

**Guidebook  
for  
Performance-Based  
Services Acquisition  
(PBSA)  
in the  
Department of Defense**



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## APPENDIX H – PERFORMANCE WORK STATEMENT (PWS) WRITING TIPS

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### SAMPLE PWS FORMAT

**Support Services Contracts.** A PWS for support services will generally describe all the pertinent work to be performed, along with measurements of adequate work performance, evaluation and assessment techniques, and applicable incentives. Below are common elements that are included in a PWS:

1. Introduction
2. Scope of Work
3. Requirements/Performance Standards
4. Contract Deliverables
5. Data Requirements
6. Appendices

**Major Systems Contracts.** Contracts for definition and development of major systems should consist of short, outcome-based PWSs; however, they are not necessarily as detailed as a support-service PWS. These requirements usually have a specification/contract deliverable requirements list, which may contain specific product requirements. The PWS should describe all requirements necessary to complete each task element and should be comprehensive enough to allow the contractor the means of generating information necessary for design, prototype, test, and verification phases of the procurement. A suggested outline follows:

1. Introduction
2. Scope of Work
3. Work to be Performed
  - 3.1 Program Management
  - 3.2 Systems Engineering
  - 3.3 Design and Development of Primary Mission Product or Space Vehicle
  - 3.4 Other Work
    - 3.4.1 Launch Support
    - 3.4.2 Performance Assurance
    - 3.4.3 Training
    - 3.4.4 Anomaly Resolution
  - 3.5 Performance Standards
4. Contract Deliverables

The PWS goal for major systems acquisition is to acquire the effort in distinct phases, with each phase encompassing a concrete objective. This approach also helps safeguard against committing scarce resources to an effort prematurely.

***Study and Preliminary Definition Contract.*** For study and preliminary definition contracts, the PWS should provide sufficient latitude for creativity, innovation, and research. They should also describe desired outcomes in such a way that allow the most promising systems to be studied further. A suggested outline follows:

1. Introduction
2. Scope of Work
3. Project Schedule
4. Contract Tasks
  - 4.1 Performance Standards
5. Study Management
6. Guidelines
7. Data Requirements Appendix

***Research and Development (R&D) Contracts.*** R&D efforts often focus on abstract objectives, where outcomes are difficult to describe precisely in advance. Therefore, an R&D PWS can be challenging to develop. Consider breaking the effort into “sub-outcomes” or phases. The PWS should be flexible to allow offerors the opportunity to innovate and create. In basic research, emphasis will normally focus on limited rather than ultimate objectives. The proper procurement vehicle is usually a cooperative agreement rather than a contract in those basic research programs where a final report is the only deliverable required, where the results cannot be determined in advance, and where objective performance standards cannot be set. A sample outline follows:

1. Introduction
2. Scope of Work
3. Description of Tasks to be Performed
  - 3.1 Performance Standards
4. Schedule
5. Reporting Requirements
6. Attachments, Appendixes and Exhibits

## **TYPICAL SECTIONS OF THE PWS**

***Introduction.*** Describes 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.

***Scope of Work.*** 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 the place of performance, normal work hours, applicability of the Service Contract Act, etc.

***Requirements.*** This portion is basically where the Performance Requirement Summary (PRS) matrix is transferred into the PWS — in other words, it is a textual form of the PRS, which contains greater detail. A contractor will have a greater chance of success with adequate information that clearly defines the magnitude, quality, and scope of each outcome. Specify standards to which the requirement must be completed, and include historical data on previous contracts or work performed by in-house personnel.

**Data Requirements.** This section contains information on data requirements, such as reports or any item contained within a Contract Data Reports List (CDRL). (Some agencies, instead, list CDRL items separately in Section J of the contract). Strive to minimize data requirements that require government approval and delivery. Acquire only the data that are absolutely necessary. The usual rule of thumb is to limit data to that which the government needs to make decisions or for high-level requirements compliance.

**Attachments, Appendixes, and Exhibits.** Through preliminary research and acquisition planning, the acquisition team should have already screened potentially relevant and necessary directives, e.g., directives of 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. Only a few directives should be referenced, and they should be restricted to vital information sources, such 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 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.

**Schedules or Period of Performance.** This PWS section provides a realistic delivery schedule for contractor performance and completion. Provide sufficient detail for the contractor to establish specific, detailed milestones against which progress can be measured.

**Task Orders.** Task-order contracts also require well-written, precise, definitive PWSs that include performance standards and incentives as appropriate. Ensure that all essential taskings are included and that those that are unnecessary or duplicative are deleted. Task descriptions should clearly define each deliverable outcome. Subtasks should be listed in their appropriate order and should conform to the numbering within the basic PWS from which the task order is derived.

## **LANGUAGE PRINCIPLES HELPFUL IN WRITING THE PWS**

The PWS will be read and interpreted by a variety of personnel from diverse disciplines. The words must be understood not only by the drafters but also by the readers. Moreover, offerors interested in proposing will interpret words within the PWS to determine potential costs, anticipate profits, and their ability to compete with other offerors. Therefore, define and express each requirement in a **clear, concise, correct, and complete** manner.

**Style.** Style is the method used in expressing ideas in phrases, sentences, and paragraphs. Strive to include all the essential information in a concise, accurate, thorough, and logical sequence, using the clearest and simplest possible presentation. Avoid the use of complex words — the purpose of writing is to express, not impress.

**Sentences.** Good writing of any type depends on natural order. Eliminate long, complicated sentences by writing shorter, simpler sentences that are limited to a single thought or idea. Sentences “spiced” with legal phrases, technical jargon, and other elaborate phrases are difficult to read and comprehend. Strive to omit extraneous words and phrases to keep sentences short.

**Paragraphs.** A paragraph is a group of sentences (or sometimes just one sentence) related to a single idea. State the main idea in the first, or topic, sentence so readers can grasp the meaning immediately. The topic sentence provides a base for subsequent sentences that develop and support the main idea. Avoid long paragraphs if possible; short paragraphs are usually less confusing, more visually appealing, and easier to read and understand.

**Language Use.** Use the active voice rather than the passive voice, i.e., use action verbs that illustrate the subject as *performing* rather than *receiving* the action. The active voice is clearer and more direct than the passive voice. Fewer words improve clarity and focus the intent of technical and contractual documents. Also, by using the active voice, you make the subject, i.e., the contractor, responsible and accountable for the action or performance required. The active voice is tailor-made for the performance-based contracting world. Examples of active versus passive voice use are shown below:

*Active:* Clean up all debris at the end of each workday.

*Passive:* The debris shall be picked up at the end of each workday.

*Active:* Empty trash containers twice a week.

*Passive:* Trash containers shall be emptied twice a week.

*Active:* Install new air filters in accordance with manufacturer’s recommendations.

*Passive:* New air filters are required in accordance with the manufacturer’s recommendations.

**Ambiguity.** Avoid ambiguous words or phrases because they are indistinct and can be interpreted in two or more ways. Examples of some ambiguous phrases include “securely mounted,” “properly assembled,” and “carefully performed.” These terms are ambiguous because they can’t be quantified, precisely measured, or defined; and their vagueness can lead to many interpretations.

**Punctuation.** Since your goal is to write simple, short, concise sentences, a well-written PWS should have minimum punctuation. When complicated punctuation is required, consider rewriting the sentence. Review the punctuation marks to ensure that misplaced or eliminated punctuation does not alter the intended meaning. For maximum clarity, follow the formal rules of punctuation.

**Abbreviations and Acronyms.** Abbreviations and acronyms are forms of shorthand used to make complex terms short. However, many readers are unfamiliar with abbreviations and acronyms, and some acronyms have multiple meanings. For example, the acronym “CO” can mean Commanding Officer, Contracting Officer, or Change Order, depending on usage. For these reasons, when a reference first appears, use the full phrase and follow it with the abbreviation or acronym in parentheses, e.g., Commanding Officer (CO). When there are many abbreviations and/or acronyms, include a glossary.

**Symbols.** Use the full word associated with the symbol unless the meaning is universally clear. For example, it is best to use *foot* for ', *inch* for ", *pound* for #, *at* for @, and *percent* for %.

**Numbers.** Spell out numbers under 10, and use numerals for figures 10 and above. Represent dimensions, degrees of temperature, percentages, and dollars/cents as numerals, e.g., 2 inches by 4 inches, 40 degrees F., 30 percent, \$6.75. "One" or "zero" should always be spelled out when used alone. When two numbers are used together to define both size and quantity, use a written word for one number, e.g., six 55-gallon metal drums or eight 40-cubic yard containers. You can express the same number in both words and numerals, e.g., ten (10) calendar days, but this duplication is usually considered superfluous.

**Redundancy and Repetition.** Avoid redundancy and unnecessary repetition. They reduce clarity and increase the likelihood of ambiguity, inconsistency, and internal contradiction.

**Misused Words and Phrases.** Avoid certain words and phrases when developing a government contract. If you use these words improperly, the reader will not have a clear understanding of the government's requirements. Examples of these words and phrases and information regarding how they impact government contracts follow:

1. Use of ***shall*** and ***will***. "Shall" is used to specify that a provision is binding. It ordinarily describes the work required of the contractor. "Will," on the other hand, is used simply to express a statement of acts and actions that will occur in the future.
2. Use of ***any*** and ***either***. These words imply a choice regarding what is to be done contractually. Unless the intent is to give the contractor a choice, specify the true intent. For instance, the word "any" means a limited number selected at the discretion of the reader (contractor). The statement, "mow *any* areas over," can mean any of the areas selected by the contractor, while "mow areas over" means every area spelled out in the requirements. The word "either" implies a choice between two options. If the intent is to require the contractor to clean both sides of the glass, "clean glass on *either* side" is an incorrect statement.
3. Use of ***and***, ***or***, ***and/or***, and ***etc.*** Use "and" if both conditions are to be included; use "or" if only one of the conditions is to be included. Avoid using "and/or" because this term creates ambiguity, i.e., both conditions can apply or only one can apply — the reader does not know which. Because "etc." means "others of the same kind and so forth," the reader can easily misinterpret its meaning.