenance agreements. Be sure to include the type of maintenance and the percentage paid for maintenance.<br><br>Has there been escalation of the maintenance each year? If yes, what is the increase? | You will need to determine if the maintenance services provided on the current agreements will meet the new requirement.<br><br>This information will enable the migration of the current maintenance into the new agreement, especially if it is an ELA. It will also enable you to work toward 0% escalation for the length of the new agreement. | End User, Contracting Officer, Technical Team Member |

| Category | Factor | Question(s) to Ask | Rationale / Guidance | Who Needs to Answer |
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| Requiring Organization Current Environment | Licenses Terms & Conditions | What contracts were used to acquire the existing licenses? Have you reviewed the terms and conditions of those contracts? For eventual use in calculating savings or cost avoidance, you should try to document what prices were paid and what was the licensing metric. | Reviewing the terms and conditions of the current licenses will identify potential issues that should be resolved with the leverage of the new acquisition and should be used as a negotiating point. This will also verify if the current licenses are being used in compliance with the contract. Consider co-terming the existing licenses with the new agreement and updating the T&Cs. | Contracting Officer, End User Organization, and License Expert |
| Requiring Organization Current Environment | Licenses Terms & Conditions | If the licenses were acquired by a contractor or third party in support of the Government, have you reviewed the contract to ensure the Government has license rights? | Typically, the Publisher will only recognize the Licensee when resolving issues. If the Licensee is not the Government, review the T&Cs of the agreement to determine if the Government had authorized the contractor to become the Licensee. If not, then the contractor needs to resolve the issue with the Publisher by converting the Government to be the Licensee in the agreement. If the Government authorized the contractor to be the Licensee, consider adding virtual de-install language in your new agreement so that you will not have to de-install the current licenses but rather transfer the unique license product number to the new Government agreement (see Advisory Note on this topic at http://www.esi.mil/contentview.aspx?id=728). NOTE: This could also affect the quantity requirement referenced above. | Contracting Officer, End User, License Expert |

| Category | Factor | Question(s) to Ask | Rationale / Guidance | Who Needs to Answer |
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| Requiring Organization Current Environment | End User License Agreement / EULA | Have you reviewed the EULA to ensure it is a Government EULA? | If the EULA currently in effect does not meet the best practices as identified by the DoD ESI Master License Agreement or is a commercial EULA, consider co-terming the current agreement with the new one OR revising all EULAs to meet the Government's best practices. | Contracting Officer, License Expert |
| Requiring Organization Current Environment | Terms & Conditions and EULA | What type of license model(s) is authorized under current license agreements? | Do the current license models meet the new requirements? Is the organization correctly using the license model? Now is the time to correct the current license model if it does not meet the current requirements.

NOTE: This could impact the quantity of licenses required. | Contracting Officer, End User, License Expert |
| Requiring Organization Current Environment | Terms & Conditions and EULA | What are the permitted uses? | This question is used to determine if the current contractual permitted uses fit with the new requirements, especially if you are co-terming the licenses into the new requirement. This would include expanding to an Enterprise License Agreement (ELA) if necessary. | Contracting Officer, End User, License Expert |
| Requiring Organization Current Environment | Terms & Conditions and EULA | What are the restrictions? | This question helps to determine if there are restrictions that would impact the new requirements of the organization. You should co-term with new requirements and be sure to remove any restrictions that could impact the current environment. | Contracting Officer, End User, License Expert |

| Category | Factor | Question(s) to Ask | Rationale / Guidance | Who Needs to Answer |
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| Requiring Organization Current Environment | Terms & Conditions and EULA | Do any of the current licenses remain authorized and effective only if an option is exercised? | Option plans could impact the co-terming of the licenses. Consider negotiating the upgrade of the EULA and T&Cs on these agreements to be more in line with the current requirement. Also, consider co-terming the licenses from these agreements as they end. Look for restrictions associated with not exercising an option. | Contracting Officer, Legal, and License Expert |
| Requiring Organization Current Environment | Terms & Conditions and EULA | If yes, are there restrictions on the options, such as substitution clauses, cited in the contract? | A substitution clause carries with it restrictions on not exercising an option. If you have this language in your agreement there may be a lease arrangement between your Reseller and Publisher. This language requires legal review and could restrict the co-terming of this agreement into your new requirement until the options are complete. Consider re-negotiating the current EULA and T&Cs to meet the new requirement or negotiating a license model change if the current model does not fit into your new requirement. | Contracting Officer, Legal, and License Expert |
| Requiring Organization Current Environment | Terms & Conditions and EULA | What are the end dates of the contracts? | Knowing the end dates of the current contract is important when considering the possibility of co-terming licenses into the new acquisition. The licenses may have to migrate into the new agreement over time, which would affect the structure of your agreement's terms and conditions. | Contracting Officer |
| Requiring Organization Current Environment | Technical | If your software is managed by a data center, where do the servers reside that manage your current software?<br><br>Who is currently managing the servers? | This will assist you in understanding the current technical environment that hosts your software and whether it will be adequate for your anticipated requirements. | End User, Technical Team |

| Category | Factor | Question(s) to Ask | Rationale / Guidance | Who Needs to Answer |
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| Requiring Organization Current Environment | Technical | Do you have a current Memorandum Of Agreement (MOA) or MOAs with the organization that manages your servers? | Include this question if the software is currently hosted on servers that are managed by a different organization. Review the MOA to determine what is working and what is not working in anticipation of a new or revised MOA for the new agreement. | End User, Technical Team |
| Requiring Organization Current Environment | Technical | Have the servers where the current software resides been virtualized? If so did the end user know and purchase the licenses to meet the additional license requirements of virtualization? | This could affect the quantity of new licenses required. This also could uncover a potential compliance issue that should be resolved with the new acquisition. | End User, Contracting, Technical Team |
| Requiring Organization Current Environment | Technical | How often do you back-up the servers? Do you also have a COOP site where the software resides? | This question identifies the terms and conditions that are required for the current licenses if they are migrating into the new agreement to ensure the current license allows for back-up recovery and COOP sites. Confirm that the technical organizations that manage the servers are in compliance. | End User, Contracting, Technical Team |
| Requiring Organization Current Environment | Technical | Does the organization have an IT Asset Management (ITAM) process in place? | If an ITAM process exists, it is a good source to utilize to get details on the current software environment. | End User, Technical Team |

## 2. REQUIRING ORGANIZATION NEW ACQUISITION REQUIREMENTS

| Category | Factor | Question(s) to Ask | Rationale / Guidance | Who Needs to Answer |
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| New Acquisition Requirements | License Quantity | Is your organization growing or downsizing over the next x years? | This question will assist the requiring organization in determining the right license quantity, license model type and length of agreement. | End Users |
| New Acquisition Requirements | License Quantity | Has your organization been on a BRAC list in the past? If so how many times? Was your organization on the last BRAC list? | There is always a concern if an organization has been on a BRAC list as they can be considered the next time a BRAC is announced. This could affect the quantity of licenses. Be sure to secure transferability rights, minimize or eliminate restrictions on site locations and even organizations names. | End User Organization |
| New Acquisition Requirements | Software Technical | Do you have interface requirements to other systems?  Identify those systems and the details that are required to have a successful interface. NOTE: This may require additional questions for the system owners of the required interface systems. | This topic could be a potential compatibility issue and as a result it will impact the market research, Request for Quote (RFQ), terms and conditions, warranty and even MOAs. | End User, Technical POCs from the Identified Interface Systems |

| New Acquisition Requirements | License Quantity and Model Type | Will the software reside on servers? If yes, answer the following: What size are the servers (Processors, Cores)? Are there plans to have these servers replaced in the future? If so do you know the technical requirements of the new proposed servers? | This answer would affect the market research. This question will determine the quantity and type of licenses required. | End User, Contracting Officer, License Expert |
|---|---|---|---|---|
| New Acquisition Requirements | Software Technical and license Quantity | Are you now or in the future virtualizing the servers? If yes, obtain the details. Where will the servers reside? Who will manage the servers? Will your organization have an MOA with the server managing organization? | Obtain the details on the terms and conditions to allow for virtualized software. Conduct market research to determine how the potential software companies handle virtualization and whether or not they have software models that are server based. This process will also assist in determining what type of licenses you need and if an ELA would be the best model, as an example. | Contracting Officer, End User, Technical |
| New Acquisition Requirements | Software Technical and License Quantity | How many devices and/or users will require access to the new system? | There are several ways end users are counted in software licensing. The license can be device based, user based and server/processor based, or a combination. Getting this question answered adequately will support the market research questions and the license models required. | End User, Technical |
| New Acquisition Requirements | License Quantity and Model Type | What does your organization need to do with the software? Who will be using the software? Do you need to go from testing to full-use licenses? | These questions will help determine the terms and conditions for the permitted uses. It will also help to determine the quantity and model type of licenses required. | End User |

| New Acquisition Requirements | License Grant | Identify in detail what you need the software to accomplish. What is the business process? Ask for a diagram so you understand the process and required modules. | This question will determine the list of the required software and associated business processes. This will help build the RFQ/P and assist in market research. This will help define the license grant section of the software license agreement. | End User |
|---|---|---|---|---|
| New Acquisition Requirements | License Quantity and Model Type | Who are the authorized users? Who can access your system? Where do they reside? Are they within your organization or another organization? | Best practices should allow the authorized users definition to be broad and cover whomever the organizations expect to use the software. Most software Publishers will push back on this and have you name your users, their titles, organization names, etc. This is where the requirement gathering has to be extensive to ensure that you have every organization and user type identified. Make sure you check with each organization within the requirements domain. This may also impact the type of software license you require such as named user vs. processor/core licenses. | End User |
| New Acquisition Requirements | License Quantity and Model Type | When users access the system, are they doing any queries? Have the users given you examples? | This will impact what type of license you need, permitted use, and authorized users. | End User |
| New Acquisition Requirements | License Duration and Type of License | How long does your organization need to use the software? | This is the duration required for the software. For example, if the organization states they only need the software for a year, then a subscription model may be adequate. | End User |
| New Acquisition Requirements | License geographic location | Where will the software be used? | The default should be worldwide. You want to make sure the software can be deployed anywhere in the world with no restrictions. During market research, ensure there are no restrictions on the software being used worldwide. | End User |

| New Acquisition Requirements | License Languages | What languages do you need for software? | This will be relevant for the RFQ, Terms and Conditions and Market Research. If the organization has foreign nationals supporting them, they may need the software to have the option of a different language. | End User |
|---|---|---|---|---|
| New Acquisition Requirements | License Physical Copies (RONAR) | Do you need the ability to make copies of the software? | If yes, then make sure the EULA does not have restrictions on the number of copies that can be made. | End User |
| New Acquisition Requirements | Derivative Works Rights | Does your organization have a requirement to develop software interfaces or enhancements to the software? | Be sure to document this as it will help address ownership of derivative works rights in the RFQ/P and ultimately the contract. | End User |
| New Acquisition Requirements | License Maintenance | What type of maintenance is required to support your requirement? | This topic will help with market research and will possibly narrow down the number software companies that can support the organizations maintenance requirement. This will also impact the RFQ and terms and conditions. | End User |
| New Acquisition Requirements | License Warranty | Is the system mission critical? Are integration or implementation services required for the software to operate in accordance with your requirements? | Determine if the Publisher's standard warranty is sufficient or if the Government will need an extended warranty. | End User, Technical |
| New Acquisition Requirements | License Maintenance | How many technical POCs will be managing and updating the software? | This will determine how many technical POCs you need to ask for in the RFQ. Be sure to include the backups. | End User, Technical |
| New Acquisition Requirements | License ITAM | Does the organization have a requirement to use an ITAM process for this new acquisition? | The ITAM process will impact the market research and acquisition development. | End User, Technical |

### 3. MARKET RESEARCH (MR)

| Category | Factor | Question(s) to Ask | Rationale / Guidance | Who Needs to Answer |
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| Market Research | Software Publisher | What are the fiscal year and quarter end dates for the software Publisher being considered? | Software Publishers are more aggressive with pricing when it is a quarter or year-end requirement. | Publishers, Internet Research, and ESI License Experts |
| Market Research | Software Publisher | What type of license models does the Publisher support or authorize? | Once you know your requirement, determine which software companies offer the type of software license models that you have identified. | Publishers, Internet Research, and ESI License Experts |
| Market Research | Software Publisher and Reseller | What is the financial stability of the Publisher and Reseller?  Has this company allowed source code to be escrowed under similar circumstances in the past? | Need a statement for the financial stability of company.  It is important in the acquisition process to document whether or not you need to include software Source Code Escrow in the RFQ. | Contracting Officer, IT Focused Research and Advisory Services firms, Internet Research, and ESI License Experts |
| Market Research | Software Publisher and Reseller | Who are the current Federal and DoD customers of the Reseller and Publisher? | You want to know who else in the Government has used this software or worked with this vendor.  This will help you understand whether or not the vendor is familiar with working with the Federal Government. In addition, consider reaching out to these organizations to gain an understanding of what worked and what did not work with their agreements. | Publisher, Reseller, Internet Research, and ESI License Experts |

| Category | Factor | Question(s) to Ask | Rationale / Guidance | Who Needs to Answer |
|---|---|---|---|---|
| **Market Research** | **Software Publisher and Reseller** | Are there examples of similar sized transactions (include the details of the transaction)? | Asking this question will help you ascertain whether or not the Software Publisher and Reseller can support your requirement. Contact the organizations so that you can determine what the strengths and weaknesses are of working with this vendor (i.e. what worked and didn't work). | Publisher, Reseller, Internet Research, ESI License Experts, and other organizations that have purchased licenses from this Publisher or Reseller |
| **Market Research** | **Software Publisher and Reseller** | Are there any known issues with the Publisher, its reputation, its product performance, or other related concerns?<br><br>Are there any known issues with Resellers, its reputation, its product performance, or other related concerns? | This will help determine risk. | Publisher, Reseller, Internet Research, ESI License Experts, and other organizations that have purchased licenses from this Publisher or Reseller |
| **Market Research** | **Software Publisher and Reseller Warranty** | Does the Publisher only distribute their products through third parties such as Resellers? | This will help determine how to structure the agreement to ensure the Publisher honors what the Reseller is bidding on, such as warranty, maintenance, license model type, etc. | Internet Research, and ESI License Experts |

| Category | Factor | Question(s) to Ask | Rationale / Guidance | Who Needs to Answer |
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| **Market Research** | **Software Publisher Maintenance** | What type of maintenance does the Publisher authorize? Get the details of each plan that is available. | Obtain the maintenance material to determine if the Publisher offers maintenance that is consistent with the end users requirement.  There could be an additional cost for the maintenance if they do not offer this type commercially. | Internet Research, ESI License Experts, and Software Publisher |
| **Market Research** | **Software Publisher Maintenance** | How does the Publisher authorize level three support, when required? | Typically, a reseller can provide level 1 and 2 support where access to the source code is not necessary to fix a problem. The structure of your agreement should ensure the Publisher honors the method of service the Reseller is promising when it comes to maintenance support at the critical 3rd level. | Internet Research, ESI License Experts, and Software Publisher |
| **Market Research** | **Software Publisher Maintenance** | How often does the Publisher upgrade their product? Are upgrades included in the maintenance support? | These questions are important to ask to help determine the requirement for upgrades, and the price of the maintenance to support the upgrades.  If the Publisher does not offer upgrades with their maintenance, determine the potential cost to upgrade.  Be sure to include the requirements to upgrade the software in the RFQ/P. | Internet Research, ESI License Experts, and Software Publisher |
| **Market Research** | **Software Publisher Technical & Other Software Required** | Is there other software required from different Publishers to ensure the required software works as designed (i.e. a database)? If so, get all the details. | This will expose risk and potential additional costs. | Internet Research, ESI License Experts, and Software Publisher |

| Category | Factor | Question(s) to Ask | Rationale / Guidance | Who Needs to Answer |
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| **Market Research** | **Software EULAs** | Obtain a copy of software Publisher's current Government EULA. | This will expose risk and if the Publisher is willing to work with the Government's EULA. Offer the Government's EULA for comment during the exploration phase. | Internet Research, ESI License Experts, and Software Publisher |
| **Market Research** | **Software Third Party and Open Source** | Does the software Publisher's product(s) include third party and open source software in their standard product(s)? Does the software Publisher ensure that the software (including third party and open source software) will meet your requirements with no additional cost to the Government? | This will expose risk and potential additional cost. | Publisher |
| **Market Research** | **Software Virtualized** | What is the software Publisher's licensing policy for virtualization? If so, what are the license requirements for virtualized servers? | This will expose license requirements that will affect the quantity required. | Internet Research, ESI License Experts, and Software Publisher |
| **Market Research** | **Software License Models** | What license models are offered? | This will expose the different license models this Publisher has available. For example, if your requirement has determined that you need a perpetual license model but the software Publisher only offers subscription, this software Publisher may not fit with your requirement. | Internet Research, ESI License Experts, and Software Publisher |

| Category | Factor | Question(s) to Ask | Rationale / Guidance | Who Needs to Answer |
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| Market Research | Software Terms and Conditions | What are the restrictions or terms and conditions around the license models offered? | This question will expose risk when compared to the Government's requirement. Determine if these restrictions can be overcome by terms and conditions. | Internet Research, ESI License Experts, and Software Publisher |
| Market Research | Software Escrow | Is the software from a foreign country or an emerging new software company? | This question will help determine if software escrow is needed. | Internet Research, ESI License Experts, and Software Publisher |
| Market Research | Software Maintenance | Where is the phone support team located? In what time zone are they available to answer calls? Does the software Publisher offer individuals with the appropriate level of security clearance on their help desk for support at level 3? | Be sure to identify the geographic location where support personnel are located and the time zone they are available to offer live phone support. Sometimes, support is offered during a time zone that is not required by the Government users. Security clearance may be required for the personnel who have access to your system. | Internet Research, ESI License Experts, and Software Publisher |
| Market Research | Software License Cost | What price have other organizations paid for a License with similar requirements and size? | Getting an answer to this question will help you understand the fair price for the software. | Internet Research, and ESI License Experts |
| Market Research | Software Maintenance Cost | What price and percentage of net license fees have other organizations paid for maintenance on a license with similar requirements and of a comparable size? | This question will help determine what should be paid for the maintenance. | Internet Research, and ESI License Experts |