PERFORMANCE-BASED WORK

STATEMENT (PWS)

**FOR**

**(REQUIREMENT NAME)**

**(ORGANIZATION OFFICE SYMBOL)**

**(DATE)**

**16 September 2005**

**PERFORMANCE-BASED WORK STATEMENT**

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1. **DESCRIPTION OF SERVICES**. The contractor shall provide all management, tools, supplies, equipment, and labor necessary to operate and maintain (INSERT SPECIFIC REQUIREMENTS.)

1.1. BASIC SERVICES.

1.2. SPECIAL REQUIREMENTS.

2. **SERVICES SUMMARY**.

|  |  |  |
| --- | --- | --- |
| Performance Objective | SOW Para  | Performance Threshold |
| (Service Required) | (Corresponding Para) | (This is a standard to determine if the service is acceptable or unacceptable use a percentage or number of deviations per month) |

3. **GOVERNMENT FURNISHED PROPERTY AND SERVICES**. (LIST GOVERNMENT FURNISHED PROPERTY/SERVICES/EQUIPMENT, ETC.)

4. **GENERAL INFORMATION**.

4.1 Security Requirements. (NOTE: USE ONLY APPLICABLE PORTIONS OF THE PARAGRAPHS BELOW. ALLOW SUFFICIENT TIME BETWEEN CONTRACT AWARD AND CONTRACT START DATE TO COVER THE SECURITY CLEARANCE PROCESSING TIMES.)

4.1.1. The contract administrator shall complete a "Request for Identification Credential (AFMC Form 496)" for each employee of the contractor requiring access to Hill AFB. The requests shall be submitted to Pass and Registration (South or West Gate Visitors Center).

4.1.2 The contract administrator shall complete an “Unescorted Entry Authorization Certificate” (AF Form 2586) for each employee requiring entry into controlled areas. The request shall be submitted to Pass and Registration (Gates Visitor Center).

4.2 **QUALITY CONTROL**.

4.2.1. Quality Control Program. In compliance with the clause entitled “Inspection of Services”, 52.246-4, the contractor shall establish a complete Quality Control Program to ensure the requirements of this contract are provided as specified. (NOTE: THE GOVERNMENT WILL ASK FOR THE ORIGINAL COPY OF THE QUALITY CONTROL PLAN AT THE PREAWARD SURVEY (OR AS A PART OF THE TECHNICAL PROPOSAL IN NEGOTIATED CONTRACTS) AS A PRECONTRACT REQUIREMENT. SUBMISSION OF THE ORIGINAL COPY SHOULD NOT BE MENTIONED HERE, BUT SHOULD BE SHOWN IN A SOLICITATION PROVISION AS A REQUIRED PREAWARD SURVEY OR TECHNICAL PROPOSAL SUBMISSION.) The contracting officer will notify the contractor of acceptance or required modifications to the plan before the contract start date. The contractor shall make appropriate modifications (at no additional costs to the government) and obtain acceptance of the plan by the contracting officer before the start of the first operational performance period. (NOTE: AMEND THE TIMES FOR SUBMISSION AS APPROPRIATE FOR THE ACQUISITION; THE TIMES MUST ALLOW FOR ACCEPTED PLAN BEFORE THE FIRST DAY OF THE FIRST OPERATIONAL PERFORMANCE PERIOD UNLESS THE CHIEF OF THE CONTRACTING OFFICER AND THE FUNCTIONAL DIRECTOR/FUNCTIONAL COMMANDER HAVE MADE A WRITTEN DETERMINATION FOR THE CONTRACT FILE THAT THE URGENCY OF CONTRACT START PRECLUDES ACCEPTANCE OF THE PLAN BEFORE THE FIRST DAY OF THE FIRST OPERATIONAL PERFORMANCE PERIOD).

4.3 **QUALITY ASSURANCE**. The government will periodically evaluate the contractor’s performance by appointing a representative(s) to monitor performance to ensure services are received. The government representative will evaluate the contractor’s performance through intermittent on-site inspections of the contractor's quality control program and receipt of complaints from base personnel. The government may inspect each task as completed or increase the number of quality control inspections if deemed appropriate because of repeated failures discovered during quality control inspections or because of repeated customer complaints. Likewise, the government may decrease the number of quality control inspections if merited by performance. The government will also investigate complaints received from various customers located on the installation. The contractor shall be responsible for initially validating customer complaints. However, the government representative shall make final determination of the validity of customer complaint(s) in cases of disagreement with customer(s).

4.3.1 Quality Assurance Personnel (QAP):

4.3.2 The Quality Assurance Personnel (QAP(s) is the authorized government representative(s) who will perform assessments of the contractor’s performance. Subsequent to contract award, the identity of the QAP(s), with a letter defining their duties and authority will be promptly furnished to the successful bidder/offeror.

4.3.3 The QAP(s) or alternate(s) will inform the contract manager in person when discrepancies occur and will request corrective action. The QAP(s) or alternate(s) will make a notation of the discrepancy on their surveillance checklist with the date and time the discrepancy was noted and will request the contract manager (or authorized representative) to initial the entry on the checklist.

4.3.4 Any matter concerning a change to the scope, prices, terms or conditions of this contract shall be referred to the Contracting Officer and not to the QAP(s).

4.3.5. The services to be performed by the contractor during the period of this contract shall at all times and places be subject to review by the Contracting Officer or authorized representative(s).

4.4. **PHYSICAL SECURITY**. The contractor shall be responsible for safeguarding all government property provided for contractor use. At the close of each work period, government facilities, property, and materials shall be secured. .

4.4.1. Key Control. The contractor shall establish and implement methods of ensuring that 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 ALSO 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).

4.4.1.1. The contractor shall immediately report the occurrences of a lost of duplicate key to the contracting officer.

4.4.1.2. In the event keys, other than master keys, are lost or duplicated, the contractor shall, upon written direction of the contracting officer, rekey or replace the affected lock or locks; however, the government, at its option, may replace the affected lock or locks or perform rekeying. When the replacement of locks or rekeying is performed by the government, the total cost of rekeying 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.

4.4.1.3. The contractor shall prohibit the use of keys issued by the government 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’s employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

4.4.2. Lock Combinations. (NOTE: OPTIONAL DEPENDING ON LOCAL REQUIREMENTS). 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.

4.5. **HOURS OF OPERATION**.

4.5.1. Normal Hours of Operation. The contractor shall perform the services required under this contract during the following hours: (NOTE: LIST NORMAL WORK WEEK AND HOURS (E.G., “MON - FRI, 0800-1700, EXCEPT FEDERAL HOLIDAYS,” “24 HOURS DAILY INCLUDING FEDERAL HOLIDAYS,”, ETC.) PROVIDE THE CONTRACTOR THE WIDEST RANGE OF WORK HOURS POSSIBLE FOR FLEXIBILITY OF WORKFORCE MANAGEMENT). The contractor may work, with prior approval of the Contracting Officer, extended hours to ensure timely completion of work at no additional cost to the government.

4.5.1.1. Recognized Holidays. The contractor is not required to provide service on the following days: New Year’s Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Days, Thanksgiving Day and Christmas Day. If the holiday falls on Saturday, it is observed on Friday. If the holiday falls on a Sunday, it is observed on Monday.

4.5.2. Emergency Services. On occasion, services may be required to support an activation or exercise of contingency plans outside the normal duty hours described above. The contractor’s responsibilities for emergency support are described in Section 1.

**4.6. CONSERVATION** **OF UTILITIES**. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions which prevent the waste of utilities which include the following:

4.6.1. Lights shall be used only in areas where and when work is actually being performed.

* + 1. Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by the contractor or by contractor employees unless authorized.

4.6.3. Water faucets or valves shall be turned off after the required use has been accomplished.

4.6.4. Government telephones shall be used only for official government business.

4.7. **RECORDS**. The contractor shall be responsible for creating, maintaining, and disposing of only those government required records that are specifically cited in this SOW or required by the provisions of a mandatory directive listed in (LIST APPLICABLE APPENDICE), Applicable Publications and Forms. If requested by the Government, the contractor shall provide the original record, or a reproducible copy of any such record within five working days of receipt of the request.

4.8. **ENVIRONMENTAL CONTROLS**:

4.8.1. Compliance with Laws and Regulations. The contractor shall be knowledgeable of and comply with all applicable Interstate, Federal, State, and Local laws, regulations, and requirements regarding environmental protection. In the event environmental laws/regulations change during the term of this contract, the contractor is required to comply as such laws come into effect. If there is an increase or decrease in cost as a result of the change, the contractor shall inform the Contracting Officer pursuant to notice requirements and negotiate a modification to the contract.

4.8.2. Notification of Environmental Spills. If the contractor spills or releases any substance contained in 40 CFR 302 into the environment, the contractor or its agent shall immediately report the incident to Hill AFB Fire Dept at 777-1911. The liability for the spill or release of such substances rests solely with the contractor and its agent. (NOTE: IF THE CONTRACTOR WILL ROUTINELY HANDLE MATERIALS WHICH COULD HAVE A HARMFUL EFFECT ON THE ENVIRONMENT, ADD APPROPRIATE SUBPARAGRAPHS ON HOW TO DISPOSE OF AND HANDLE SPILLAGES OF THESE MATERIALS.)

4.8.3. Material Storage and Use. The contractor shall follow manufacturer’s guidelines and professional recommendations for control of humidity, temperature, cleanliness, and materials handling. This includes hazardous materials.

4.9. **GOVERNMENT OBSERVATIONS**. Government personnel, other than contracting officers (COs) and quality assurance personnel (QAPs), may from time‑to‑time, with CO coordination, observe contractor operations. However, these personnel may not interfere with contractor performance or make any changes to the contract.

4.10. **SAFETY REQUIREMENTS**. In performing work under this contract, the contractor shall:

4.10.1. Conform to the safety requirements contained in the contract for all activities related to the accomplishment of the work.

4.10.2. Take such additional immediate precautions as the contracting officer may reasonably require for safety and mishap prevention purposes.

4.10.3. Develop and provide at the start of the orientation period or the start of the first operational performance period (if there is no orientation period) a safety plan for the protection of government facilities and property and to provide a safe work environment for contractor personnel. (NOTE: FOR NEGOTIATED CONTRACTS, RESERVE THIS PARAGRAPH AND REQUIRE BIDDERS TO INCLUDE THE SAFETY PLAN IN THEIR TECHNICAL PROPOSALS IF APPLICABLE.)

4.10.4. Provide protection to government property to prevent damage during the period of time the property is under the control or in possession of the contractor.

4.10.5. Include a clause in all subcontracts to require subcontractors to comply with the safety provisions of this contract as applicable.

4.10.6. Record and report promptly (within one hour) to the contracting officer or designated government representative (GR), all available facts relating to each instance of damage to government property or injury to either contractor or government personnel.

4.10.7. In the event of an accident/mishap, take reasonable and prudent action to establish control of the accident/mishap scene, prevent further damage to persons or property, and preserve evidence until released by the accident/mishap investigative authority through the contracting officer.

4.10.8. If the government elects to conduct an investigation of the accident/mishap, the contractor shall cooperate fully and assist government personnel in the conduct of investigation until the investigation is completed.

4.10.9. Include a clause in each applicable subcontract requiring the subcontractor's cooperation and assistance in accident reporting and investigation.

(NOTE: SPECIFIC SAFETY REQUIREMENTS, TAILORED TO THE FUNCTION UNDER STUDY OR BEING COMPETED BETWEEN CONTRACTORS SHOULD BE SET OUT IN A “SAFETY REQUIREMENTS” TECHNICAL EXHIBIT.)

* 1. **TRAINING** (NOTE: LIST SPECIAL TRAINING AN EMPLOYEE MUST POSSESS

OR RECEIVE TO BE EMPLOYED. SPECIFY ANY TRAINING RECORDS THAT MUST BE MAINTAINED BY THE CONTRACTOR. SPECIFY WHAT TRAINING THE GOVERNMENT WILL PROVIDE AND, IF APPLICABLE, WHAT TRAINING THE CONTRACTOR SHALL PROVIDE. CONTRACTOR COMPLIANCE WITH MANDATORY TRAINING AND CERTIFICATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES MAY BE INCLUDED AS A LINE ITEM IN THE SDS.)

4.12. **SPECIAL QUALIFICATIONS**. (NOTE: INSERT ANY ADDITIONAL SPECIAL CERTIFICATIONS OR REQUIREMENTS FOR EMPLOYEES IF DEEMED NECESSARY.)

4.13. **PARTNERING** **AGREEMENT**. (OPTIONAL) The contracting officer may require a partnering agreement between the government and the contractor to ensure joint cooperation and a sound partnership of all parties involved in the execution of this contract. Partnering is the creation of a government-contractor relationship that promotes achievement of mutually beneficial goals. It involves an agreement in principle to share the risks involved in completing the project and to establish and promote a nurturing partnership environment. Representatives from each organization are encouraged to participate in developing the partnering agreement. Suggested representation is the civil engineer manager, the government inspector, the government contract administrator, the contractor’s manager and the contractor’s quality control person. All costs for the partnership agreement should be shared equally between the government and contractor. This group is responsible for developing a formal partnering agreement that should be signed by all parties involved. The agreement should contain as a minimum: specific goals to be reached and a list of objectives to reach the goals, a set of metrics to evaluate the objectives, a frequency for meetings to review the metrics, and a statement of cooperation to execute the terms of the agreement. (NOTE: INSTALLATIONS MAY WANT TO REQUIRE AN INDEPENDENT MEDIATOR.)

* 1. **CONTINUATION OF ESSENTIAL DOD CONTRACTOR SERVICES DURING**

**CRISIS IAW DoDI 3020.37**

(IDENTIFY SERVICES DETERMINED TO BE ESSENTIAL FOR PERFORMANCE DURING CRISIS ACCORDING TO DODI 3020.37 ([click here](http://www.dtic.mil/whs/directives/corres/pdf/i302037wch1_110690/i302037p.pdf)). FOLLOW THE INSTRICTIONS PROVIDED (PARA 6) TO PROPERLY DOCUMENT THE INFORMATION IN YOUR CONTRACT/PWS. IT IS THE RESPONSIBILITY OF THE FD/FC TO MAKE THE DETERMINATION. IF THE REQUIREMENT IS NOT ESSENTIAL ADD THE FOLLOWING STATEMENT UNDER THIS HEADING). IAW AFI 63-124, para 2.7.1, and DODI 3020.37 this requirement is not considered mission essential.

4.15 **PHASE OUT**:

4.15.1 If there is a change in contractor or if the operation reverts to in-house, the incumbent contractor will provide familiarization, to the government or the follow-on contractor, whichever the case may be. During the phase-out familiarization period, the incumbent will be fully responsible for the operation of .

4.15.2 The government reserves the right to conduct site visits in all contractor operated facilities in conjunction with the solicitation of offers for the follow-on contract. In the event the follow-on contract is awarded to other than the incumbent, the incumbent contractor will cooperate to the extent required to permit an orderly change over to the successful contractor. With regard to the successor contractor’s access to incumbent employees, a recruitment notice may be placed in each facility.

4.16 **PUBLICATIONS:**

* + 1. Compliance with all publications, regulations and operating instructions provided by the

Government is required when:

* + 1. They pertain to the procedures for materials expediting herein and where the contractor is

authorized by the statement of work to accomplish the work specified in the publication, regulation or operating instructions.

* + 1. The publications prescribe USAF policies, use of materials, procedures and processes

applicable to the work requirements.

4.16.4 The contractor is required to acquire and work on the latest version of the publication

5. APPENDICES

1. Acronyms & Abbreviations List

###### B. Estimated Workload Data

C. Maps and/or Site Plans

1. Government Furnished Property/Services/Equipment
2. Publications/Forms

(NOTE: ADD ANY OTHER APPENDICES THAT MAY BE NEEDED)

APPENDIX A

**ACRONYMS AND ABBREVIATIONS LIST**

Acronym/Abbreviation Definition

AF Air Force

AFB Air Force Base

AFMC Air Force Material Command

CFR Code Federal Regulation

CO Contracting Officer

DEPT Department

DOD Department of Defense

FAR Federal Acquisition Regulation

GR Government Representative

OSHA Occupational Safety and Health Act

PBSA Performance Based Service Acquisition

PWS Performance-Based Work Statement

QA Quality Assurance

QAP Quality Assurance Personnel

QCP Quality Control Program

SS Services Summary

USAF United States Air Force

(NOTE: TAILOR TO WHAT IS REFERENCED IN YOUR PWS, INCLUDE TECHNICAL TERMS)

## **APPENDIX B**

###### ESTIMATED WORKLOAD DATA

|  |  |  |
| --- | --- | --- |
| ITEM | NAME | ESTIMATED QUANTITY |
| 1 | Operate and Maintain EMCS  | 12 | Mo |
| 2 | (LIST TYPE OF SYSTEM, MAKE, MODEL, AGE) |  |  |

(NOTE: ADD OTHER WORKLOAD DATA AS CONSIDERED APPROPRIATE.)

**APPENDIX C**

MAPS AND/OR SITE PLANS

SUGGESTED MAPS ARE:

 BUILDINGS WHERE EMCS EQUIPMENT IS LOCATED

 AUTHORIZED GATE ENTRY POINTS

 BASE MAP OF ALL PERTINENT OFFICES

 EMERGENCY SERVICES

(NOTE: ADD MAPS/PLANS AS CONSIDERED APPROPRIATE.)

**APPENDIX D**

GOVERNMENT FURNISHED PROPERTY/SERVICES/EQUIPMENT

POSSIBLE ITEMS ARE:

 EMCS EQUIPMENT TO BE MAINTAINED

 UTILITIES TO OPERATE SYSTEMS

 POTABLE WATER

(NOTE: ADD DATA AS CONSIDERED APPROPRIATE.)

### APPENDIX E

PUBLICATIONS/INSTRUCTIONS

 Applicable SOW

Publication/Instruction /Name Date Paragraph/Chapter Paragraph

(NOTE: WHEN ENTIRE PUBLICATION IS REQUIRED/MANDATORY PUT (ENTIRE DOCUMENT APPLICABLE) INSTEAD OF CITING PARAGRAPH OR CHAPTER)