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.

TEMPLATES: GENERAL INFORMATION IS PRESENTED IN BLUE ITALICS WITH PARENTHESIS () BORDERS, WHILE FILL-IN GUIDANCE IS PRESENTED IN RED ITALICS WITH BRACKET BORDERS []. PLEASE DELETE ALL GUIDANCE AND INSTRUCTIONS WHEN FINALIZING THE PWS.

1. PERFORMANCE WORK STATEMENT (PWS):

- 1.1. The PWS should state requirements in general terms of what (result) is to be done, rather than how (method) it is done. The PWS gives the Contractor maximum flexibility to devise the best method to accomplish the required result. The PWS must be written to ensure that all offerors compete equally. The U.S. Government must remove any features that could restrict a potential offeror. However, the PWS must also be descriptive and specific enough to protect the interests of the U.S. Government and to promote competition. The clarity and explicitness of the requirements in the PWS will invariably enhance the quality of the proposals submitted. A definitive PWS is likely to produce definitive proposals, thus reducing the time needed for proposal evaluation.
- 1.2. Preparing a PWS begins with an analytical process often referred to as a "job analysis." It involves a close examination of the agency's requirements and tends to be a "bottom up" assessment with "re-engineering" potential. This analysis is the basis for establishing performance requirements, developing performance standards, writing the performance work statement, and producing the quality assurance plan. Those responsible for the mission or program are essential to the performance of the job analysis.

2. **GENERAL INFORMATION**:

- 2.1. Style: Write in a clear, concise and logical sequence. If the PWS is ambiguous, Contractor may not interpret your requirements correctly and courts are likely to side with the Contractor's interpretation of the PWS.
- 2.2. Sentences: Replace long, complicated sentences with two (2) or three (3) shorter, simpler sentences. Each sentence should be limited to a single thought or idea.
- 2.3. Vocabulary: Avoid using seldom-used vocabulary, legal phrases, technical jargon, and other elaborate phrases.
- 2.4. Paragraphs: State the main idea in the first sentence at the beginning of the paragraph so that readers can grasp it immediately. Avoid long paragraphs by breaking them up into several, shorter paragraphs.
- 2.5. Language Use: Use active voice rather than passive.

- 2.6. State minimum requirements, qualifications, education, and experience: Ensure they are not overly restrictive so as to hinder competition. Do not mirror the credentials of incumbent Contractor staff.
- 2.7. Abbreviations: Define abbreviations the first time they are used, and include an appendix of abbreviations for large documents.
- 2.8. Using "shall": This word is used to specify that a provision is binding and usually references the work required to be done by the Contractor.
- 2.9. Using "will" or "may": These words express a declaration of purpose or intent of the Government.
- 2.10. Be careful using "any" or "either": These words clearly imply a choice in what needs to be done contractually. For instance, the word "any" means in whatever quantity or number, great or small, which leaves it at the discretion of the Contractor.
- 2.11. Ambiguity: Avoid the use of vague, indefinite, uncertain terms and words with double meanings. Ensure all documents mesh together so as to avoid conflicting information.
- 2.12. Do not use catch-all/open-ended phrases or colloquialisms/jargon: Examples of unacceptable phrases include "common practice in the industry," "as directed," and "subject to approval."
- 2.13. Do not use words like "direct the Contractor" or "as directed by the COR": Instead state compliance with PWS requirement and indicate the PWS section where it is mentioned. Only a KO can "direct" a Contractor.
- 2.14. Do not use words like "assist" or "support" when describing Contractor requirements: The Contractor does not assist the Government. Provide instead a clear set of specific tasks. Like-wise, do not use the word "support" unless the type of support is specifically identified. For example: The Contractor shall provide engineering support in the development of the resource forest active directory. The requirements in the PWS should indicate that the Contractor is to perform a specific task vice assisting the Government to perform that task. This does not mean the Contractor has responsibility for the full performance of the task.

DELETE FIRST TWO INSTRUCITONAL PAGES OF THIS PWS!

PERFORMANCE WORK STATEMENT (PWS) (MICC-FB (M) Template)

(Insert requirement title and your activity) Part I

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. Tailor this document to your specific requirement.)

- 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. The Contractor, in turn, shall be accountable to the Government for Contractor or subcontractor personnel.
- 1.1. <u>Description of Services/Introduction</u>: 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 (PWS), except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.
- 1.1.1. (Describe program goals, desired results to be achieved, interfaces that must be considered, and any previous problems that have been encountered (e.g., any known phenomena, techniques, methodology, or results of related work). Keep this section succinct and to the point.)
- 1.2. <u>Background</u>: [Insert history and/or background information on the services that are to be provided.]
- 1.3. Objectives: The basic service objective includes the following:
- 1.3.1. Provide <u>Insert a few bullets stating what the basic service objective is.</u>]
- 1.3.2. Provide ...
- 1.4. <u>Scope</u>: (This is a summary section that briefly describes the purpose of the current work and the desired outcome. It should also establish such general requirements as place of performance, normal work hours, applicability of Service Contract Act, etc.) Services include [Insert what is included in the services to be provided]. The Contractor shall accomplish [Insert what should be accomplished, if applicable].
- 1.4.1. [Include additional info as required]
- 1.5. <u>Period of Performance</u>: [State period of performance and option years, if applicable (i.e., The period of performance shall be for a one (1) Base Year period of 12 months and two (2) 12-month option periods; or for a one (1) month Phase-In Period, one (1) Base Year period of 11 months and two (2) 12-month option periods)]. (Select either previous language or language below; do not use actual dates)

Phase-In: [i.e., One (1) month, Two (2) Months, 30 days, etc.] Period

Base Year: [i.e., 11 months, 10 months, etc.] Period Option Years: [i.e., Two (2) 12 month] Option Periods

1.6. General Information

- 1.6.1. Quality Control: 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).
- 1.6.1.1. Quality Control Program: The Government is committed to a highly interactive relationship between quality control by the Contractor and quality assurance by the government recipient of services. This relationship shall be achieved through an effective Prevention Based Quality Control Program dedicated to ensuring the best possible products and services to end users. The Contractor shall provide their final written Quality Control Plan (QCP) no later than (NLT) [Insert when and how the QCP is to be delivered, i.e., within 10 days after contract award to the COR and KO] (if QCP is submitted with Contractors proposal DO NOT include the last sentence. If QCP is requested with Contractor's proposal, then it MUST be evaluated by the SSB).
- 1.6.1.1.1. The Contractor's quality program shall demonstrate its prevention-based outlook by meeting the objectives stated in the PWS throughout all areas of performance. The QCP shall be developed to specify the Contractor's responsibility for management and quality control actions to meet the terms of the contract. 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. [Insert any other minimum acceptable items applicable to your contract that the Contractor shall include in the QCP, i.e., metrics reporting, customer complaint program]
- 1.6.1.1.2. [Insert when and how, i.e., within 24 hours of completion, upon request from the COR], the Contractor shall provide, all reports generated as a result of the Contractor's quality control efforts. This shall include any summary information used to track quality control, including any charts/graphs.
- 1.6.1.1.3. The Contractor's QCP shall be incorporated into and become part of this contract after the plan has been accepted by the KO. Proposed changes made after KO acceptance shall be submitted in writing through the COR to the KO for review and acceptance prior to implementing any revision. The Contractor's QCP shall be maintained throughout the life of the contract and shall include the Contractor's procedures to routinely evaluate the effectiveness of the plan to ensure the Contractor is meeting the performance standards and requirements of the contract.
- 1.6.1.2. <u>Contractor Discrepancy Report (CDR)</u>: When the Contractor's performance is unsatisfactory, a CDR will be issued. The Contractor shall reply in writing within five (5) work days from the date of receipt of the CDR, giving the reasons for the unsatisfactory performance, corrective action taken, and procedures to preclude recurrence.

- 1.6.1.3. Quality Assurance: The Government will evaluate the Contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). 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).
- 1.6.2. Property Management System: (Applicable for requirements in which Government Furnished Equipment/Property/Material will be furnished to the Contractor) The Contractor shall establish a system to manage Government Furnished Equipment (GFE) [Property (GFP); Material (GFM)] in its possession to control, use, preserve, protect, repair and maintain. The Property Management System (PMS) must be adequate to satisfy the requirements of Property Management in accordance with (IAW) FAR clause 52.245-1 Government Property.
- 1.6.3. Recognized Federal Holidays: (Use the following sentence, if the Contractor is required to perform services on holidays) The Contractor is normally not required to perform services on recognized federal holidays. However, that requirement is subject to mission execution requirements. (Or, use the following sentence if the Contractor is not required to perform services on holidays). The Contractor shall not be required to perform services on recognized federal holidays. (Use for all). The recognized federal holidays include:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Independence Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

- 1.6.4. Hours of Operation: The Contractor shall be responsible for conducting business, between the hours of [Insert the appropriate hours for your organization (i.e, 7:30 AM 4:30 PM; do not use 0730 1630 hrs)] Monday through 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. (Insert the following sentence if requirement is not a firm fixed price contract). For other than firm fixed price contracts, the Contractor will not be reimbursed when the government facility is closed for the above reasons. (Use the following for all). The Contractor shall 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. No overtime (OT) or compensatory time (CT) is authorized. Contractor personnel shall not exceed a 40 hour work week; flexible work schedule may be considered.
- 1.6.5. <u>Place of Performance</u>: The work to be performed under this contract will be accomplished at [Insert the place of performance (i.e., Fort Dix; Contractor facility; or government facilities].
- 1.6.6. Security Requirements: (If applicable) Contractor personnel shall have a [Insert the level of security required and who is required to have it; must match the requirement's DD254] at time [Indicate by when (i.e., of the proposal submission; within 10 days of ____)], and must maintain the level of security required for the life of the contract. The security requirements are in accordance with the attached DD254. (The unit security monitor is responsible for initiating the DD254). Contractor personnel shall comply with all applicable security and safety regulations, guidance, and procedures, including local, referenced in this PWS and in effect at the work sites. All personnel must meet requirements IAW DODD 8570.

- 1.6.6.1. <u>Physical Security</u>: (*If applicable*) 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. <u>Key Control</u>: (*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. These procedures shall be included in the Contractor's QCP. 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 QCP. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately (*state time/days if necessary (i.e, within 30 minutes, within one (1) calendar day)* report any occurrences of lost or duplicate keys/key cards to the KO and COR.
- 1.6.7.1. In the event keys other than master keys are lost or duplicated, the Contractor shall, upon direction of the KO, 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. The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than Contractor's personnel. The Contractor shall prohibit the opening of locked areas by Contractor personnel to permit entrance of persons other than Contractor personnel engaged in the performance of assigned work in those areas, or personnel authorized entrance by the COR.
- 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.
- 1.6.8. Special Qualifications. (Include only those that apply, add special qualifications, and limit to 'minimum' needs (DO NOT include unnecessary or excess qualifications/requirements ultimately, tailor to your specific requirement).
- 1.6.8.1. General: (This subsection is applicable to ALL Contractor personnel).
- 1.6.8.1.1. The Contractor shall be responsible for ensuring all personnel performing work under this contract possess and maintain current certifications as indicated in PWS [1.6.6.]; security requirements during the execution of this contract.
- 1.6.8.1.2. Contractor personnel performing work under this contract shall be able to read, write, speak, and understand the English language to effectively carry out all contract requirements. They shall have a command of both the written and spoken English language to properly clearly, and effectively communicate in person or via electronic devices (telephone or Email) with coworkers, customers, and the general public.

- 1.6.8.1.3. Contractor personnel performing work under this contract shall be U.S. citizens unless the provisions of Army Regulation 25-2, Information Assurance have been fully completed and approval has been granted by the Government for the non-U.S. citizen to perform the required support.
- 1.6.8.1.4. (*If applicable*) Contractor shall be responsible for ensuring all personnel performing work under this contract possess and maintain current Information Assurance Technician (IAT) Level I professional certification during the execution of this contract.
- 1.6.8.1.5. (If applicable) Contractor personnel performing work under this contract shall read and sign a nondisclosure statement prior to performing work under this contract [state when and to whom this is being submitted to either here or in the Deliverables Schedule]. Performance of this contract may require the Contractor to access data and information proprietary to the government agency or of such a nature that its dissemination or use, other than in performance of this contract, would be adverse to the interest of the Government or others.
- 1.6.8.1,465. Access and General Protection/Security Policy and Procedures: All Contractor personnel performing work under this contract shall comply with applicable installation, facility and area commander installation/facility access, local security policies and security procedures provided by the Security Manager Government representative. Contractor personnel shall 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 personnel must comply with all personal identity verification requirements as directed by DoD, HQDA or local policies. In addition to the changes otherwise authorized by this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor and subcontractor security matters or processes.
- 1.6.8.1.76. (if applicable) Anti-Terrorism Program
- 1.6.8.1.76.1. The Contractor shall allow the Government to conduct periodic inspections to ensure adherence to access control procedures in accordance with DoD Anti-Terrorism Program. 5152.209-4000 DOD LEVEL I ANTITORRISM (AT) STANDARDS (FEB 2009).
- 1.6.8.1.76.2. Anti-Terrorism (AT) Level I Training. Contractor personnel performing work under this contract that require access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training within 30 calendar days after award of contract or effective date of incorporation of this requirement into the contract, whichever is applicable. The Contractor shall submit certificates of completion for each affected employee to the within 30 calendar days after completion of training by all Contractor personnel. AT Level I awareness training is available at the following website: https://atlevel1.dtic.mil/at
- 1.6.8.1.87. (if applicable) iWATCH Training. The Contractor shall brief all personnel performing work under this contract on the local iWATCH program [training standards provided by the requiring activity Anti Terrorism Office (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 within 30 calendar days of contract award and within 60 calendar days of new employees commencing performance of work under this contract, with the results reported to the COR NLT 45 calendar days after contract award.

1.6.8.1.8. (if applicable) Contractor personnel shall have a favorable National Agency Check (NAC) with inquiry in accordance with Security definition for personnel who occupy "ADP (Automated Data Processing) Sensitive" positions, as per AR 380-67, paragraph 3-601, "The Personnel Security Program." (indicate by when)

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- 1.6.8.2. Other Qualifications: (Limit to minimum requirements. Qualifications and experience for the Program Manager and Alternate Program Manager are listed separately under PWS subsection for Key Personnel). [Indicate if you have specific positions that require specific qualifications, experience, training, certifications, or degrees; however, ensure requirements are not overly restrictive or written to mirror the credentials of incumbent Contractor staff. If degree is required, indicate what discipline a degree must be in and if a substitution for degree requirement is authorized state what it is].
- 1.6.8.2.1. [Position]: [Qualifications][Experience][Training][Certifications][Degree & Discipline][Substitutions]. (Do not ask for resume.)
- 1.6.8.2.2. [Position]: [Qualifications] [Experience] [Training] [Certifications] [Degree & Discipline] [Substitutions].
- 1.6.9. <u>Post Award Conference/Periodic Progress Meetings</u>: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation (FAR) Subpart 42.5. The KO and/or COR may meet periodically with the Contractor to review the Contractor's performance. At these meetings the KO and/or COR 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 of appointment. 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 KO 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 contract.

1.6.11. Key Personnel:

1.6.11.1. The follow are considered key personnel by the Government: The Contractor shall provide a Program Manager (PM) *finclude other's if applicable]* who shall be responsible for the performance of the work under this contract. The name of this person, and an Alternate PM (APM), who shall act for the Contractor when the PM is absent, shall be designated in writing to the KO at the post award conference *[or state other time]*. The PM or APM shall have full authority to act for the Contractor on all contract matters relating to daily operation of this contract. The PM or APM shall be available between the hours of 7:30 AM to 4:30 PM, Monday

through Friday, except federal holidays or when the government facility is closed for administrative reasons. [Or state other time; be mindful not to exceed a 40 hour work week which may be considered as OT/CT; however, if you do have extended hours (i.e., 7:30 AM to 7:30 PM), you will need to reference PWS 1.6.4. Hours of Operation].

- 1.6.11.2. Qualifications for all Key Personnel: (Insert below the minimum qualifications for all key personnel if necessary to ensure quality contract services. Ensure requirements are not overly restrictive or written to mirror the credentials of incumbent Contractor staff. A PM is typically the only key personnel that is required.)
- 1.6.11.2.1. <u>Program Manager (PM)</u>: The PM shall meet or exceed the following minimum qualifications: [Include minimum qualifications, training, and experience requirements that are reasonable, relevant, and realistic. They should be specific enough to facilitate evaluation (i.e., The PM shall have a Bachelors Degree in Business Management; 15 years of management experience; and familiarity with ...)]. [Indicate if substitution for a degree is allowed]. The APM shall meet or exceed the same qualifications as the PM.
- 1.6.11.2.2. (Add titles of other key personnel if needed. Limit number of identified/specified key personnel to those Contractor positions that require highly specific skill, experience, or training and are truly essential for the successful accomplishment of work under the contract. Refrain from characterizing an excessive number of positions as key personnel).
- 1.6.12. Contractor Personnel: (This subsection applies to ALL Contractor personnel).
- 1.6.12.1. <u>Identification of Contractor Personnel</u>: All Contractor 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.
- 1.6.12.1.1. [Indicate if Contractor personnel will be required to obtain and wear badges in the performance of this service]. All Contractor personnel performing work under this contract shall obtain a Department of Defense (DoD) Common Access Card (CAC). [Indicate other government issued identification badges (i.e., DD Form 1466 Building Pass, DoD or FORSCOM/USARC Access badge)] The CAC [indicate other identification badges] shall be worn at all times, when performing work under this contract, to include attending government meetings and conferences. Unless otherwise specified in the contract, Contractor personnel shall wear the [indicate identification badges] in a conspicuous place on the front of exterior clothing and above the waist, except when safety or health reasons prohibit such placement or when being used for computer access.
- 1.6.12.1.2. Contractor personnel shall be required to obtain a CAC at least ten (10) *[or state other time period]* work days prior to start of base contract period *[or state another time period]* or prior to performance under this contract, whichever comes first.

- 1.6.12.1.3. The Contractor shall develop, maintain, and provide to the COR an updated roster which shall include names and positions of all Contractor personnel as well as indicating which employees were issued CAC or other forms of government identification cards. The Contractor shall submit initial roster to the COR within ten (10) calendar days after commencement of base period of performance *[or indicate other time; state what format]*.
- 1.6.12.1.4. The Contractor shall immediately report any lost CAC or government issued identification cards to the COR and Military and/or DoD police agencies. The Contractor shall immediately collect the CAC and other government issued forms of identification upon termination of employee, or at the end of the contract performance period. The CAC and other government issued forms of identification shall be returned to the COR within one (1) hour of employee termination, or at the end of contract performance period.
- 1.6.12.2. <u>Contractor Personnel Appearance and Performance</u>: It is essential that all Contractor personnel meet the highest standards of professionalism and personal integrity. The Contractor shall ensure their personnel do not perform work under the influence of alcohol, illegal prescribed drugs or any other incapacitating agents. Contractor personnel shall be neatly groomed and dressed in business casual attire to present a professional appearance at all times.
- 1.6.13. <u>Contractor Travel</u>: (If applicable) Contractor shall be required to travel CONUS during the performance of this contract to attend [i.e., 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 contract. (The following language is required if Contractor travel is authorized). 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 advanced approval/authorization by the COR [state when, number work days prior to requested travel date, format, and method for requesting approval/authorization]. (NOTE: For proposal purposes, a Not-to-Exceed amount can be established based on your Independent Government Cost Estimate (IGCE) for travel cost. Travel cost can be based on historical information, projected workload and projected listing of travel locations to include frequency and number of persons required to travel).
- 1.6.14. Other Direct Costs (ODC): (If applicable) Contract ODCs include [i.e., reproduction, shipping,] that are associated with [i.e., meetings, conferences, and training] IAW PWS [i.e., 5.##]. (NOTE: ODCs can be established based on your IGCE for ODCs. ODCs can be based on historical information and projected workload). The Contractor shall submit requests for ODCs (other than travel) to the COR via [state method and format] at least [state how many/number of] work days prior to need date [or state other time]. Contractor shall ensure all ODCs are pre-approved by the COR prior to expenditure of funds. Invoice submitted through Wide Area Workflow (WAWF) must clearly identify the specifics of the costs (e.g., who, what, where, when).

1.6.15. <u>Data Rights</u>: (*If applicable*) The Government and Contractor rights and obligations regarding the use, disclosure, or reproduction of data to be produced, furnished, acquired or used in meeting contract performance requirements are delineated in FAR Clause 52.227-14, Rights in Data - General *[or 52.227-15, Representation of Limited Rights Data and Restricted Computer Software]* (Check with your contract specialist to determine which is applicable). 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:

- 1.6.16.1. Purpose. To aid in ensuring that:
- 1.6.16.1.1. The Contractor does not obtain an unfair competitive advantage by establishing the ground rules for a future competition;
- 1.6.16.1.2. The Contractor's objectivity and judgment are not biased because of its present or future interests (financial, contractual, organizational, or otherwise) which relate to work performed under this contract; and
- 1.6.16.1.3. The Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public or proprietary information belonging to others.

1.6.16.2. Definitions.

- 1.6.16.2.1. The term "Contractor" herein used in section 1.6.16., Organizational Conflict of Interest, means: (a) the organization (hereinafter referred to as "it" or "its") entering into this agreement with the Government; (b) all business organizations with which it may merge, join or affiliate now or in the future and in any manner whatsoever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of it; (c) it's parent organization, if any and any of its present or future subsidiaries, associates, affiliates, or holding companies, and; (d) any organization or enterprise over which it has direct or indirect control now or in the future.
- 1.6.16.2.2. The term "proprietary information" for purposes of section 1.6.16., Organizational Conflict of Interest, means any information considered so valuable by its owners that it is held secret by them and their licensees. Information furnished voluntarily by the owner without limitations on its use, or which is available without restrictions from other sources, is not considered proprietary.
- 1.6.16.3. Organizational Conflicts of Interest Examples. The following examples illustrate situations in which organizational conflicts of interest may arise. These examples are not all inclusive.
- 1.6.16.3.1. Biased Ground Rules. This type of conflict may arise in situations where a company sets the ground rules for a future competition. For example, when a Contractor develops requirements then competes to provide products or services to satisfy those requirements, thus obtaining a competitive advantage.
- 1.6.16.3.2. Impaired Objectivity. This type of conflict may exist where a Contractor's obligations under a contract require objectivity, but another role of the Contractor casts doubt on its ability to be truly objective. An example of this type of conflict is where a Contractor's work under one contract entails evaluating itself, its affiliates, or its competitors under a separate contract.

- 1.6.16.3.3. Unequal Access to Information. This type of conflict may arise when a Contractor has access to nonpublic or proprietary information as part of its performance under a contract that gives it an unfair advantage in a competition for a later contract.
- 1.6.16.4. General Constraints. The provisions of FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, concerning organizational conflicts of interest govern this contract. Potential conflicts may exist in accordance with FAR 9.505-1, Providing Systems Engineering and Technical Direction, through 9.505-4, Obtaining Access to Proprietary Information. In this regard, the Contractor is responsible for identifying any actual or potential organizational conflicts of interest to the KO that arise as the result of performance under this contract. To avoid or mitigate a potential conflict related to performance under this contract, the KO will impose appropriate constraints such as the constraints discussed below. Since it is impossible to foresee all of the circumstances that might give rise to organizational conflicts of interest, the constraints discussed below are not all inclusive and the KO may impose constraints other than, or in addition to, the constraints listed below.
- 1.6.16.4.1. The Contractor agrees that if it provides, under a contract or task order or delivery order, systems engineering and technical guidance for systems and programs, but does not have overall contractual responsibility, it will not be allowed to be awarded a contract or task or delivery order to supply the system or any of its major components or be a subcontractor or consultant to a supplier of the system or any of its major components (FAR 9.505-1).
- 1.6.16.4.2. The Contractor agrees that if it prepares complete specifications for non-developmental items or assists in the preparation of work statements for a system or services under a contract or task order or delivery order, it will not be allowed to furnish these items, either as a prime Contractor, a subcontractor or as a consultant (FAR 9.505-2).
- 1.6.16.4.3. The Contractor agrees that it will neither evaluate nor advise the Government with regard to its own products or activities. The Contractor will objectively evaluate or advise the Government concerning products or activities of any prospective competitors (FAR 9.505-3).
- 1.6.16.4.4. The Contractor agrees that if it gains access to proprietary information of other companies, it will exercise diligent effort to protect such proprietary information from unauthorized use or disclosure (FAR 9.505-4). In addition, the Contractor agrees to protect the proprietary information of other organizations disclosed to the Contractor during performance of this contract with the same caution that a reasonably prudent Contractor would use to safeguard highly valuable property. The Contractor also agrees that if it gains access to the proprietary information of other companies it will enter into written agreements with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and to refrain from using the information for any purpose other than that for which it was furnished. The Contractor shall provide copies of such agreements to the KO.
- 1.6.16.4.5. If the Contractor, in the performance of this contract, obtains access to plans, policies, reports, studies, financial plans, data or other information of any nature which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the KO, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, or (b) release such information unless release is otherwise authorized under the contract or such information has previously been released or otherwise made available to the public by the Government.

- 1.6.16.5. Non-Disclosure Agreements. The Contractor shall obtain from each employee who has access to proprietary information under this contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary information received in connection with the work under this contract. The Contractor will educate its employees regarding the restrictions imposed by FAR 9.505-4, so that they will not use or disclose proprietary information or data generated or acquired in the performance of this contract, except as provided herein.
- 1.6.16.6. Training. The Contractor shall effectively educate its employees, through formal training, company policy, information directives and procedures, in an awareness of the legal provisions of FAR Subpart 9.5 and its underlying policy and principles, so that each employee will know and understand the provisions of that Subpart and the absolute necessity of safeguarding information from anyone other than the Contractor's employees who have a need to know, and the U.S. Government.
- 1.6.16.7. Subcontracts. The Contractor agrees that it will include the provisions in paragraphs 1.6.16.4., 1.6.16.5., and 1.6.16.6. above and this paragraph in consulting agreements, teaming agreements, and subcontracts of all tiers, which involve access to information or the performance of services described in paragraph 1.6.16.4. above. The use of section 1.6.16., in such agreements, shall be read by substituting the word "consultant" or "subcontractor" for the word "Contractor" whenever the latter appears.
- 1.6.16.8. Additional Constraints. (*If applicable*) If this contract provides for the issuance of task or delivery orders, such orders may impose additional requirements and/or restrictions relating to 1.6.16., to include the requirement for the Contractor and its subcontractors and employees to furnish the Government with written non-disclosure agreements or statements of no conflict of interest. With regard to any proposal submitted by the Contractor, in response to a Request for Task or Delivery Order Proposal, by submitting its proposal the Contractor represents that it has disclosed to the KO, prior to the issuance of the task or delivery order, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR Subpart 9.5.
- 1.6.16.9. Conflicts Involving Future Procurements. The award of this *[contract, task or delivery orders issued under this contract]*, government taskings or acquiescence in the Contractor's performance of services hereunder shall not constitute or be interpreted as a determination that the Contractor is eligible to participate in future procurements, developmental efforts, implementation efforts, or related activities. Only the KOs for such efforts, applying the rules, principles, and procedures of FAR Subpart 9.5, have the authority to determine whether a conflict exists, in connection with such procurements.
- 1.6.16.10. Representations and Disclosures.
- 1.6.16.10.1. The Contractor represents that it has disclosed to the KO, prior to award of this contract, all facts relevant to the existence or potential existence of organizational conflict of interest as that term is used in FAR Subpart 9.5.
- 1.6.16.10.2. The Contractor represents that if it discovers an organizational conflict of interest or potential conflict of interest after award of this contract, a prompt and full disclosure shall be made in writing to the KO. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to avoid or mitigate such conflict.

1.6.16.11. Remedies and Waiver.

- 1.6.16.11.1. For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with section 1.6.16., the Contractor discovers and promptly reports an organizational conflict of interest (or the potential thereof) subsequent to contract award, the KO may terminate this contract *[or any task or delivery order issued under this Contract]* for convenience, if such termination is deemed to be in the best interest of the Government.
- 1.6.16.11.2. The parties recognize that this clause has potential effects, which will survive the performance of this contract, and that it is impossible to foresee each circumstance to which it might be applied in the future. Accordingly, the Contractor may at any time seek a waiver from the cognizant KO by submitting a full written description of the requested waiver and the reasons in support thereof (FAR 9.503).
- 1.6.17. <u>Phase-In/Phase-Out Periods</u>: (If applicable) (NOTE: Coordinate incumbent and new Contractor's Phase-In/Phase-Out Plan. The incumbent Contractor is typically required to be performing the contracted services, whereas the new Contractor is using the phase-in period to get prepared to take over the contract, once the base period of performance commences. Do not use statements such as: "Phase-In Plan is submitted with offeror's proposal").
- 1.6.17.1. <u>Phase-In</u>: To minimize any decreases in productivity and to prevent possible negative impact on additional services, the Contractor shall have all key personnel *[typically only key personnel are required; however, you may indicate others if needed]* on board, during the month *[or indicate other period]* phase-in period. During the phase-in period, the Contractor shall become familiar with performance requirements, in order to commence full performance of services on the start of the base period of performance *[or state other period]*. The Contractor shall *[i.e., obtain their CAC or other form of government identifications, any specific government training, conducting inventory and transfer of GFP/GFE/GFM]* during the phase-in period.
- 1.6.17.2. Phase-Out: Prior to the completion of this contract, an observation period shall occur, at which time team management personnel of the incoming Contractor may observe operations. This will allow for orderly turnover of facilities, equipment, and records and will help to ensure continuity of services. The Contractor is ultimately responsible for performing full services IAW the contract, during the phase-out period, and shall not defer any requirements for the purpose of avoiding responsibility or of transferring, such responsibility to the succeeding Contractor. The outgoing Contractor shall fully cooperate with the succeeding Contractor and the Government, so as not to interfere with their work or duties.
- 1.6.17.2.1. To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have all personnel on board during the phase-out period. The Contractor shall be prepared to transition the work load to the newly selected Contractor during the thirty (30) *[or state other period]* day phase-out period, which will occur at the end of the period of performance of the contractual effort.
- 1.6.17.2.2. Phase-Out Plan. The Contractor shall develop a phase-out plan to affect a smooth and orderly transfer of contract responsibility to a successor. The plan shall fully describe the Contractor's approach to the following issues, at a minimum: *(include those that apply)*

Inventories and turn-over of government property; removal of Contractor property; reconciliation of all property accounts; turn-in of excess property; data and information transfer; clean-up of Contractor work areas; and security debriefings in accordance with AR 380-5 for incumbent personnel holding security clearances; and any other actions required to ensure continuity of operations. The Contractor shall provide the plan to the COR thirty (30) days *[or state other period]* before the phase-out period commences.

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 <u>contract is</u> modified. In addition, include a complete listing of all acronyms and words or phrases they represent).

2. **DEFINITIONS AND ACRONYMS:**

- 2.1. <u>DEFINITIONS</u>: (List any terms used within the PWS that require further definition. At a minimum, insert the definitions provided below, unless otherwise indicated).
- 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 (KO). A person with authority to enter into, administer, and/or terminate contracts, and to 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. CONTRACTOR PERSONNEL. Contractor and subcontractor employees performing working under this contract.
- 2.1.5. DEFECTIVE SERVICE. A service output that does not meet the standard of performance associated with the Performance Work Statement (PWS).
- 2.1.6. DELIVERABLE. Anything that can be physically delivered, but may include non-physical things, such as meeting minutes or reports.
- 2.1.7. FACILITY CLEARANCE. (*If applicable*) A facility clearance (FCL) is an administrative determination that, from a national security standpoint, a facility is eligible for access to classified information at the same or lower classification category as the clearance being granted. The FCL may be granted at the Confidential, Secret, or Top Secret level. The FCL includes the execution of a Department of Defense Security Agreement (DD Form 441). Under the terms of the agreement, the Government agrees to issue the FCL and inform the Contractor as to the security classification of information to which the Contractor will have access. The Contractor, in turn, agrees to abide by the security requirements set forth in the National Industrial Security Program Operating Manual, commonly referred to as the NISPOM.
- 2.1.8. GOVERNMENT-FURNISHED PROPERTY (GFP) OR GOVERNMENT PROPERTY (GP). (If applicable) [i.e., Equipment (GFE) and/or Material (GFM)]. Property [i.e., Equipment, Material] in the possession of or directly acquired by the Government and subsequently made available to the Contractor.

- 2.1.9. KEY PERSONNEL. Contractor employees who are critical for achieving PWS objectives. Key personnel shall meet position qualification and experience requirements indicated in the PWS. When key personnel qualifications are used as an evaluation factor in "Best Value" procurement, the Contracting Officer is the only one authorized to concur with key personnel replacement after award of the contract. When proposed key personnel resumes are used as an evaluation factor in best value procurement, a letter of commitment may be required from the individual whose resume is provided.
- 2.1.10. PERFORMANCE PREQUIREMENT SUMMARY (PRS). A listing of the service outputs under the contract that are to be evaluated by the COR on a regular basis, the surveillance methods to be used for these outputs, and the performance requirement of the listed outputs.
- 2.1.11. PHYSICAL SECURITY. Actions that prevent the loss or damage of government property.
- 2.1.12. PROPERTY ADMINISTRATOR (PA). (*If applicable*) The authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to government property in the possession of a Contractor.
- 2.1.13. PROPERTY MANAGEMENT SYSTEM. (*If applicable*) System established by the Contractor that is used to manage GFP/GFE in its possession to control, use, preserve, protect, repair, and maintain.
- 2.1.14. QUALITY ASSURANCE. A planned and systematic pattern of all actions necessary to provide confidence that adequate technical requirements are established; products and services conform to established technical requirements; and satisfactory performance is achieved. For the purposes of this document, quality assurance refers to actions by the Government.
- 2.1.15. QUALITY ASSURANCE SURVEILLAND PLAN (QASP). The Government's organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.
- 2.1.16. QUALITY CONTROL. All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.
- 2.1.17. SUBCONTRACTOR. One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.
- 2.1.18. WORK DAY. The length of time during a day in which the Contractor provides services, in accordance with the contract.
- 2.1.19. WORK WEEK. Monday through Friday, unless otherwise specified.
- 2.2. <u>ACRONYMS</u>: (List all acronyms used in the PWS and what they represent. At a minimum, insert the definitions provided below, unless indicated otherwise.)

AFARS Army Federal Acquisition Regulation Supplement

AR Army Regulation

CCE Contracting Center of Excellence (if applicable)

CFR Code of Federal Regulations

CONUS Continental United States (excludes Alaska and Hawaii)

COR Contracting Officer Representative COTS Commercial-Off-the-Shelf (if applicable)

DA Department of the Army

DD250 Department of Defense Form 250 (Receiving Report)

DD254 Department of Defense Form 254 DD1466 Building Pass (if applicable)

DFARS Defense Federal Acquisition Regulation Supplement DMDC Defense Manpower Data Center (if applicable)

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 Plan
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 facilitate 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., personnel to assist with production set-up; access to government network services, information technology systems, and other data collection equipment/software, as required for performance of contract requirements)].
- 3.2. Facilities: (*If applicable*) The Government will provide the Contractor PM with office space at [indicate where]. The APM shall occupy the same PM office space while performing duties as the PM. [Also indicate if additional facility workspace will be provided for other Contractor staff. If requirement encompasses several sites, recommend adding information as a Technical Exhibit in chart format].
- 3.3. Utilities: (If applicable) The Government will provide [i.e., all utilities in the facility to the Contractor for their use in performing tasks outlined in this PWS]. (The following is required if utilities are provided). The Contractor shall instruct all 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, telephones, and computers)].
- 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. <u>CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES</u>:

- 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; facility clearance required when Contractor to perform at their site. Secrete Clearance is a form of an 'individual's clearance level). 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 DD254 is provided as Technical Exhibit [indicate #].
- 4.3. Materials: (*If applicable*) The Contractor shall provide *[i.e, materials, supplies, and equipment]* necessary to meet the requirements under this PWS.
- 4.4. Equipment: (If applicable) The Contractor shall provide [i.e., tractors, lighting and sound, containers] necessary 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	e services	and/or	tasks t	0
be provided by the O	Contractor].						

- 5.1.1. <u>(Include additional information)</u>
- 5.1.1.1. (Include additional information)
- 5.2. [Insert specific high level objective headings (i.e., Identify User Requirement Specifications, Develop a Change Management System, Develop a Training Program). (See guidance in developing tasks as they relate to the overall objectives).
- 5.2.1. [Include task and any subtasks as applicable; separate each one task [i.e., 5.2.1, 5.2.2, 5.2.3,] (Develop user requirement specification documentation).
- 5.2.1.1. [Include standard[s] to above task] (Complete, accurate and delivered per schedule milestone).
- 5.2.1.2. [Include any additional descriptive information as necessary to above task] (User requirements analysis and development shall be executed by working with all impacted groups).
- 5.2.2. [Include task and any subtasks as applicable] (User requirements shall be documented per reg ###).
- 5.2.2.1. [Include standard[s] to above task] (User requirement documentation is in compliance with reg. ###).
- 5.2.2.2. [Include any additional descriptive information as necessary to above task] (User requirements are living documents and should be maintained current and include revisions per any approved and implemented changes).







REQUIREMENTS ROADMAP WORK SHE

NTS pws_checklist.docx

PWS checklist.xlsx

5. [#]. CONTRACTOR MANAGEMENT REPORTING (CMR): (Applies only to Army Customers). The Contractor shall report ALL Contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [title of requirement] 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), which 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."

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. <u>APPLICABLE PUBLICATIONS (CURRENT EDITIONS)</u>: (If applicable)

6.1. The Contractor shall abide by all applicable regulations, publications, manuals, and local policies and procedures. *(List in alphabetical/numerical order – See sample below)*.

AR 25-2 Information Assurance AR 530-1 Operations Security (OPSEC)

PART 7 TECHNICAL EXHIBIT LISTING

(Under this section, list all attachments and technical exhibits to the PWS that will be useful for the Contractor to submit an appropriate proposal:

- Through preliminary research and acquisition planning, the acquisition team should already have screened potentially relevant and necessary directives (e.g., the Government, DoD, and federal agencies). If only a portion of a directive is pertinent, do not reference or include it in its entirety. Instead, excerpt only required parts of the directive into the PWS. Consider that the number of directives referenced should be few and should be restricted to those necessary as sources of such vital information as task descriptions, quality standards, and statutory or regulatory limitations.
- Many undesirable consequences can result from excessive or inappropriate application of directives, such as confusion or error due to conflicting guidance or unintentional direction buried within the document. If the Government specifies "how to perform," even within the context of one (1) or more published documents, it then assumes outcome responsibility.
- Any essential document referenced in the solicitation should be furnished either with the solicitation or made available at a specified location noted in the solicitation. Remember to include the date or version of each document.

NOTE: The PWS is an Attachment to the solicitation document, whereas all other documents are considered Technical Exhibits to the PWS. See examples below).

7. Attachment/Technical Exhibit List:

7.1. Technical Exhibits:

Technical Exhibit 1	Performance Requirements Summary (This document is required for every PWS)	
Technical Exhibit 2	Deliverables Schedule (This document is required for every PWS)	
Technical Exhibit 3	Site Locations (If applicable)	
Technical Exhibit 4	Government Furnished Property (If applicable)	
Technical Exhibit 5	Wage Determinations (If applicable due to numerous sites; contract	
	specialist will compile)	
Technical Exhibit 6	Estimated Workload Data (This document should be made available if	
	historical data exists)	

 $(NOTE: Order\ of\ Technical\ Exhibits-Those\ that\ are\ to\ be\ used\ solely\ for\ offer's\ proposal\ purposes\ should\ be\ listed\ last).$