**STATEMENT OF WORK (SOW)**

**as of dd/mmm/yyyy**

*The SOW must have an “as of” date. When SOWs are revised for modifications (after award) each revised SOW will have a new “as of” date.*

***REMEMBER to delete all italicized text, contained within parentheses herein when completing your SOW.***

*It is shown here for instructional purposes only and must not remain part of the final document. Requestor fills out red text and Contracting Officer fills out blue text.*

|  |  |
| --- | --- |
| **Contract Number:** | *(completed by the CO at time of award)* |
| **Task Order Number:** | *(completed by the CO at time of award if a TO)* |
| **IFCAP Tracking Number:** | *(completed by the requestor. This is the 2237 Number)* |
| **Follow-on to Contract and Task Order Number:** | *(If this is a follow-on order to a previous contract or TO, insert the contract number or the TO number to which it is a follow-on. If this is not for a follow-on, state “Not Applicable”)* |

**Contracting Officer’s Representative (COR).** *Identify the individuals who will act as the COR. COR responsibilities are explained in VA IL xxx dated xxx.*

|  |  |
| --- | --- |
| Name: |  |
| Section: |  |
| Address: | *(COR's physical mailing address –* ***MUST INCLUSE ZIP + FOUR****)* |
| Phone Number: |  |
| Fax Number: |  |
| E-Mail Address: | *(****MANDATORY*** *– Contracting uses electronic commerce to process pre-and post-award actions)* |

**1. Address and Contact Information.** *Provide vendors complete address and contact information*

**2. Contract Title.** *Provide a short, descriptive title of the work to be performed*

**3. Background.**

*Reasons why this effort is required. Describe any parallel efforts to current contracts or any prior contracts, procurements, task orders, other agency activities and/or industry efforts. State if the requested work relates to work already accomplished or ongoing through other vehicles Why is this contract required? Driven by policy, change in process, improvement or re-direction of mission? Do not discuss any work tasks here.*

**4. Scope.**

*Identify here a statement about the general scale of work this contract covers. The size and breadth of the contract is its scope. Is the work to be performed across your building or across the VISN? If there are multiple objectives or directions of the work introduce that here and go on to identify specific tasks in Paragraph 5.*

**5. Specific Tasks.**

*The SOW explains to the contractor exactly what we want done. It binds the contractor to perform in accordance with our requirements. Failure to fully articulate this leaves compliance up to the contractor and gives us very little remedy to correct it after the fact. Leave nothing to the imagination. Don’t assume the contractor will know or do anything. Spell it out. Also, the SOW is the definition of work bided on during competition. Failing to get it right will result in proposals all over the place complicating source selection.*

*In Paragraph 5 provide a narrative of the specific tasks that make up the SOW. Number the tasks sequentially, e.g., Task 1 - Title of Task and description, Task 2 - Title of Task and description, etc. Describe in clear terms, using active language, what work will be performed. The requirement must be defined sufficiently for the contractor to submit a realistic proposal and for the Government to negotiate a meaningful price or estimated cost. SOWs must be “outcome-based,” i.e., they must include the development and delivery of actual products or work events (e.g., assessment report, empty garbage can, pour foundation, etc.). The services acquired must not fall into the category of ”personal services.” Personal services are those contracted efforts that, by express terms, or as administered, make contractor personnel appear, in effect, as Government employees. See FAR Part 37.104 for a detailed discussion of personal services.*

*Contracting Regulations do not allow unfunded tasks unless the requirement is subject to availability of funds (SAF) or is going to be incrementally funded)****.*** *Tasks that cannot be pursued either because funding is not currently available or because a decision point will precede initiation of a task must not be included*

**5.1 Task 1 - Enterprise Management Controls.** *(Example)*

5.1.1 Subtask 1 - Integration Management Control Planning. Provide the technical and functional activities at the required level for integration of all tasks specified within this SOW. Include productivity and management methods such as quality assurance, progress/status reporting and program reviews. Provide the centralized administrative, clerical, documentation and related functions.

5.1.2 Subtask 2 - Contract Management. Prepare a Contract Management Plan describing the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule requirements throughout Contract execution. Provide a monthly status report monitoring the quality assurance, progress/status reporting and program reviews applied to this contract.

**Deliverables: Contract Management Plan** *(Again, example. You may not have deliverables)*

**Monthly Status Report**

# 5.2 Task 2. *(Description)*

5.2.1 Subtask 1. *(Description)*

5.2.2 Subtask 2. *(Description)*

**Deliverables:** (List the deliverables associated with each task.)

**6. Performance Monitoring**

## *The Government is required to monitor contractor performance and certify the work was done in accordance with the contract. This monitoring is done by the COR. This section details how the COR will do that. How will the COR assure contractor quality? Routine inspections, product sampling, inspection by third party? It is important that we do measure performance and it is a good thing to tell the contractor how we will be doing that and if they need to provide support in order to do this.*

## 7. Security Requirements

## *There are mandatory clauses we will add once a contract is identified to be security sensitive, such as when a contractor has access to patient records, data or VA computer systems but it is important to include what the access or vulnerability is in this SOW. This clearly identifies to the potential contractor (and our Information Security Officer ISO) what the specific vulnerabilities are. This is important because the clauses are very general in nature. Even a simple custodial service will have to deal with security because contract employees may require unescorted access to facilities. If you have any questions about if security requirements should be set forth in the SOW talk to your ISO or Physical Security Manager.*

*VA Form 2280. If the work involves access you will have to fill out a VA Form 2280. This document is submitted by you and certified by your ISO. It has to be complete and signed by the ISO and submitted with your request package. The VA 2280 describes what limitation and special requirements exist, such as identification cards, escorts, or background checks. The COR should identify which tasks in the SOW involve security limitations identified in the 2280.* ***REMINDER*****-** *the 2237 and SOW must be free of any patient information or personal protected or proprietary data such as spec sheets.*

**8. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI).**

*Identify any GFE and/or GFI, and any limitations that will be provided to the contractor. For GFE, provide serial numbers and all identifying information. (Note: If GFE is a sizable list, indicate for example, “50 PC Pentium IVs,” and state that serial numbers will be provided at contract award, along with location and delivery method.) For GFI, list by document number and title, date, etc. Include standards, specifications, and other reference material required to perform the contract. Include any facilities the Government may need to provide to contractor personnel for project performance )*

**9. Other Pertinent Information or Special Considerations.**

*Include any special considerations or unique requirements necessary to accomplish the contract (e.g., “specialized experience with Phillips Patient Monitors”) and/or any additional information that will be helpful in determining reasonable approaches and cost estimates for the contract. As appropriate, this section needs to contain:*

 a. Identification of Possible Follow-on Work.

 *Any additional work that may result from completion of this contract, which may be added at a later date as a modification to this contract, or that may be helpful to the contractor in determining the best overall approach for the contract.*

 b. Identification of Potential Conflicts of Interest (COI).

 *Any situation that may influence which contractor should be awarded the contract. An “organizational COI” is a situation where because of other relationships or activities a person (company) is unable or potentially unable to render impartial assistance or advice to the Government or cannot objectively perform contract work or has an unfair competitive advantage. FAR 9.502 states that “an organization COI may result when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work to be performed on the instant contract creates an actual or potential COI on a future acquisition.” An “organizational COI” exists when the nature of the work to be performed may, without some restriction on future activities, (1) result in an unfair competitive advantage to the contractor or (2) impair the contractor’s objectivity in performing the contract work. In services contracts, it is the latter which may most often occur because of a contractor’s access to proprietary information, the evaluation and analysis of products which it may produce, and/or its role as an advocate in contract performance or other situations. The primary burden is on the contractor to identify any organizational COI, however, the Government has the responsibility to identify and evaluate such conflicts. The Contracting Officer is charged with avoiding, neutralizing or mitigating such potential conflicts.*  ***It is the customer’s responsibility to determine that no organizational COI exists.*** *This is because the customer is more familiar with its requirements and the history of the requirements than the Contracting Officer could ever be. Therefore, the customer must make a determination that no COIs exist, or identify any potential COI that may exist prior to the execution of this contract.*

 c. Identification of Non-Disclosure Requirements.

 C*ontractors must execute non-disclosure agreements when they work with sensitive and/or proprietary information.* ***Your SOW must identify any sensitive or proprietary information to which the contractor will have access during contract performance so the non-disclosure agreements can be signed by the time the contract is awarded.***

 d. Packaging, Packing and Shipping Instructions.

*Provide any contract-unique requirements that are out of the ordinary, such as drop shipment, contractor provided storage, incidental to shipping, etc.*

 e. Inspection and Acceptance Criteria.

*The COR is responsible for certifying that the work done under the contract is performed to time and standard. They are also responsible to assure the inspection and acceptance of products provided incidental to services. A demo period or trial is not inspection of a product.*

## 10. Risk Control

*In this section please address safety, patient issues, infection control and other areas required to be addressed in your functional area. If you have any doubts about what additional requirements need to be included in your Statement of Work talk to your supervisor. In more complex or high risk contracts it may be a good idea to include a Risk Assessment, mitigation, and management plan.*

**11. Place of Performance.**

*Specify whether the work will be performed at the contractor’s site or at a Government site. If at the Government site, which VA Facility or Leased Facility? Specify the location where principal performance will take place. If contractor travel is going to be priced separately describe any local or long distance travel the contractor will be required to perform here. Identify the to/from locations of the trips, number of travelers and number and duration of the trips. Normally, the contract should include travel in the fixed price of the contract and it will not be broken out.*

##  12. Period of Performance*.*

## *In this section identify the required start date for your services and the end date. Include the number of option periods you wish to add (normally years). Hint: You can only have a base plus four, that’s the maximum. Normally services will run to the last date of the fiscal year and the next option year will pick up on 01 OCT.*

## *It is important to make the performance start date realistic. See the acquisition horizons to get an estimate of how long it will take to plan, solicit and award a contract.*

**13. Delivery Schedule.**

*Describe the items to be delivered throughout the period of performance and at completion of the contract, if applicable. The delivery schedule format is as follows:*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SOW Task#** | Deliverable Title | Format | Number | **Calendar Days After CO Start** |
| 1 | Hospital Design | A003/DI-MGMT-80347 | Standard Distribution\* | Draft - 15Final - 30 |
| 2 | Monthly Status Report | Contractor-Determined Format | 2 Copies to COR; Letter Only to CO | Monthly, on 5th Workday |
| 3 | Commissioning Report | Contractor-Determined Format | Standard Distribution\* | 180 |
| 4 | *Continue as needed* | *to document all deliverables* |  |  |
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| \* Standard Distribution: 1 copy of the transmittal letter without the deliverable to the Contracting Officer shall be Emailed. |

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* ***SOW Task#*** *- State the task from Paragraph 5 of the SOW that requires this deliverable.*
* ***Deliverable Title*** *- State the title of the deliverable (e.g., Assessment Report, Integration Plan).*
* ***Format*** *- You may either provide Government-specified format* ***or*** *contractor-determined format.* ***If no format is specified for a deliverable, that item will be delivered in contractor-determined format****.*
* ***Number*** *- If you require a number of copies over and above that shown in the standard distribution, specify in this column (e.g., “one electronic copy in Microsoft Word Office 2000 Version and one hard copy”).*
* ***Calendar Days After Contract Start*** *- For items that have a frequency, state the appropriate frequency (e.g., “monthly on the 10th work day,” or “10 calendar days after draft plan approved.”* ***Do Not use******“as required”*** *as a deliverable due date).*