Category

Consulting

Client Proposal, SOW & Contracting Playbook

A repeatable structure for turning a scoping conversation into a proposal, SOW, and contract that protects both the engagement and the fee.

- Practitioner
- Intermediate
- Template Included

- Mithun A. Sridharan

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Overview

A practical playbook for drafting client proposals, statements of work, and contracts that scope engagements tightly, price them defensibly, and prevent scope creep before it starts.

What's the real difference between a proposal and a SOW?

The proposal sells the engagement — it's persuasive, references the client's specific situation, and doesn't need to be exhaustively precise. The SOW governs the engagement — it's the operational and legal reference both parties will point to if there's a dispute, so ambiguity there is expensive.

How detailed should the exclusions list be?

As detailed as the inclusions list, if not more. List every adjacent piece of work a reasonable client might assume is included — implementation support after a strategy phase, for example — and state explicitly whether it's in or out.

When should I use a fixed fee versus time & materials?

Use fixed fee when the scope and deliverables can be defined precisely and the client wants budget certainty; use time & materials when the work is exploratory or the scope will likely evolve based on early findings, and consider a capped T&M structure as a middle ground.

How do I handle a client who resists a change control clause?

Frame it as protecting them as much as you — it prevents scope from expanding informally in ways that inflate the fee without a conversation. Most resistance disappears once you show the form takes minutes to complete and requires their explicit approval before any additional cost is incurred.

Should independent consultants use a lawyer-drafted contract or a template?

A template is fine for the SOW's operational content — scope, deliverables, fees — but the underlying Master Services Agreement covering liability, IP ownership, and termination should be reviewed by a lawyer at least once, then reused as boilerplate across engagements rather than redrafted each time.

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Author

Mithun A. Sridharan Thought Leader

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