



STATE OF UTAH - DEPARTMENT OF GOVERNMENT OPERATIONS
Division of Purchasing & General Services
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SCOPE OF WORK GUIDE

Purpose and Rules for Clear Writing

The purpose of a Scope of Work is to clearly define what the public entity needs, wants, and requires.

A solicitation scope of work can also be called a statement of work. When creating a solicitation statement of work, you should never copy and paste from an old solicitation or contract. Industries regularly change so it is important to research the market to learn what is available. To encourage proposals, a solicitation often uses flexible terms like “vendor may” or “vendor should be able.”

Once a vendor is awarded, it is important to review their response. You should determine what in that response is important to include in the contract scope of work. For instance, if the awarded vendor provided timelines, including these in the contract scope of work is vital for contract management.

A Contract Scope of Work, usually the contract’s Attachment B, outlines what both parties agree to do and serves as specifications and instructions to the contractor. It must clearly, concisely, and completely define the obligations of both parties: the contractor and the public entity. All flexible solicitation language must be removed, and all references to “the vendor” must be replaced with “the contractor.” Ultimately, the Contract Scope of Work must be detailed enough so that someone unfamiliar with the situation can clearly see everything that is (or is not) included in the contract.

- **Be specific:** You should avoid vague references such as "prepared to our satisfaction" or "in a timely manner." Provide an accurate and detailed description of the essential and technical requirements the contractor must meet.
- **Avoid ambiguity (unclear writing):** This means the language should not be confusing or have more than one possible meaning. Everyone who reads the contract should understand the contract exactly the same way.
- **Avoid redundancy (unnecessary repeating):** You should not repeat the same rules or information over and over. By repeating yourself, you run the risk of stating the information differently, which can cause ambiguity that can be argued in court. Say it clearly one time so the document stays easy to read.

Costs and Payment Terms

To assist in contract management, it is highly recommended that cost and payment terms be in an attachment separate from the scope of work. The Utah Division of Purchasing usually uses Attachment C: Cost.

If you choose to include the cost and pricing in the scope of work, it must include a breakdown of costs and an outline of the payment terms and details. You should divide the contractor services into billable tasks or units, such as a list of hourly rates or a price list for equipment and supplies. These billable tasks might have specific dollar amounts associated with them, which will be paid upon completion of each task.

The Requirements Checklist

To assist public entities in organizing their thoughts, the State of Utah Division of Purchasing provides a Scope of Work Template on their [forms webpage](#) under the solicitation forms tab. This template provides a structured way to write a scope of work that helps the public entity clearly state its needs and helps vendors easily read and understand what is required. A complete scope of work might include details answering the following:

- **Who:** Define who will do the services (contractor), who receives them (public entity), what the public entity must do, who schedules services, and who are the key contacts for the contractor and the public entity.
- **What & Why:** Detail exactly what services are provided, what is not included, the limitations of the services, and why they are being provided.
- **When & Where:** Specify when, how often, and where the services will take place.
- **How:** Explain the methodology, the exact procedures to follow, and the quantity of things the contractor is to do.
- **Risk:** Address insurance or bonding requirements that are not already addressed in the terms and conditions. Consider outlining safety and liability issues.
- **Acceptance Criteria:** Clearly define how the public entity will test or measure whether a deliverable is officially complete and ready for payment.
- **Data Security:** Outline rules for handling state data, cybersecurity, and privacy protections.
- **Change Management:** Outline the process for addressing problems and problem resolution.