

STATEMENT OF WORK TUTORIAL

Overview. The purpose of this tutorial is to provide guidance on how to write a statement of work (SOW) for service-type contracts. It will discuss several key elements that should be contained in the SOW and address some of the important things to consider when writing a SOW. A well-written SOW can prevent disagreement, misunderstanding, and eventual disputes between the government and the contractor as to the expectations of the work to be performed.

Definition. A **statement of work** is a document that accurately describes a service requirement in terms of output requirements and the required quality level or standard of acceptable performance of outputs. Basically the SOW tells “what” needs to be accomplished, not “how” to do the work.

Purpose. The SOW serves as a guideline of the agreements on performance between a purchasing organization and a seller of goods and/or services. It is usually an attachment to a contract or a memorandum of understanding between two organizations. As a component of the contract, it is often used to settle disputes over what work should or should not be included in a project. It establishes expectations for a variety of issues in the contract relationship.

Elements of a SOW. Although there is no hard and fast rule about what a SOW should look like, the following elements should be considered when writing a SOW. The SOW can be tailored to the specific requirement.

- a. **Scope of work:** Describe the work being provided, including any work plan, required deliverables, milestones, performance standards, and due dates.
- b. **Period of performance:** List the start and end date for the entire project. Discuss anything else relating to scheduling.
- c. **Physical location:** Describe where the work will be performed. For example: The place of performance for this contract will be Building _____, XYZ Air Force Base. You can be more specific if required.
- d. **Supplies and equipment:** List the supplies and equipment that will be used. If the government will be providing any equipment to the contractor, list it here.
- e. **Payment rate:** State the dollar amount computed by job, month, day or hour.
- f. **Acceptance Criteria.** Describe how the buyer or receiver of goods will determine if the product or service is acceptable, i.e., what criteria will be used to state the work is acceptable.
- g. **Total not to exceed:** State the total dollar amount that the award cannot exceed.

- h. **Special Requirements.** This specifies any special hardware or software, specialized workforce requirements, such as degrees or certifications for personnel, travel requirements, and anything else not covered in the contract.

Tips for preparing a good SOW. Now that we have an understanding of the elements that should be included in the SOW, let's discuss some tips that will help you write an effective SOW.

- a. Try to use plain and simple language in writing your SOW, and avoid jargon, vague terms and rambling sentences. While there is a natural tendency to want to cover all possible contingencies in a SOW and to establish the basis for an ironclad, no-risk, enforceable contract, this often leads to excessive "legalese" creating confusion, misunderstandings and contradictions. Ask yourself: "What would a reasonable person looking at this conclude?"
- b. There is huge potential within a SOW for overlap, duplication, and/or contradiction with the Terms and Conditions (GP's) of the resulting contract. Remember – the contents of the SOW are variable to define the requirement(s) at hand vs. the GP's that contain the standard terms and conditions of the contract. You should review the SOW against the GP's and if an item is covered in the GP's do not include it in the SOW.
- c. Use generic (non-proprietary) terminology and references in describing your requirements. This allows for greater competition and it also minimizes the risk of a bid challenge or allegation that the requirements were slanted to a particular vendor.
- d. The words "will" and "shall" have specific, legal meanings within a SOW. The word "shall" is always used to convey a binding provision on the Contractor (i.e. "The Contractor shall supply ,..."). The word "will" is always used to convey a declaration of future action by the Buyer/Government, (i.e. "The Government will provide the Contractor with,..."). Be careful how those words are used in the SOW.
- e. Remember to spell out acronyms and provide definitions for any technical or unique terms used within your SOW.

In summary, try to do your best in conveying to the vendors what the requirement is and what it will take on their part to complete the work to the government's satisfaction. If you are ever in doubt about whether to include something or not, check with your legal office for advice.

AFNAFPO Policy, Procedures & Training Center
Email: AFSVAIBPSHelpdesk@agency.afsv.af.mil