NIH/OD/olao/oa

Performance Work Statement (PWS) (Template)

**Office of Acquisitions**

**11/19/2013**

The following outline provides a template for development of your individual PWS and can be tailored to meet your individual needs.

**Part 1**

 **General Information**

*(General information will include background information, a brief description of the scope of work, personnel related matters such as safety requirements, security requirements, security clearances, quality control requirements, etc.)*

1. **General:** This is a non-personnel services contract to provide [*Insert title of service to be provided*]. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform [*Insert title of service to be provided*] as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 Background: [*Insert history and/or background information on the services that are to be provided.*]

1.3 Objectives: [*Insert a few bullets stating what the basic service objective is.*]

1.4 Scope: [*Insert the type of services that are to be performed*]. *Services include* [*Insert what is included in the services to be provided*]*. The contractor shall accomplish* [*Insert what should be accomplished, if applicable*]*.*

* 1. Period of Performance: [*State period of performance and option years, if applicable.*] *For example:* The period of performance shall be for one (1) Base Year of 12 months and two (2) 12-month option years. The Period of Performance reads as follows:

Base Year

Option Year I

Option Year II

1.6 General Information

1.6.1 Quality Control *(If applicable)*: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor’s quality control program is the means by which he assures himself that his work complies with the requirement of the contract. [*Insert when and how the QCP is to be delivered, i.e., within 30 days after contract award or with the contractors proposal if it is an evaluation factor, three copies of a comprehensive written QCP shall be submitted to the COand COR within 5 working days when changes are made thereafter.*]After acceptance of the quality control plan the contractor shall receive the contracting officer’s acceptance in writing of any proposed change to his QC system.

1.6.2 Quality Assurance: The government shall evaluate the contractor’s performance under this contract in accordance with the Quality Assurance Surveillance Plan. This plan is primarily focused on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

1.6.3 Recognized Holidays:[*State if the contractor is or is not required to perform services on holidays.*]

New Year’s Day Labor Day

Martin Luther King Jr.’s Birthday Columbus Day

President’s Day Veteran’s Day

Memorial Day Thanksgiving Day

Independence Day Christmas Day

1.6.4 Hours of Operation: The contractor is responsible for conducting business, between the hours of [*Insert the appropriate hours for your organization*] Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

1.6.5 Place of Performance: The work to be performed under this contract will be performed at [*Insert the place of performance, i.e., contractor facility or government facilities*].

1.6.6 Type of Contract: The government will award a (Type of contract to be determined by CCE and the customer).

1.6.7 Security Requirements: Contractor personnel performing work under this contract must have a [*Insert the level of security required, if applicable*] at time of the proposal submission, and must maintain the level of security required for the life of the contract.

1.6.7.1 PHYSICAL Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. *(Insert the following sentence, if performing in a government facility.)* At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.7.2 Key Control *(If applicable*). The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

1.6.7.2.1. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

1.6.7.2.2. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor’s employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

1.6.7.3 Lock Combinations *(If applicable)*.The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor’s Quality Control Plan.

1.6.8 Special Qualifications: [*Insert any special certification requirements for employees if deemed appropriate i.e.," The contractor is responsible for ensuring all employees possess and maintain current Information Assurance Technician (IAT) Level I professional certification during the execution of this contract."*]

1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.10 Contracting Officer Representative (COR): The (COR) will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

1.6.11 Key Personnel: The follow personnel are considered key personnel by the government: [*Insert the titles of the key personnel i.e., contract manager/Alternate contract manager, Systems Engineer, etc.*] The contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the contracting officer. The contract manager or alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between [*Insert the hours, i.e., 8:00 a.m. to 4:30p.m.*], Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons. Qualifications for all key personnel are listed below: [*Insert the qualifications for all key personnel, i.e., 1.6.12.1 Contract Manager and Alternate, 1.6.12.1.1 The Contract Manager and Alternate must have 24 semester hours in mathematical, engineering, and/or quantitative analysis courses; 15 or more years cost analysis experience; and familiarity with Defense Department Data Sources (e.g. cost and software data reporting, EVM), 1.6.12.2 Systems Administrator, 1.6.12.2.1 The Systems Administrator must have a high degree of expertise with the following systems/protocols: Microsoft Server 2000 and XP operation and administration, and Network Administration.*]

1.6.12 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. [*Indicate if contractor personnel will be required to obtain and wear badges in the performance of this service.*]

1.6.13 Contractor Travel *(If applicable)*: [*Insert any travel requirements.*]. *For example:* Contractor will be required to travel CONUS and within the NCR during the performance of this contract to attend meetings, conferences, and training. The contractor may be required to travel to off-site training locations and to ship training aids to these locations in support of this PWS. *Required language should travel be needed:* Contractor will be authorized travel expenses consistent with the substantive provisions of the Joint Travel Regulation (JTR) and the limitation of funds specified in this contract. All travel requires Government approval/authorization and notification to the COR. *For proposal purposes, a Not to exceed amount for travel can be established or you can include in your IGCE and the workload summary , a projected listing of travel locations to include frequency and number of persons required to travel so the offerors can provide pricing.*

1.6.14 Other Direct Costs *(If applicable)*: [*Insert what the other direct costs requirements will be. These costs must be preapproved by the contracting officer*] *For example:* This category includes travel (outlined in 1.6.13), reproduction, and shipping expenses associated with training activities and visits to contractor facilities. It could also entail the renting of suitable training venues.

1.6.15 Data Rights *(If applicable)*: The Government has unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

1.6.16 Organizational Conflict of Interest: Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI) as defined in FAR Subpart 9.5. The Contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The Contractor’s mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may effect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.17 PHASE IN /PHASE OUT PERIOD *(If applicable)*: To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have personnel on board, during the [*Insert the time period, i.e., sixty (60) day, thirty (30) day, etc.*] phase in/ phase out periods. During the phase in period, the Contractor shall become familiar with performance requirements in order to commence full performance of services on the contract start date.

**PART 2**

**DEFINITIONS & ACRONYMS**

(This section includes all appropriate terms and phrases for this PWS. The definition must be clear and concise, not ambiguous. Carefully consider each definition because they will be binding for the duration of this contract, unless modified. In addition, include a complete listing of all acronyms and words or phrases they represent.)

2. **Definitions and Acronyms:**

2.1. DEFINITIONS: [*List any terms used within the PWS that require further definition. At a minimum, insert the definitions provided below*].

2.1.1. CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

2.1.2. CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

2.1.3. CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4. DELIVERABLE. Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

2.1.5. KEY PERSONNEL. Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

2.1.6. PHYSICAL SECURITY. Actions that prevent the loss or damage of Government property.

2.1.7. QUALITY ASSURANCE. The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.8. QUALITY ASSURANCE Surveillance Plan (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

2.1.9. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.10. SUBCONTRACTOR. One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

2.1.11. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

2.1.12. WORK WEEK. Monday through Friday, unless specified otherwise.

2.2. ACRONYMS: [*List all acronyms used in the PWS and what they represent. At a minimum, insert the acronyms provided below*].

CO Contracting Officer

CONUS Continental United States (excludes Alaska and Hawaii)

COR Contracting Officer Representative

COTR Contracting Officer's Technical Representative

COTS Commercial-Off-the-Shelf

DFARS Defense Federal Acquisition Regulation Supplement

DMDC Defense Manpower Data Center

FAR Federal Acquisition Regulation

HIPAA Health Insurance Portability and Accountability Act of 1996

CO Contracting Officer

OCI Organizational Conflict of Interest

OCONUS Outside Continental United States (includes Alaska and Hawaii)

ODC Other Direct Costs

PIPO Phase In/Phase Out

POC Point of Contact

PRS Performance Requirements Summary

PWS Performance Work Statement

QA Quality Assurance

QAP Quality Assurance Program

QASP Quality Assurance Surveillance Plan

QC Quality Control

QCP Quality Control Program

TE Technical Exhibit

**PART 3**

**GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES**

*(This section should identify those items such as property, information and/or services that will be provided for the contractor’s use (without cost to the contractor) to allow them to provide the required services, such as materials, facilities, training, etc. Examples provided below.)*

**3. GOVERNMENT FURNISHED ITEMS AND SERVICES:**

3.1. Services *(If applicable)*: The Government will provide [*Insert the services that will be provided, i.e., may include personnel to assist with production set-up*].

3.2 Facilities *(If applicable)*: The Government will provide [*Insert what facilities will be provided, i.e., the necessary workspace for the contractor staff to provide the support outlined in the PWS to include desk space, telephones, computers, and other items necessary to maintain an office environment*].

3.3 Utilities *(If applicable)*: The Government will provide [*Insert what utilities will be provided, i.e., all utilities in the facility will be available for the contractor’s use in performance of tasks outlined in this PWS.*] *If utilities are furnished, the following is required:* The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

3.4 Equipment *(If applicable)*: The Government will provide [*Insert what equipment will be provided and/or what the contractor will have access to, i.e., scanners fax machines, printers, shipping crates, lighting and sound, etc.*]

3.5 Materials *(If applicable)*: The Government will provide [*Insert what materials will be provided, i.e., Standard Operating Procedures and Policies.*]

**PART 4**

**CONTRACTOR FURNISHED ITEMS AND SERVICES**

*(This section is used to identify the materials and equipment that the contractor must provide. Examples provided below.)*

**4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:**

4.1 General *(If applicable)*: The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.

4.2 Secret Facility Clearance *(If applicable)*: The contractor shall possess and maintain a SECRET facility clearance from the Defense Security Service. The Contractor’s employees, performing work in support of this contract shall have been granted a SECRET security clearance from the Defense Industrial Security Clearance Office. The DD 254 is provided as Attachment [*Insert the attachment number*].

4.3. Materials *(If applicable)*. The Contractor shall [*Insert what materials will be provided, i.e., furnish materials, supplies, and equipment necessary to meet the requirements under this PWS*].

4.4. Equipment *(If applicable)*. The Contractor shall [*Insert what equipment will be provided, i.e., furnish tractors, lighting and sound, containers, etc. to meet the requirements under this PWS*].

**PART 5**

**SPECIFIC TASKS**

*(This section is the heart of the PWS. All of the services to be performed under the contract should be described in sufficient detail here. This includes all general tasks required by the Government.)*

**5. Specific Tasks:**

5.1. Basic Services. The contractor shall provide services for [*Insert the services and/or tasks to be provided by the contractor*].

5.2. Task Heading. **(***If applicable) [Insert the specific task to be provided in sequential order, i.e.,5.2, 5.3, etc. by the contractor]*

**PART 6**

**APPLICABLE PUBLICATIONS**

*(In this section list any publications, manuals, and/or regulations that the contractor must abide by. See example provided below.)*

**6**. **Applicable Publications (Current Editions)** *(If applicable)*: *(In this section list any publications, manuals, and/or regulations that the contractor must abide by. See example provided below.)*

6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures. (For example, insert FAR, HHSAR clauses)

**PART 7**

**ATTACHMENT/TECHNICAL EXHIBIT LISTING**

*(Under this section list all attachments and technical exhibits that will be useful for the contractor to submit an appropriate proposal. )*

1. **Attachment/Technical Exhibit List:**
	1. Attachment 1/Technical Exhibit 1 *–* Performance Requirements Summary *(This document is required for every PWS. See attached example for format.)*

7.2. Attachment 2/Technical Exhibit 2 – Deliverables Schedule *(This document is required for every PWS. See attached example for format.)*

* 1. Attachment 3/Technical Exhibit 3 – Estimated Workload Data *(This document should be made available if historical data exists. See attached example for format.)*

# TECHNICAL EXHIBIT 1

**Performance Requirements Summary**

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

| **Performance Objective**(The Service required—usually a shall statement) | Standard | Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”) | **Method of Surveillance** |
| --- | --- | --- | --- |
| **PRS # 1.** The contractor shall provide [*Insert an objective that relates directly to a mission essential required item, i.e., analysis of NIH Business Process and Agency Operating Models and the PWS paragraph number, i.e*., PWS paragraph 5.5]­­­. | The contractor provided [*Insert the standard that should be followed, i.e, analysis of NIH Business Process and Agency Operating Model*]. | [*Insert the minimum acceptable level of service, i.e., No more than one customer complaint per report.*] | *[Insert the method of surveillance* *( see listing below) and who performs, i.e., Validated Customer Complaint received by COR.*] |
| **PRS # 2** *(See example provided in PRS 1.)* | *(See example provided in PRS 1.)* | *(See example provided in PRS 1.)* | *(See example provided in PRS 1.)* |
| **PRS # 3** *(See example provided in PRS 1.)*  | *(See example provided in PRS 1.)* | *(See example provided in PRS 1.)* | *(See example provided in PRS 1.)* |
| **PRS # 4** *(See example provided in PRS 1.)* | *(See example provided in PRS 1.)* | *(See example provided in PRS 1.)* | *(See example provided in PRS 1.)* |

*The following listing provides various types of Surveillance as examples to select from and should not be included on the final document:*

*Random Sampling: Appropriate for frequently recurring tasks. Evaluate randomly selected samples of the lot to determine the acceptability of the entire lot.*

*Random Inspection Guide, Method of surveillance, Lot size, Sample size, Performance requirement, Sampling procedure, Inspection procedure*

*100 Percent Inspection: Appropriate for tasks that occur infrequently. Inspect and evaluate performance each time task is performed*

*Periodic Surveillance: Evaluation of samples selected on other than 100% or statistically random basis. (i.e., monthly, quarterly, semi-annually etc.)*

*Validated Customer Complaint: Complaints must be validated.*

*NOTE: You may also identify any surveillance method used in the commercial market to survey the required service. (This will be discovered when market research is conducted).*

**TECHNICAL EXHIBIT 2**

**DELIVERABLES SCHEDULE**

*(This technical exhibit lists any reports or documentation that is required as a deliverable to include the frequency, # of copies, medium/format and who/where it is to be submitted. A deliverable is anything that can be physically delivered but may include non-physical things such as meeting minutes.* *Note: All PWS deliverables should be included in this exhibit.*)

| Deliverable | Frequency | # of Copies | Medium/Format | Submit To |
| --- | --- | --- | --- | --- |
| [*Insert the deliverable, i.e., the NIH Business Process and Agency Operating Models Report and the PWS paragraph number, i.e*., PWS *paragraph* 5.5*.*] | [*Insert how often it is to be provided, i.e., by the 5th of every month, within 30 days of contract award, etc.***]** | [*Insert the number of copies, i.e., 1 original and 2 copies, how often it is to be provided, i.e., by the 5th of every month, within 30 days of contract award, etc.***]** | [*Insert the medium/format that the deliverable is to be provided in, i.e.,* *paper (hard copy), CD in MS Word, DVD, Briefing Slides on CD, Excel Spreadsheet, etc.***]** | [*Insert where the deliverable is to be delivered, i.e., Name of Activity,**ATTN: POC, and Address.***]** |
| [*Continue to insert the deliverables in accordance with the example provided above.*] | [*Same as above.*] | [*Same as above.*] | [*Same as above.*] | [*Same as above.*] |
| [*Same as above.*] | [*Same as above.*] | [*Same as above.*] | [*Same as above.*] | [*Same as above.*] |
| [*Same as above.*] | [*Same as above.*] | [*Same as above.*] | [*Same as above.*] | [*Same as above.*] |

**TECHNICAL EXHIBIT 3**

**ESTIMATED WORKLOAD DATA**

*(This technical exhibit lists the historical workload data, i.e., the hours previously performed under the PWS by labor category. This workload data should be used to prepare the Independent Government Cost Estimate (IGCE), if available. Note: Based on the PWS, historical workload data can be provided in other formats, i.e., the volume of tasks order issued over a five year period, the number of users by locations requiring Information Technology Support, etc.*)

| ITEM | **NAME** | **ESTIMATED QUANTITY** |
| --- | --- | --- |
| **1** | [*Insert the Labor Category, i.e, Contract Manager, etc.*] | **\_\_\_\_\_\_\_\_** | [*Insert the number of hours, i.e., 200 HRs, etc.*] |
| **2** | [*Continue to insert the Labor Categories, using example provided above.*] | **\_\_\_\_\_\_\_\_** | [*Same as above.*] |
| **3** | [*Same as above.*] | **\_\_\_\_\_\_\_\_** | [*Same as above.*] |
| **4** | [*Same as above.*] | **\_\_\_\_\_\_\_\_** | [*Same as above.*] |
| **5** | [*Same as above.*] | **\_\_\_\_\_\_\_\_** | [*Same as above.*] |