**Performance Work Statement**

**For**

**[enter requirement title here]**

1. **Background:**

Provide any applicable background information on the requiring command / specific office / program that the contractor will be supporting. May include mission of the specific program or command, any applicable directives, documents, or laws that affect this requirement, who this requirement affects, etc. (any background info you believe is necessary for contractors to know about this requirement)

1. **Scope/Objectives:**

Provide a summary/general scope of what this requirement calls for, who it is supporting, can be an overall objective of what they will be working towards, or the kind of support that’s required. (i.e. “Financial audit support services providing XXXX support services to HQMC, P&R, XX division. Tasks include providing X, X, and X support. Overall objective of this support is to enable the USMC to be FIAR compliant by FYXX”)

1. **Tasks:**

This is where the bulk of the PWS typically is. List and describe the different task areas the Contractor will be supporting and this is where you get into the detail about what they will required to perform under each task. Can include subtasks if needed. Include different responsibilities, deliverables for each task, and who each task will be supporting.

1. **Deliverables:**

Need a deliverables table that sets the requirements for what/how/who/when we expect deliverables (Services contracts are required to be “performance-based” and one of the ways we can measure contractor performance is by deliverables- DoD doesn’t want us to pay contractors for just hours worked and not be able to get anything tangible out of the contract to show- this is why we have the Performance Requirements Summary (PRS) as an attachment to the PWS which sets performance standards (typically based on deliverables) and incentives/penalties that enables us to hold contractors accountable for their performance based upon these standards). Example of deliverables table below:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Deliverable | PWS Reference | Format | Submit to: | Due Date |
| Name of deliverable | Section in PWS where deliverable is discussed (Task 1, Task 2, etc.) | (Word/Excel/etc.) | Who should they submit it to? (usually the COR) | A certain date, annually, monthly, weekly, etc. |
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1. **Key Personnel / Personnel Requirements *(if applicable)***

Identify Key Personnel Labor Categories. Include a description of their role on the PWS requirements, what they will be responsible for. Include any applicable Minimum Education/ Experience/ Certification / security clearance requirements.

Personnel (non-key)- identify any general personnel requirements for anyone supporting this contract (i.e. fluent in english, six sigma certified, minimum associates degree, proficient in microsoft word/excel, etc.)

Key Personnel Substitution Language (I have standard language to insert).

1. **Place of Performance**

Designate where performance will take place for this requuirement. Example: Primarily at the Contractor’s facility or at the Government location (if gov’t location- provide location). Detail any potential travel required (estimate # of trips/location/personnel per trip).

1. **Period of Performance**

The period of performance shall be XXXXXXXX. (example: one (1) year Base Period and four (4), one-year Options Periods, if exercised.)

|  |  |  |  |
| --- | --- | --- | --- |
| Period of Performance | Length | Date of Commencement | Date of Completion |
| Base Period | One (1) Year | \*insert start date here\* | \*insert end date here\* |
| Option period One | One (1) Year | \*insert start date here\* | \*insert end date here\* |
| Option Period Two | One (1) Year | \*insert start date here\* | \*insert end date here\* |
| Option Period Three | One (1) Year | \*insert start date here\* | \*insert end date here\* |
| Option Period Four | One (1) Year | \*insert start date here\* | \*insert end date here\* |

Any specific work hours? (i.e. Contractors required to work 40 hours/week M-F, excluding holidays, acceptable work hours are between XXX – XXX M-F)

1. **Equipment available for contractor use**

Detail what equipment (if any) will be made available for contractor use. If we will be providing them a workstation, detail that here, along with anything we will be providing them (i.e., computer, phone, printer, scanner, etc.).

1. **Security Requirements**

Detail any security requirements that apply to this requirement. If security clearances are needed, included for whom and at what level. Facility clearance? Personnal clearances? Any security directives apply? Special access to systems / buildings? We’ll reference the DD254 (which is provided as an attachment to the PWS) under this section. If the Contractor is working on a Government Installation, include any applicable requirements. (we have standard language about identifying themselves as contractors, etc.)

1. **Travel Reimbursement *(if travel is required under this contract)***

Standard travel reimbursement language:

Contractor Request and Approval of Travel:

The Contractor will coordinate travel arrangements with the Contracting Officer's Representative (COR).

Any travel under this contract must be specifically requested in writing by the Contractor and approved by the Contracting Officer’s Representative (COR), prior to incurring any travel expense. The Contractor shall submit the written request to the COR at least five days in advance. The travel request shall include as a minimum, the following:

* Contract number
* Date, time, and place of proposed travel
* Purpose of travel and how it relates to the contract
* Contractor’s estimated cost of travel with a breakdown of the estimated costs of transportation, lodging, meals, and incidentals; and
* Name(s) of individual(s) traveling.

The COR shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the Contractor.

Travel Reimbursement: The Contractor shall adhere to the following travel regulations (see FAR 31.205-46):

* Federal Travel Regulations (FTR) – Prescribed by the General Services Administration, for travel in the contiguous United States.
* Joint Travel Regulations (JTR), Volume 2, DoD Civilian Personnel, Appendix A. Prescribed by the Department of Defense for travel in Alaska, Hawaii, and outlying areas of the United States.
* Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State for travel in areas not covered in the FTR or JTR.

The Contractor will not be reimbursed for travel expenses unless audited records for transportation contain evidence, such as original receipts, substantiating actual expenses incurred for travel.

The contract includes a not-to-exceed funding limitation for travel costs. When the Contractor expects total funding expended for reimbursable travel to reach 85 percent of the total funds available on the travel CLIN, the Contractor shall notify the Contracting Officer and the COR and any other Government official identified by the Contracting Officer. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the task order. The Contractor shall not exceed or incur costs that exceed the amount of funding stated on the reimbursable travel CLIN. The Government is not obligated to reimburse the Contractor for otherwise reimbursable travel in excess of the funded amount stated on the reimbursable travel CLIN.

The Contractor is not obligated to continue performance of any reimbursable work under this Contract or otherwise incur costs for reimbursable travel in excess of the funded amount stated on the reimbursable travel CLIN unless the Contracting Officer notifies the Contractor in writing that the funded amount stated under the applicable reimbursable travel CLIN has been increased. In the event notification is made orally, such notification shall be followed up in writing within two working days.

No notice, communication, or representation from any person other than the Contracting Officer shall affect the Government’s obligation to reimburse the Contractor.

Change orders shall not be considered an authorization to exceed the funded amount stated under the reimbursable travel CLIN unless they contain a statement expressly increasing the funded amount of that reimbursable CLIN by a sufficient amount to cover the change order.

1. **Other**

Any other applicable requirements that need to be included. Example: Any data/software/intellectual property rights language needed?

1. **List of Attachments**

Include any attachments. Examples might include:

* DD254 (security classification form)
* deliverables table (if it’s really extensive/long)
* wage determinations (if applicable)
* performance requirement summary (PRS) (part of the QASP)