Scope of Work Guidelines

Purpose
The contract scope of work may optionally appear in an invitation for bids solicitations, but it is required for RFP based solicitations. It consists of a highly tailored series of carefully worded statements that answer the following questions:

- What is to be done?
- What are the deliverables?
- Who is going to do it?
- When is it going to be done?
- How will it be done?
- How can you tell when it is done?
- How much will it cost? (From contractor’s proposal)

Duties and Responsibilities
The purpose of this contract paragraph is to define the duties and responsibilities of both the governmental entity awarding the contract and the contractor. Since the detailed contract scope is built around the availability of in-house resources, it follows that the in-house resources must be defined as part of the scope of work. These resources should be clearly defined in the duties and responsibilities section of the contract along with incidental support (e.g. telephone, computer equipment, copy equipment, office space, etc.).

Do not forget to include and clearly define the responsibility and authority of the Agency employees that are charged with the administration of the contract or management of the project or both. For large and complex contracts it is not uncommon to divide the duties between several individuals – project, contract and acceptance.

Time Frame
Some contacts are unsuccessful not because the contractors fail to meet their objectives, but because they fail to do so in a timely manner, or within the agreed upon deadlines. Time schedules in any contract are as important as deliverables or payments.

Always clearly specify contractor submission requirements. The number of calendar or work days from the date of contract execution, contract effective date is often used. This technique prevents errors and misunderstandings. For example: “Contractor agrees to deliver the Final Project Plan to the Project Manager for approval within ten (10) calendar days from contract execution”. Of course, what constitutes an acceptable final project plan is defined in the definition section of the contract. After acceptance of the project plan, the contractor is bound to the tasks and time frames documented in its plan. This technique is by far the best way to handle this often difficult contract administration necessity.

Examples of time frames are:
- Within thirty calendar days after contract execution
- Within five working days after the end of every month
- Ten days after receipt of Agency recommendations
- Specific date
• Completed within one year from receipt of authorization

Tasks
Tasks are the activities and milestones that need to be completed to accomplish the contract objectives. Tasks are the narrative description of the spectrum of services to be rendered or work to be performed. Tasks can be structured by milestones, deliverables, or process. Clear definition of the tasks is a must in order to reduce scope creep. Following are some specific guidelines and examples:

• Define the range of contractor activities, beginning the following tasks with the phrase “All work required to”.

1. Design, sample, and test
2. Develop, manufacture, and field test
3. Test and evaluate
4. Collect and analyze

• Define all detailed requirements that are required in the delivered product or service.
• Categorize requirements (reporting, documentation, survey, design, etc).

1. The survey shall include a minimum of 10,000 households.
2. Analysis shall be made to determine the statistical relationship between____.
3. The equipment shall operate in the temperature range of -20 to + 60 degrees centigrade.
4. Use an appropriate industry recognized formatting system if one is available.
5. Define the major tasks in such a way that the sequence allows for progress measurement and easily measured task costs.

Deliverables
Deliverables are the “outputs” or the “end products” of the contract and are evidence of a contractor’s performance in meeting the contract requirements. Most deliverables take the form of a tangible product (hardware, software, data, written report, completed installation, etc.), but some can also be less tangible (meeting facilitator or custodial services).

Deliverables should always be defined in the contract or in a separate mutually agreed document incorporated by reference in the contract. Since the definition of the deliverables is the primary yardstick for contractor performance, all other contractual protections rely upon this definition.

Deliverables should be:
• Specific
• Have clear instructions regarding their submission
• Clearly define the manner and standards by which the Agency will determine whether they are acceptable

Writing Tips:
The following writing tips should help you produce high-quality documents that are clear and unambiguous:
Choose one term to define the contractor’s obligations and use it consistently thereafter (e.g., “Contractor agrees………”).
• Use short sentence length.
• Use active voice, task oriented statements.
• Limit the length of a statement to three sentences or less.
• Avoid abbreviations, acronyms and words that have special meaning as much as possible, or define them in the definitions section of the contract, and then be consistent thereafter.
• Avoid using “any”, “either”, “and/or” and “never”.

The following are some examples:
• Contractor agrees to perform work in accordance with a project plan approved by the Project Manager. The project plan shall include …………………………..
• Contractor agrees to deliver within ten (10) calendar days from the date of execution of this Agreement a …………………….