

STATE PROCUREMENT OFFICE  
On-Demand Training – SPO 122

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**WRITING SPECIFICATIONS AND  
SCOPE OF WORK**

Hawaii Revised Statutes (HRS)  
Chapter 103D

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Agenda

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- Procurement 101
- Specifications
- Scope of Work
- Word Selection

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Agenda

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- **Procurement 101** ←
- Specifications
- Scope of Work
- Word Selection

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## Procurement 101

- SPO Training Workshop: SPO-001 – Procurement Basics

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## Agenda

- Procurement 101
- **Specifications** ←
- Scope of Work
- Word Selection

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## Specifications: What is

- Merriam-Webster:
  - ▣ The act or process of specifying.
  - ▣ Specifying: To name or state explicitly or in detail.

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### Authority to Prepare Specifications HAR §3-122-11

- The chief procurement officer (CPO), with the assistance of the using agency, shall prepare and approve specifications.
- The CPO may delegate, in writing, to using agencies the authority to prepare and use its own specifications.
- Procurement Delegation 2010-01 delegates procurement authority for preparation and writing of specifications. (Executive Departments)

<http://spo.hawaii.gov> > For State and County Personnel > Manual for State and County Personnel > Delegation

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### Definitions HAR §3-122-1

- **Practicable** = what may be accomplished or put into practical application.
- **Advantageous** = a judgmental assessment of what is in the State's best interest.
- **Best value** = the most advantageous offer determined by evaluating and comparing all relevant criteria in addition to price so that the offer meeting the overall combination that best serves the State is selected.
- **Standard commercial product** = a product or material, in the normal course of business, is maintained in stock or readily available by a manufacturer, distributor, or dealer for the marketing of the product.

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### Specifications: Purpose HAR 3-122-10

- A specification is the basis for procuring a good, service or construction item.
- Purchasing agencies may seek to procure standard commercial products and obtain the most advantageous prices.
- All specifications shall seek to promote overall competition, shall not be restrictive, and provide fair and equal opportunity for every supplier that is able to meet the State's needs.

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### Specifications: Sources

- Request for Information (HAR §3-122-9.02)
- Manufacturers (compare multiple manufacturers)
- Colleagues: SPO, Other Purchasing Jurisdictions, Other Departments/Agencies

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### Specifications: Importance

- Critical to procurement planning process.
- Provides clarity to the supplier/vendor community.
- Conveys the level of quality and function.
- Avoids the acquisition of inferior products and materials.
- Provides fair opportunity to all qualified offerors.
- Promotes a competitive bidding environment.
- Key component to strategic sourcing.

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### Sample: Hook



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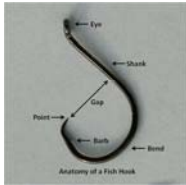
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### Sample: Fish Hook



Source: courtesy of Callisto Co.

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### Specifications vs. Scope of Work

- **Specification** = any description of the physical or functional characteristics, or of the nature of a supply, service, or construction. It may include a description of any requirement for inspecting, testing, or preparing a supply, service or construction item for delivery. *HRS 103D-104*
- **Scope of Work or Statement of Work** = a description of the requirements of services to be performed. The scope of work may include material requirements to perform the needed services.

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### Specifications: Types HAR §3-122-13(b)

- Design
- Performance
- Restrictive
- Brand Name or Equal
- Qualified Products List
  
- Combination

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### Design Specs: Defined

- The dimensional and other physical requirements of the item being purchased, how a product is to be fabricated or constructed. HAR §3-122-1
- Sets the requirements for the product, detailing the characteristics that the item must possess; how the item is to be manufactured. HAR §3-122-13(b)(1)
- Used primarily when agency knows exactly what it want and also has the capability to develop exact procedures or processes that should be followed.

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### Design Specs: Advantages

- Accurate supply arrangements
- Compliance to design characteristics
- Specifies exactly what the design intends

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### Design Specs: Disadvantages

- May limit competition
- May create obsolescence and restrictiveness
- Price may reflect cost for development
- May over-specify and therefore increase the price unnecessarily
- May increase liability for claims
- Puts responsibility of final product on the specifier and not the supplier

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### Performance Specs: Defined

- The functional or performance requirements of the item, what a product does and how well it performs.  
HAR §3-122-1
- Describes the capabilities that the product must meet, use of test or criteria are developed to measure the item's ability to perform as required.  
HAR 3-122-13(b)(2)

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### Performance Specs: Advantages

- Result/Outcome specific
- Can result in quality goods/services
- Can allow Offeror's flexibility on their offer

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### Performance Specs: Disadvantages

- Time consuming
- Must take special care to describe in detail all the design intents.
- May result in long, lengthy specs
- Poorly developed performance specs can result in poor quality goods/services

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### Restrictive Specs: Defined

- Otherwise known as Brand Name Specifications
- Does not allow for an “or equal”
- A specification limited to one or more items by manufacturers’ names or catalogue numbers, commonly referred to as restrictive specification.

HAR §3-122-1

- Requires CPO approval (Use Form SPO-014).

HAR §3-122-13(b)(3)

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### Restrictive Specs: Impact

- Very limited or no competition
- No incentive to offer best price
- If only one bid/proposal received, cannot demonstrate that supplier is offering the best price or solution
- Higher cost to purchase goods, services, or construction
- Could be perceived as being more than what is needed

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### Restrictive Specs: Transformed

- Change a restrictive spec to a generalized one by identifying and addressing issues in specs.

Issue	Transformation
Poor Performance	Include performance expectations in your specs
Compatibility	Include in your specs a statement that product needs to work with existing equipment (and specify existing equipment)
Predetermined Outcome (agency wants particular vendor/item)	Obtain approval for restrictive specs OR beef up your specs to make them more specific to your needs without being restrictive.

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Restrictive Specs: Transformed		
Restrictive	Transformed	Best Transformation
<ul style="list-style-type: none"> <li>Fuel Economy: 26/34</li> <li>Horsepower: 132 @ 6,000 RPM</li> <li>Torque: 128 @ 4,400 RPM</li> <li>4-speed Automatic</li> <li>Toyota Corolla LE</li> </ul>	<ul style="list-style-type: none"> <li><u>Minimum</u> Fuel Economy: 26/34</li> <li><u>Minimum</u> Horsepower: 132 @ 6,000 RPM</li> <li><u>Minimum</u> Torque: 128 @ 4,400 RPM</li> <li><u>Minimum</u> 4-speed Automatic</li> <li>Toyota Corolla LE <u>or equal</u></li> </ul>	<ul style="list-style-type: none"> <li>Minimum Fuel Economy: <u>22</u>/34</li> <li>Minimum Horsepower: <u>130</u> @ 6,000 RPM</li> <li>Minimum Torque: 123 @ <u>3600</u> RPM</li> <li>Minimum 4-speed Automatic</li> <li>Toyota Corolla or equal</li> </ul>

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Brand Name or Equal: Defined
<ul style="list-style-type: none"> <li>A specification which uses one or more manufacturer's names or catalogue numbers to describe the standard of quality, performance, and other characteristics needed to meet requirements, <u>and</u> which provides for the submission of equivalent products. HAR §3-122-1</li> </ul>

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Brand Name or Equal: Sample
<ul style="list-style-type: none"> <li>Toilet tissue: <ul style="list-style-type: none"> <li>Roll, 2-ply, fully bleached (white) completely wrapped, Approx. 4.0" x 4.0" sheets to fit standard size dispenser, 500 sheets per roll, 96 rolls per case or 550-605 sheets per roll, 80 rolls per case (Kimberly Clark Scott 04460-50, Georgia-Pacific 19880/01, or equal)</li> </ul> </li> </ul>

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### Qualified Products List: Defined

- An approved list of goods, services, or construction items described by model or catalogue numbers, which, prior to competitive solicitation, the State has determined will meet the applicable specification requirement. HAR §3-122-1
- A list of goods, services, or construction items, which, prior to the opening of the competitive solicitation, are examined, tested, and determined to meet the applicable specification requirements. HAR §3-122-13(b)(5)

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### Qualified Products List: Defined

- Products and samples are evaluated and pre-qualified in advance of solicitation to ensure compliance with specifications and an acceptable quality level.
- Allow for substitution requests. (Issue addendum to address additional acceptable items).
- Pre-qualification process must be fair for all qualifying vendors.

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### Combination Specs

- The most common type of specs
- Example: Design Specs + Performance Specs where specs contain elements of both design and performance specifications

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pop-quiz

- What kind of spec is this: “retractable gel pen with black ink, 0.5mm, Pilot G-2 (N131002)”
  - ▣ Design
  - ▣ Performance
  - ▣ Restrictive
  - ▣ Brand Name or Equal

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pop-quiz

- What kind of spec is this: “Gel, retractable, refillable pen, 0.5mm, black ink (Pilot N131002 or equal)”
  - ▣ Design
  - ▣ Restrictive
  - ▣ Brand Name or Equal
  - ▣ Both A & B
  - ▣ Both A & C

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Specifications: Development  
HAR §3-122-13

- Identify minimum requirements
- Allow for competition
- List reproducible test methods to be used in testing for compliance with specifications
- Provide an equitable award at the best value

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### Elements of Sound Specifications

- Uses industry terminology
- Specifies acceptable tolerances
- Describes the application and environment
- Be clear, concise and consistent
- Avoids ambiguous or conflicting terms
- Avoids proprietary requirements that limit or eliminate competition

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### Specs: Inclusions

- Detailed product requirements
- Quantity
- Performance requirements
- The intended use of the product or the intended need for the service provided
- Product certifications, professional licenses or required training
- Delivery/installation
- Warranty
- Training requirements
- Insurance requirements
- Vendor price inclusions: freight, transportation, packaging, delivery, taxes, GET, fees, etc
- Other responsibilities

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### Specs: Sample – Trash Bags

#### GROUP 1: LOW/LINEAR DENSITY POLYETHYLENE

Material:	Film for bags shall be made from polyethylene or ethylene copolymer resin (low density, linear low density, or linear lowlow density blend).
Destructibility:	Bags shall be capable of incineration under normal incinerating practices.
Sizes:	The dimensions of bags shall be from -1/8" to +1/4" of the sized listed on the Offer Form. The following formula is used to calculate average weight of bags per case:  $(\text{width in inches}) \times (\text{length in inches}) \times (\text{gauge in mils}) / 15 = \text{lbs/1000 bags}$
Workmanship:	Bags shall be of good overall quality, uniformly made, free from gels, streaks, pinholes, particles of foreign matter and undischarged raw materials. There shall be no visible defects such as holes, tears, cuts, creases, wrinkles, blisters, imperfect seals or other imperfections which may impair their usefulness or appearance.  Bags shall be easy to open. Bags may be flat or gusseted. Bags larger than 48" x 48" must be gusseted if requested by the end user.
Twist Tie:	Approximately 4" long wire glued between zipper throughout the whole length of the wire. Must bend and twist easily. One (1) twist tie shall be furnished for each poly bag only when requested by the end user.
Case Labeling:	All cases shall be clearly labeled as to allow quick identification of the contents. Labeling shall contain the following information: bag dimensions, quantity of bags, gauge, and net case weight.

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Specs: Sample – Trash Bags									
The following offer is hereby submitted for Disposable Polyethylene Bags, as specified herein:									
Item No.	Description	Estimated Quantity	Standard Unit & Packaging	Product Information	Material	Quantity	Unit Price	Estimated Total (\$/lb./roll)	Estimated Total (\$/roll)
<b>GROUP 1 LOW-DENSITY POLYETHYLENE</b>									
A Heavy Product and Heavy Duty Product performance is available for items in Group 1. In accordance with the General Provisions, offers shall indicate below whether or not a Heavy Product is being offered. Offers offering a Heavy Product shall specify the product and class of the product offered.									
28" W x 37" L x 3" H	1. Light weight	140,000	bags	Observance	Observance				
Net wt per 100 bags 10 lbs minimum	2. 2nd minimum			Packaging	Packaging				
	3. 3rd minimum			Net wt per 100 bags	Net wt per 100 bags				
	4. 4th minimum			Garage	Garage				
24" W x 37" L	5. 5th minimum	91,000	bags	Observance	Observance				
Net wt per 100 bags 25.5 lbs minimum	6. 6th minimum			Packaging	Packaging				
	7. 7th minimum			Net wt per 100 bags	Net wt per 100 bags				
	8. 8th minimum			Garage	Garage				
24" W x 37" L	9. 9th minimum	345,000	bags	Observance	Observance				
Net wt per 100 bags 10.5 lbs minimum	10. 10th minimum			Packaging	Packaging				
	11. 11th minimum			Net wt per 100 bags	Net wt per 100 bags				
	12. 12th minimum			Garage	Garage				
30" W x 37" L	13. 13th minimum	10,000	bags	Observance	Observance				
Net wt per 100 bags 29.5 lbs minimum	14. 14th minimum			Packaging	Packaging				
	15. 15th minimum			Net wt per 100 bags	Net wt per 100 bags				
	16. 16th minimum			Garage	Garage				
24" W x 37" L	17. 17th minimum	36,700	bags	Observance	Observance				
Net wt per 100 bags 29.5 lbs minimum	18. 18th minimum			Packaging	Packaging				
	19. 19th minimum			Net wt per 100 bags	Net wt per 100 bags				
	20. 20th minimum			Garage	Garage				

Specs: Sample Clauses									
RESPONSIBILITY OF OFFERORS									
Offeror is advised that in order to be awarded a contract under this solicitation, Offeror will be required to be compliant with all laws governing entities doing business in the State, including the following chapters and pursuant to HRS §103D-310(c):									
A. Chapter 237, General Excise Tax Law; B. Chapter 380, Hawaii Employment Security Law; C. Chapter 380, Workers' Compensation Law; D. Chapter 382, Temporary Disability Insurance; E. Chapter 383, Private Health Care Act; and F. Certificate of Good Standing for entities doing business in the State.									
Refer to the Award of Contract provision herein for instructions to register for Hawaii Compliance Express (HCE) utilized for verification of compliance.									
The HCE will conduct periodic checks to confirm Contractor's maintain compliance on the HCE throughout the term of the contract, including any extensions.									
AWARD OF CONTRACT									
<b>Hawaii Compliance Express.</b> The HCE is an electronic system used to quickly verify proof of compliance of vendors/contractors/service providers doing business in the State. The HCE certificate, Certificate of Vendor Compliance, is a printable certificate that will provide "compliant" status real time. It is an online certification process of the tax clearance from the Department of Taxation and the Internal Revenue Service, certificate of compliance from the Department of Labor and Industrial Relations, and a Certificate of Good Standing from the Department of Commerce and Consumer Affairs required pursuant to Hawaii Revised Statutes (HRS) §103D-310(c) and Hawaii Administrative Rules (HAR) §3-122-112.									
Vendors/contractors/service providers are advised to register with Hawaii Compliance Express (HCE) at <a href="http://vendors.hawaii.gov">http://vendors.hawaii.gov</a> . Vendors/contractors/service providers will pay an annual fee of \$12.00, or as amended, to the Hawaii Information Consortium, LLC (HIC).									
<b>Timely Registration on HCE.</b> Offerors are advised to register on HCE as soon as possible. If an Offeror is not compliant at the time of award, award to that Offeror may be delayed.									

## 15.0. LIABILITY INSURANCE

The Contractor shall maintain full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and subcontractors, if any, from claims for damages to property owned by the Contractor and subcontractors, if any, arising from operations under this contract, whether such damages be by the Contractor or by a subcontractor or person directly or indirectly employed by either of them, if any, or any subcontractor as required. The insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide to own insurance that meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following, required insurance (coverage) and limits shall be provided by the Contractor, including its subcontractor(s), where appropriate:

Coverage	Limit
Commercial General Liability	\$1,000,000 combined single limit per occurrence form, including
	bodily injury and property damage
Automobile Liability	\$1,000,000 combined single limit per occurrence

The Contractor will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance from be canceled, become inactive, or not renewed upon expiration.

Furthermore, each insurance policy required by this contract, including a subcontractor's policy, shall contain the following terms:

1. "The State of Hawaii is added as an additional named the general liability and automobile liability on the policy or policies."
2. "It is agreed that any insurance maintained by the State of Hawaii shall apply in excess of, and not contribute with, insurance provided to this policy."

The insurance coverage required shall be in full compliance throughout the entire term of the contract, including replacement agreements.

It is agreed that the Contractor agrees to indemnify the State of Hawaii, including its subcontractors, for any claims for damages to property owned by the Contractor and subcontractors, if any, arising from operations under this contract, whether such damages be by the Contractor or by a subcontractor or person directly or indirectly employed by either of them, if any, or any subcontractor as required. The insurance policy or policies shall name the subcontractor as additional insured.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as a breach of this contract, entitling the State to recover any and all of the remedies provided in this contract for a default of the Contractor.

The payment of such required insurance shall not be construed to limit Contractor's liability hereunder or to limit the subcontractor's obligation to indemnify the State of Hawaii, including its subcontractors, for any claims for damages to property owned by the Contractor and subcontractors, if any, arising from operations under this contract, whether such damages be by the Contractor or by a subcontractor or person directly or indirectly employed by either of them, if any, or any subcontractor as required. The insurance policy or policies shall name the subcontractor as additional insured.

If any insurance policy required by this contract is limited in scope of coverage or non-renewed, the Contractor shall provide 30 days written notice to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 2009, Honolulu, Hawaii 96820-0009.

## Reference Comptroller's Memo:

- 2010-06 – General Liability and Automobile Insurance Requirements for Contracts
- 2010-08 – Insurance Requirements for Use of State Facilities and Grounds
- 2010-39 – Certificate of Insurance Requirements for Contracts

- Reference Comptroller's Memo:
- 2010-06 – General Liability and Automobile Insurance Requirements for Contractors
  - 2010-08 – Insurance Requirements for Use of State Facilities and Grounds
  - 2010-39 – Certificate of Insurance Requirements for Contractors

## Recycled Products

- ❑ Specifications shall not discriminate against the use of recycled materials. HAR §3-122-13(c)
- ❑ To encourage the use of recycled products, contracts shall be awarded to the lowest responsible and responsive bidders, with preference being given to the products containing recycled material. HRS §103D-1005(a)
- ❑ When purchasing office paper and printed material, State purchasing agencies shall, and county agencies are urged to, purchase only office paper and printed material with recycled content. HRS §103D-1005(e)

### Recycled Products: Sample – Office Paper

## SPECIFICATIONS

RECYCLED PAPER

"Recycled paper product" is a paper product where each sheet or individual unit consists of a minimum of thirty percent (30%) recycled material or post-consumer recovered material waste, or both.

### Definitions

"Recovered material" means material that has been separated, diverted, or removed from the solid waste stream after a manufacturing process for the purpose of use, reuse, or recycling.

"Post-consumer waste" means any product used by a consumer that has served its intended end use and that has been separated or diverted from the solid waste stream for the purpose of recycling.

<sup>10</sup> "Solid waste stream" means discarded material moving from the point of discard to ultimate disposition.

## GENERAL REQUIREMENTS

All paper shall be standard registered mill brand. All paper shall be long grain, cut and ream wrapped at the mill with a printed label attached identifying the mill brand, type of paper, size and substance weight. All paper shall be alkaline type or acid-free.

For all items, Offeror shall offer a recycled product.

## Recycled Products: Sample – Office Paper

[illegible]

## Recycled Products: Sample – Toilet Tissue

### SPECIFICATIONS

#### GROUP A – ROLL TOILET TISSUE

For all Toilet Tissue, the Minimum Recycled Content, if applicable: not less than 20% of the total weight shall consist of post-consumer recovered material.

Toilet tissue shall be safe for all sewer and septic systems.

1. Roll, 2-ply, fully bleached (white) completely wrapped, Approx. 4.0' x 4.0' sheets to fit standard size dispenser, 500 sheets per roll, 96 rolls per case or 550-605 sheets per roll, 80 rolls per case (Kimberly Clark Scott 04450-50, Georgia-Pacific 19880/01, or equal).
2. Roll, 1-ply, fully bleached (white), overall or sleeve wrapped, Approx. 4.0' x 4.0' to fit standard size dispenser, 1,210 sheets per roll, 80 rolls per case (Kimberly Clark Scott 05102, Wisconsin 1630, Georgia-Pacific 14580/01 or equal).
3. Jumbo Roll Jr., 2-ply, fully bleached (white), Approx. 3.55' x 1000' rolls, 8-12 rolls per case (Kimberly Clark Scott JRT 07605 or equal).
4. Jumbo Roll Sr., 1-ply, fully bleached (white), Approx. 3.5' x 4000' rolls to fit 12" diameter jumbo toilet tissue dispensers currently installed, 6-12 rolls per case (Georgia-Pacific Acciam 13105 or equal).

## Recycled Products: Sample – Toilet Tissue

### RECYCLED PRODUCT PREFERENCE

A ten percent (10%) price preference shall be given to recycled products offered in response to this solicitation that meet the specifications for recycled products, pursuant to HAR Chapter 3-124, on recycled products. Copies of this rule are available on the SPO website: <http://hawaii.gov/spo>. Click on "Doing Business with the State" > "How the State Purchases Goods, Services and Construction" > "Preferences".

Where applicable, bidder shall indicate in the space provided on the Offer Form pages whether a recycled product is being offered. If an "X" or a checkmark is not indicated in the space provided, it shall be presumed that a non-recycled product is being offered.

Bidder requesting a preference for recycled product(s) shall submit the attached SPO Form-008 (Rev. 7/1/02), CERTIFICATION OF RECYCLED CONTENT, which shall list each recycled product offered. The form shall be signed by an official authorized to sign on behalf of the manufacturer and submitted with the bid. The State, however, shall have sole discretion in determining acceptability of a product preference.

## Recycled Products: Sample – Toilet Tissue

The following offer is hereby submitted:							
Item No.	Description	Estimated Quantity	Manufacturer & Brand Name & No.	Packaging	Recycled or Not	Unit Bid Price	Estimated Total Bid Price
<b>GROUP A - TOILET TISSUE, refer to Specifications</b>							
1	ROLL - 2-ply, fully bleached, -4.0'x4.0' sheets	9,440 ea		rolls	<input type="checkbox"/>	\$	ea \$
2	ROLL - 1-ply, fully bleached, -4.0'x4.0' sheets	5,454 ea		rolls	<input type="checkbox"/>	\$	ea \$
3	JR. JUMBO ROLL - 2-ply, fully bleached, -3.55'x1000'	1,000		rolls	<input type="checkbox"/>	\$	\$ \$
	Cost per case						
4	SR. JUMBO ROLL - 1-ply, fully bleached, -3.5'x4000'	400,000		rolls	<input type="checkbox"/>	\$	\$ \$
	Cost per case						
<b>TOTAL SUB BID PRICE - GROUP A</b>							<b>0.00</b>
~ 2 Approximate							

pop-quiz

- ☐ State agencies are REQUIRED to purchase recycled office paper?
  - ☐ true
  - ☐ false

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Energy-efficient vehicles  
HAR §3-122-13(c)

- ☐ Specifications for purchasing or leasing motor vehicles shall be in compliance with HRS §103D-412
- ☐ Hawaii Government Vehicle Purchasing Guidelines (DBEDT): <http://energy.hawaii.gov/> > Energy Efficiency > Lead By Example for Government Agencies > Vehicle Purchasing Guidelines

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Guard Services  
HRS §463-10.5

- ☐ Effective July 1, 2013, all guards, agents, operatives, and assistants who act in a guard capacity shall apply to register with the board, and meet the following registration, instruction, and training requirements prior to acting as a guard:
  - ☐ 18+ years old;
  - ☐ High school education or equal;
  - ☐ No psychiatric or psychological disorder; and
  - ☐ Have not been convicted of a crime,

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### Other Statutes to Consider

- HRS §103D-407 Construction projects, roadway materials, recycled glass content requirements.
  - Act 22, SLH 2011 - May purchase roadway materials with minimum recycled glass content; may use a minimum of ten percent crushed glass aggregate
- HRS §103D-408 Indigenous and Polynesian introduced plants; use in public landscaping.
- HRS §103D-409 Provisions for pollution control.
- HRS §103D-410 Energy efficiency through life-cycle costing.
- HRS §103D-411 Value engineering clauses.

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### Specification Preparation/Writers

- A contractor paid for services to develop or prepare specifications or work statements shall be precluded from submitting an offer or receiving a contract for that particular solicitation.
- Specifications prepared by architects, engineers, consultants and others for public contracts, shall seek to promote overall economy for the purposes intended and encourage competition in satisfying the State's needs and shall not be unduly restrictive.

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### Agenda

- Procurement 101
- Specifications
- **Scope of Work** ←
- Word Selection

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### Scope/Statement of Work: Defined

- **Scope of Work** or **Statement of Work** = a description of the requirements of services to be performed. The scope of work may include material requirements to perform the needed services.

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### Scope of Work: Inclusions

- Background of the procurement
- Objectives
- Contractor's tasks
- Deliverables
- Dates/deadlines
- Department responsibilities

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### Scope of Work: Characteristics

- Consistent, simple and exact
- Easy to read and understand
- Easy to revise
- Categorized
- Organized with a good numbering system.

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### Questions to Consider

- Who will be responding?
- Will my scope restrict my competition?
- What do you want the offerors to know?
- How detailed and exact should my information be?
- What questions may come up?
- What are you buying?

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### Agenda

- Procurement 101
- Specifications
- Scope of Work
- **Word Selection** ←

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### Key Words

- **Must** and/or **shall** – whenever a specification expresses a requirement *binding* on either contractor or the department/agency.
- **Will** – to express a declaration of purpose on the part of the purchaser.
- **Should** and/or **may** – to express non-mandatory provisions

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### Use of terminology

- "The Contractor \_\_\_\_\_ deliver bags within 10 days of receipt of order."
- "Offeror \_\_\_\_\_ provide at least three (3) references where they have provided same or similar work."
- "Offeror \_\_\_\_\_ provide proof of their Certificate of Liability Insurance."

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### pop-quiz

- If you *require* the Offeror to be HCE compliant prior to award what word should you use?
  - ▣ Offeror SHALL be HCE compliant
  - ▣ Offeror MAY be HCE compliant
  - ▣ Offeror SHOULD be HCE compliant

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### Selecting Words

- Use simple language; choose simple words over complex ones.
- Don't need to impress.
- Say what you mean.
- Be clear on what you mean.
- Limit wordiness

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### Selecting Words: Sample

- Which is easiest to read and understand:
  - Empty trash cans.
  - All 10 gallon, 30" high trash receptacles shall be emptied into the buildings 4 cubic yard metal container at least 5 times a week at approximately 10AM sharp. Replace all liners with quality, extra-thick, black, low density polyethylene, 24"Wx30"L, 1 mil gauge plastic liners. Contractor shall furnish all labor, equipment (including liners) and supplies necessary to perform services.
  - Empty trash cans into the building's refuse bin 5 times a week. Replace receptacle liner when the existing bag is leaking, torn, or unsanitary. Contractor shall furnish all labor, equipment (including but is not limited to: cleaner, disinfectant, bags) and supplies necessary to perform services.

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### Contractor vs. Offeror

- Contractor – after the contract is awarded
- Offeror – Entity that is responding to the solicitation
- Specify which is responsible for what and the consequence, if any.
  - Consequences for Offerors:
    - Delay award/execution of contract
    - Non-responsive & offer rejected
  - Consequences for Contractors:
    - Breach of contract
    - Liquidated Damages
    - Terminate Contract

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### Terms and Acronyms

- Use terms and acronyms with a specific meaning to the solicitation.
- Capitalize acronyms.
- Keep acronyms to a minimum.

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### Terms and Acronyms: Sample

- Which is easiest to read and understand:
  - ▣ The TP shall be FB 2-ply with SS APX 4" x 4" to fit SSD, with 500 SPR, and 9 RPC. DLVY shall be to the SPO.
  - ▣ The Toilet Paper shall be fully bleached 2-ply with sheet size approximately 4" x 4" to fit standard sized dispensers, with 500 sheets per roll, and 9 rolls per case. Delivery shall be to the State Procurement Office.
  - ▣ The Toilet Paper shall be fully bleached 2-ply with sheet size approx. 4" x 4" to fit standard sized dispensers, with 500 sheets/roll, and 9 rolls/case. Delivery shall be to the SPO.

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### Writing Style

- Expository style
- Active voice
- Shorter words/phrases
- Parallel structure

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### Writing Style: Expository

- Used to inform, describe or explain.
- Sentence structures:
  - ▣ Long sentences (about 35 words) are usually harder to understand.
  - ▣ Too many short sentences (about 10 words) may make writing sound choppy.
  - ▣ Continual medium-length sentences (15-20 words), can be monotonous.
  - ▣ Keep your average sentence length of about 20 words.

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Writing Style: Active vs Passive

Passive sentence	Active sentence
The meetings will be held monthly by the Contractor's management team.	The Contractor's management team will conduct monthly meetings.
Questions will be addressed by the named contact person on the solicitation.	The contact person named in the solicitation will respond to inquiries.
Timeline for project schedule shall be submitted.	Offeror shall provide a written timeline for the project schedule.

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Writing Style: Shorter Words/Phrases

Instead of	Use
Prior to	Before
Subsequent to	after
In the event of	if
In the amount of	For or of
On a daily basis	Daily
In reference to	About
In order to	To
Due to the fact that	Because
At this point in time	Now
Each and every one	all

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Writing Style: Parallel Structure

Non-Parallel	vs	Parallel
Please complete the form, sign it and then it should included in the proposal.		Complete the form, sign it, and include it in the sealed proposal.
The offer shall include insurance, tax, and reimbursing costs.		The offer shall include liability insurance, all applicable taxes and cost reimbursements.
The Contractor is required to sweep the floor, water plants, and to empty trash cans into the buildings refuse bin.		The Contractor shall sweep the floor, water plants and empty trash cans into the buildings refuse bin.

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### Writing Style: Extras

- State requirements only one time.
- Use the same noun consistently to describe a person, function, action, item or organization.
- Be consistent in wording or phrasing.
- Clearly state when any enhancements or add-ons are optional and under what conditions they may be used under the contract.

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### Specifications & the Procurement Process

Effect on:	Poorly Written Specs:	Well Written Specs:
Number of offerors	<ul style="list-style-type: none"> <li>• Overly broad or restrictive specifications</li> <li>• Deter potential offerors</li> <li>• Increase costs</li> <li>• Decrease chance of desired results</li> </ul>	<ul style="list-style-type: none"> <li>• Complete, clear, concise specifications</li> <li>• Attract many qualified offerors</li> </ul>
Evaluation process and protests	<ul style="list-style-type: none"> <li>• Easily misinterpreted</li> <li>• Open to challenge and protest by unsuccessful offerors</li> </ul>	<ul style="list-style-type: none"> <li>• Sharp, specific criteria</li> <li>• Easier to evaluate</li> <li>• Provides resource to debriefing and possibly minimize protests</li> </ul>
Offeror risk	<ul style="list-style-type: none"> <li>• Unreasonable requirements can be at a higher risk and higher cost</li> </ul>	<ul style="list-style-type: none"> <li>• Reasonable requirements lower assumption of risk by offeror</li> </ul>
Type of contract	<ul style="list-style-type: none"> <li>• Uncertain amount of effort leads to cost-reimbursement contract (H&amp;A §3-122-137)</li> </ul>	<ul style="list-style-type: none"> <li>• Leads to a firm, fixed price contract (H&amp;A §3-122-136)</li> </ul>
Administration of contract	<ul style="list-style-type: none"> <li>• Unclear, inaccurate specifications lead to management problems</li> </ul>	<ul style="list-style-type: none"> <li>• Leads to more control and easier administration</li> </ul>

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### Overview

- Taxpayers Money
- Spec out what you need.
- Be clear and concise.
- Other requirements: HCE, Liability Insurance, Delivery

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State Procurement Office

Point of Contacts

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Thank you!

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