

Performance Work Statement Template  
As of 23 April 2014

PERFORMANCE WORK STATEMENT (PWS)

*[Insert Title and Activity]*

**NOTE TO OUR CUSTOMERS: THIS TEMPLATE MUST BE TAILORED FOR YOUR AGENCY BY INCLUDING YOUR UNIQUE REQUIREMENTS, QUANTITIES FOR WORKLOAD, SPECIFIC SURVEILLANCE TECHNIQUES, ETC. ANY QUESTIONS REGARDING THIS TEMPLATE SHOULD BE ADDRESSED WITH YOUR ASSIGNED ACQUISITION TEAM. GENERAL INFORMATION IS PRESENTED IN BLUE ITALICS WITH PARENTHESIS BORDERS, WHILE FILL-IN GUIDANCE IS PRESENTED IN BLUE ITALICS WITH BRACKET BORDERS. PLEASE DELETE ALL BLUE ITALICS WHEN FINALIZING THE PWS.**

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].*

1.5 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*): Quality Control is the responsibility of the contractor. The contractor is responsible for the delivery of quality services/supplies to the Government (see FAR 52.246-1, Contractor Inspection Requirements).

The Contractor shall develop, implement and maintain an effective Quality Control System which includes a written Quality Control Plan (QCP). The QCP shall implement standardized procedure/methodology for monitoring and documenting contract performance to ensure all contract requirements are met. The Contractors' QCP must contain a systematic approach to monitor operations to ensure acceptable services/products are provided to the Government. The QCP, as a minimum, shall address continuous process improvement; procedures for scheduling, conducting and documentation of inspection; discrepancy identification and correction; corrective action procedures to include procedures for addressing Government discovered non-conformances; procedures for root cause analysis to identify the root cause and root cause corrective action to prevent re-occurrence of discrepancies; procedures for trend analysis; procedures for collecting and addressing customer feedback/complaints. The contractor shall upon request provide to the Government their quality control documentation. [*Insert when and how the QCP is to be delivered, i.e., within 30 days after contract award or with the contractor's proposal if it is an evaluation factor, three copies of a comprehensive written QCP shall be submitted to the KO and 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 their 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 a Government only document primarily focused on what the Government must do to assure that the contractor has performed in accordance with the requirements of the contract.

1.6.3 Federal Government Holidays: [*State if the contractor is or is not required to perform services on holidays.*] Consider the impact of a Presidential declared "Excused Absence" such as for Christmas Eve. When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

New Years Day	1st day of January
Martin Luther King Jr.'s Birthday	3rd Monday of January
Presidents Day	3rd Monday of February
Memorial Day	Last Monday of May
Independence Day	4th day of July
Labor Day	1st Monday of September
Columbus Day	2nd Monday of October
Veterans Day	11th day of November
Thanksgiving Day	4th Thursday of November
Christmas Day	25th day of December

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 the Contracting Office and the RA*).

1.6.7 Security Requirements: Contractor personnel (to include subcontractors) 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. The security requirements are in accordance with the attached DD Form 254, Department of Defense Contract Security Classification Specification (*The unit security monitor is responsible for initiating this form*).

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.

#### 1.6.7.1.1 Installation Physical Security

1.6.7.1.1.1. Contractor's must provide an access roster to Directorate of Emergency Services (DES), Physical Security Office of all employees monthly or when any personnel change occurs for access to Fort Polk. An access roster will also be furnished to the Security and Intelligence Division (S&ID), DPTMS quarterly or upon request. Access rosters must be forwarded to the vehicle registration office using a specific format electronically from a government computer.

1.6.7.1.1.2. A check of records through the National Crime Information Center (NCIC) Interstate Identification Index (III) is the Army minimum baseline background check for entrance onto Army installations for non-CAC holders to include entrance of visitors.

1.6.7.1.1.3. The contractor shall provide employees with company identification (ID) cards prior to their commencement of work. The ID format is subject to approval by the government. IDs shall be laminated and include the company's name, ID number, issue and expiration dates, employee name, job title and color photograph. Employees shall wear the ID on front exterior clothing, above the waist, when performing under the Performance of Work Statement (PWS)/Statement of Work (SOW)/Statement of Objectives (SOO) unless otherwise specified herein or approved by the government.

1.6.7.1.1.4. Physical Security Plan. The contractor shall address the physical security aspects associated with contract performance in government furnished facilities. The plan shall describe how the security plan shall prevent unauthorized access, vandalism, pilferage, larceny, sabotage, and arson directed toward contractor controlled facilities. A list of installation buildings for which the contractor shall be responsible shall be included in the plan. The contractor shall maintain an active security checklist for each facility under the contractor's control. The plan shall comply with the provisions of AR 190-11, AR 190-13, AR 190-51, DoD 5100.76(D), 5220.22(D) and the Fort Polk, Installation Physical Security Plan. This security plan will be reviewed annually by the DES to ensure regulatory requirements.

1.6.7.1.1.5. Information Systems Security Plan. The information systems security plan shall establish security procedures for all computer systems and communications utilized in the performance of this PWS/SOW/SOO. The plan shall conform to AR 25-1, AR 25-2, and AR 380-67.

1.6.7.1.1.6. Key Control Plan. The contractor's key control plan shall provide for government access, 24 hours a day, seven days a week, to all government-furnished facilities. The plan shall comply with AR 190-13 and AR 190-51.

1.6.7.1.1.7. The contractor shall ensure that its employees, performing under this contract that has access to government information systems receive annual Information Technology security training.

1.6.7.1.1.8. The contractor shall immediately notify the contracting officer when an employee terminates employment that has access to government information systems or data. The contractor shall ensure all common access cards issued to employees are returned to the government upon termination of employment and released employee names are to be stricken from rosters maintained by DES & S&ID immediately upon release.

#### 1.6.7.1.2 Installation Anti Terrorism /Force Protection (AT/FP)

1.6.7.1.2.1. Pursuant to DoD Instruction 2000.16, DoD Antiterrorism (AT) Standards, dated October 2, 2006, each contractor employee requiring access to a federally controlled installation, facility and/or federally controlled information systems shall complete AT Level I awareness training on an annual basis and receive a certificate of completion. The training is accessible from any computer and is available at <https://atlevel1.dtic.mil/at/>. The contractor is responsible for ensuring that all employees have completed antiterrorism awareness training and shall certify that their workforce has completed the training through the submission of certificates of completion to the Contracting Officer and the Contracting Officer's Representative (if appointed) within five working days after contract award or prior to access to a federally-controlled installation or information system.

1.6.7.1.2.2. In the event that the automated system at <https://atlevel1.dtic.mil/at/> not available (e.g., server problems), Level I AT Awareness Training can be provided by a qualified instructor. However, if the training is not completed online, the Level I AT Awareness instructor qualification must be coordinated with the installation Antiterrorism Officer or (installation security equivalent) and the resultant name(s) of approved instructors shall be provided the contracting officer or designee along with all associated cost or schedule impacts to the contract.

1.6.7.1.2.3. Antiterrorism performance (Level I AT Awareness Training attendance and compliance) may be documented as a performance metric under the resultant contract, and be part of past performance information in support of future source selections.

1.6.7.1.2.4. Access and General Protection/Security Policy and Procedures. Contractor and all associated subcontractor employees shall comply with applicable installation, facility, and area commander installation/facility access and local security policies and procedures (provided by government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by the Installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes. *(This standard language text is for contractor employees with an area of performance within an Army controlled installation, facility or area.)*

1.6.7.1.2.5. iWATCH Training. The contractor and all associated subcontractors shall brief all employees on the local iWATCH Program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct

employees to report suspicious activity to the COR. This training shall be completed with \_\_\_\_ calendar days of contract award and within \_\_\_\_ calendar days of new employees commencing performance with the results reported to the COR NLT \_\_\_\_ calendar days after contract award. *(This standard language is for contractor employees with an area of performance within an Army controlled installation, facility or area.)*

1.6.7.1.2.6. Contractor Employees Who Require Access to Government Information Systems. All contractor employees with access to a government information system must be registered in the Army Training Certification Tracking System (ATCTS) at the commencement of services, and must successfully complete the DOD Information Assurance Awareness Training prior to access to the information systems and then annually thereafter.

1.6.7.1.2.7. The contractor shall develop an OPSEC Standing Operating Procedure (SOP) or Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC Officer per AR 530-1, Operations Security. This SOP/Plan will include the Government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure this individual becomes OPSEC Level II certified per AR 530-1. *(This Standard language is for contracts that require an OPSEC Standing Operating Procedure or Plan.)*

1.6.7.1.2.8. Per AR 530-1, Operations Security, new contractor employees must complete Level 1 OPSEC Training within 30 calendar days of reporting for duty. All contractor employees must complete annual OPSEC Awareness Training. *(This Standard language is for contracts that require OPSEC Training.)*

1.6.7.1.2.9. All contractor employees and associated subcontractor employees must complete the DOD IA Awareness Training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DOD and Army training requirements in DODD 8570.01, DOD 8570.01-M, and AR 25-2 within six months of employment. *(This Standard language is for contracts that require Information Assurance (IA) and/or Information Technology (IT) Training.)*

1.6.7.1.2.10. Per DOD 8570.01-M, DFARS 252.239.7001, and AR 25-2, the contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DOD 8570.01-M must be completed upon contract award. *(This Standard language is for contracts that require Information Assurance (IA) and/or Information Technology (IT) Certification.)*

1.6.7.1.2.11. Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified "(Con)fidential," "(Sec)ret", or "Top (Sec)ret", and requires contractors to comply with - (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor. *(This standard language is for Contracts That Required Handling or Access to Classified Information.)*

### 1.6.7.1.3 Homeland Security Presidential Directive 12 (HSPD 12) Requirements

1.6.7.1.3.1 All personnel hired under this contract who do not require a security clearance must have a National Agency Check with Inquiries (NACI). The contractor will ensure new hires complete a Standard Form (SF) 85 or 85P as applicable through the Personnel Security Investigation Portal (PSIP) by initiating the process through the Security and Intelligence Division, DPTMS, (S&ID) no later than 14 days from the date of hire. Personnel who require a security clearance must be processed by their company Facility Security Officer (FSO) or company Security Manager. The contractor will comply with the rules outlined in Garrison Policy Memorandum #5, Issuance of Contractor Common Access Cards.

1.6.7.1.3.2. Instructions for completing the NACI process will be sent to the Project/Program Manager, Security Manager and the COR once the contract has been awarded and one of the above personnel notifies S&ID for the initiation. The contractor shall schedule fingerprinting appointments with S&ID. Personnel will not be able to work under this contract until the SF 85 or SF 85P has been submitted to PSIP as required. Personnel who do not receive a favorable NACI will not be allowed to perform services under this contract.

1.6.7.1.3.3. The Project/Program Manager, Security Manager, or the COR may request a computer waiver for those employees who will require immediate access to government information systems. The waiver can only be requested after the successful submission of a personnel investigation request (NACI) through PSIP. Waivers will be granted to employees that receive a favorable review of the investigation packet by the S&ID office and will only be valid for six months. At the termination date of the waiver, the Project/Program Manager, Security Manager, or the COR must follow up with the S&ID office to determine if the original investigation was adjudicated. At that time the S&ID office will re-evaluate the waiver and/or notify the NEC to remove LAN access. Packets that contain derogatory information on the initial review can result in the denial of a computer waiver.

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 are lost or improperly 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 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 Installation Access Control *(Use in all contracts that require access to the installation.)*

1.6.8.1 Access Control: Procedures for commercial vehicle access to Fort Polk are subject to change without prior notice. Current access information may be obtained by calling Physical Security (531-7756) / Visitor Control Center (531-0380).

1.6.8.2 Security Searches/Checks: Contractor and Contractor employees are subject to security searches/checks. Persons found in possession of firearms, ammunition, explosives, pyrotechnic devices, knives, other lethal weapons, or removing Government equipment, supplies, and/or food will be prosecuted and/or barred from the installation.

1.6.8.3 Compliance with Regulations: The Contractor and Contractor employees shall comply with all applicable Fort Polk regulations promulgated by the Commanding General, Fort Polk, LA, as well as all applicable Federal and State safety laws and security regulations. Applicable Post regulations including, but not limited to, fire, safety, sanitation, security, and firearms or other lethal weapons, will be made available to the Contractor upon request.

1.6.8.4 Instructions for Access: The following information is provided to assist in creating an access roster for personnel requiring access to Fort Polk.

1.6.8.4.1 Personnel without a Common Access Card (CAC), Rapid Gate Card or TWIC card can be escorted by a CAC/DoD ID holder if riding in the same vehicle. Those personnel will be expected to identify themselves with a state issued driver's license or ID. Otherwise, unescorted visitors must go to the Visitor Control Center (VCC) adjacent to the main gate located on Entrance Road to be vetted. There, the visitor will present their state issued drivers license. Once vetted, guests will be issued either a paper pass or a printed photo ID card for long term access not to exceed six months. Both the pass and the ID card will grant access at all Fort Polk Access Control Points. All personnel will still be required to be vetted through the Mobilisa handheld scanners.

1.6.8.4.2 Access Rosters: Personnel whose contracts exceed 180 days in duration are required to be processed for a CAC. Personnel whose contract is less than 180 days in duration will receive a personnel pass valid until the expiration of the contract or business venture date. Access Rosters are required to be submitted to the VCC for all contractor personnel. An example of an Access Roster can be provided by the VCC upon request. The roster is self explanatory, but at a minimum will contain the individual's name, SSN, date of birth, contract number, duration of visit, and point of contact for access.

1.6.8.4.3 Access Rosters MUST be submitted for the contractor by the appointed Contracting Officer's Representative (COR) or the designated Government Point of Contact. Any roster submitted by a commercial ISP (example @yahoo.com, @gmail.com, etc) will not be accepted and must be verified through the Physical Security Office (337) 531-7756.

1.6.9 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.")*

1.6.10 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, Post Award Orientation. The Contracting Officer, 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.

1.6.11 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, and specifications; monitor Contractor's performance and notify 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.

1.6.12 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., 1.6.11.1 Contract Manager and Alternate, 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), 1.6.11.2 Systems Administrator, 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.*]

1.6.13 Identification of Contractor Employees: The Contractor (to include subcontractors) shall provide each employee an Identification (ID) Badge, which includes at a minimum, the Company Name, Employee Name and a color photo of the employee. ID Badges for Key Personnel shall also indicate their job title. ID Badges shall be worn at all times during which the employee is performing work under this contract. Each Contractor (to include subcontractors) employees shall wear the ID Badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit. The Contractor (to include subcontractors) shall be responsible for collection of ID Badges upon completion of the contract or termination of employee. A listing of issued identification cards shall be furnished to the Contracting Officer prior to the contract performance date and updated as needed to reflect Contractor and Subcontractor personnel changes. 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. When prime contractor or subcontractor personnel send e-mail messages as a part of contract performance (or otherwise relating to contract matters), each sender shall include his/her name (both first and last names), E-mail address and the name of the individual's employer.

1.6.14 Supervision of Contractor Employees: The Government will not exercise any supervision or control over Contractor or subcontractor employees while performing work under the contract. Such employees shall be accountable solely to the Contractor, not the Government. The Contractor, in turn, shall be accountable to the Government for Contractor or subcontractor employees.



1.6.15 Contractor Travel *(If applicable)*: [*Insert any travel requirements.*]. *For example*: The Contractor will be required to travel CONUS and within the National Capital Region (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*: The 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.*

1.6.16 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 1.6.14), reproduction, and shipping expenses associated with training activities and visits to contractor facilities. It could also entail the renting of suitable training venues.

1.6.17 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.

1.6.18 Organizational Conflict of Interest: *(If applicable)*: 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 affect 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.

1.6.19 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.

1.6.20 Safety. Prior to commencement of work, the contractor shall provide to the Garrison Safety Office (GSO) a copy of their Site Specific Safety Plan that includes a completed Activity Hazard Analysis (AHA) of significant hazards and plan to control identified hazards. In this Safety Plan the contractor's Safety and Occupational Health Program shall be documented. The contractor shall report accidents/mishaps to the COR. The GSO and other Safety Personnel on post reserve the right to perform visual inspections of the contractor's and subcontractor's job site. Any non compliance or violations will

be reported to the COR. *(Confirm with Garrison or Installation Safety if this statement is applicable to the procurement or if additional Safety considerations and requirements should be addressed.)*

1.6.21 Emergency medical Treatment. Emergency medical treatment will be provided by the Bayne-Jones Army Community Hospital (BJACH) in order to prevent undue suffering or loss of life. Emergencies will be treated only during the period of emergency and appropriate action will be taken to discharge or transfer such patients as soon as the emergency period ends. Charges for medical care will be at the prevailing rate and at the Contractor's or Contractor employee's expense.

1.6.22 Fire Prevention. The Contractor shall comply with fire prevention practices as set forth by the National Fire Protection Association in the National Fire Code and JRTC & FP REG 420-5 entitled "Fire Prevention and Protection Program".

1.6.23 Removal of Contractor Personnel. The Government reserves the right to require removal of any Contractor personnel from the job site who endanger persons or property, or whose continued employment is inconsistent with the interest of military security. The Government also reserves the right to require the Contractor to remove from the job site, any employee found to be under the influence of alcohol, drugs or any other incapacitating agent or any employee involved in the theft of Government property. The removal from the job site of such personnel shall not relieve the Contractor of the requirement to provide personnel to perform services.

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. CONTRACT ADMINISTRATOR. The official Government representative delegated authority by the Contracting Officer to administer a contract. This individual is normally a member of the appropriate Contracting/Procurement career field and advises on all technical contractual matters.

2.1.2. CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or services to the Government. The term used in this contract refers to the prime.

2.1.3. 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.

2.1.4. 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.

2.1.5. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement.

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

2.1.7. GOVERNMENT-FURNISHED PROPERTY (GFP) OR GOVERNMENT PROPERTY (GP). Property in the possession of, or directly acquired by, the Government and subsequently made available to the Contractor.

2.1.8. 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.

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

2.1.10. QUALITY ASSURANCE. The Government procedures to verify that services being performed by the Contractor are acceptable in accordance with established standards and requirements of this contract.

2.1.11. QUALITY ASSURANCE SPECIALIST. An official Government representative concerned with matters pertaining to the contract administration process and quality assurance/quality control. Acts as technical advisor to the Contracting Officer in these areas.

2.1.12. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP). An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

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

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

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

2.1.16. WORK WEEK. Monday through Friday, except for Federal holidays 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].*

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CFR	Code of Federal Regulations
CMR	Contract Manpower Reporting
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DA	Department of the Army
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	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 (to include subcontractors) 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*]

5.3. **CONTRACTOR MANPOWER REPORTING (CMR)** The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the US Army via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>, and then click on “Department of the Army CMRA” or the icon of the DoD organization that is receiving or benefitting from the contracted services. Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), this runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk by clicking on “Send an email” which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component’s CMR website.

5.4 Contractor Vehicle and Equipment Operator Certifications and Licenses. (*If applicable*): IAW Department of Defense Directive (DODD) 4500.36-R, DoD contractor personnel shall comply with licensing requirements of the state and local motor vehicle laws. DoD contractor employees assigned to operate government-owned or government-leased equipment in the performance of this contract shall be certified, by the contractor and at the contractor’s expense, as being fully qualified to operate the vehicles or equipment to which they are assigned. The prime contractor shall document all operator qualifications and provide this documentation to the Contracting Officer or the designated Contracting Officer’s Representative (COR) before any contract employee engages in any mode of equipment operation. The Contracting Officer shall retain operator documentation in the contract file. The Contracting Officer’s Representative (COR) shall verify that all contractor equipment operators’ certifications to operate equipment are accurate.

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 (to include subcontractors) must abide by all applicable regulations, publications, manuals, and local policies and procedures. (For example, insert Army Regulation (AR) 25-2, Information Assurance or Army Regulation (AR) 530-1, Operations Security.)