

SAMPLE

**Services Performance Work Statement
Writing Guidelines
July 2015**

Acquisition Workforce:

Clear, concise writing is the hallmark of acquisition professionals. A written contract memorializes the legally binding agreement between the government and another party, and the performance work statement informs the contractor of the government's specific outcome expectations. During disputes, the parties first look within the contract's "four corners" for interpretation. Poor clarity, vagueness, and inconsistencies in work statement language often create analytical problems during source selection and contract administration. These Services Performance Work Statement Writing Guidelines identify best drafting practices. All [ORGANIZATION NAME] employees should know and adhere to them.

A collaborative team compiled these guidelines under the auspices of [SPONSORING LEADER/COMMAND] to facilitate effective and efficient development and review of performance work statements and related documents. The guidelines apply to all services performance work statements, performance requirements summaries, and quality assurance surveillance plans executed under [SPONSOR] Authority. Adhering to these guidelines will assist in the development of better, more consistent documents and the reduction of review cycle times.

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INTRODUCTION

A services contract directly engages contractor time and effort for the primary purpose of performing identifiable tasks rather than furnishing end supply items. Clear and complete definition of required performance is fundamental to the success of a services contract:

- **What** do you want to accomplish through contractor effort?
- **Why** is it required?
- **When** do you want to accomplish it?
- **Who** requires it?
- **Where** is the work to be performed?
- **What is satisfactory** performance?

Specific definition of required contractor performance also helps minimize the risk of personal services. “**Personal services**” are services rendered by **contractor personnel** who are subject – either by the contract’s express terms or by the manner of its administration – to the supervision and control usually prevailing in relationships between the government and its employees. (See FAR 37.101). Contractor personal services are prohibited unless specifically authorized by law (e.g., services of certain experts and consultants). Avoid personal services by developing well-defined tasks, avoiding unspecified work requirements (no “other duties as assigned”), and ensuring the government manages the contractor’s performance rather than the contractor’s employees.

The following acquisition documents generally define service performance requirements and assessment plans:

The **Performance Work Statement (PWS)** is a statement of work for performance-based acquisitions that describes the required results in clear, specific, and objective terms with measurable outcomes (FAR 2.101). The PWS defines – directly and by reference to other documents – all requirements for contractor performance.

The **Performance Requirements Summary (PRS)** generally identifies each performance requirement, applicable PWS section, performance standard and acceptable quality level (AQL), method of surveillance, and any applicable incentives or remedies.

The **Quality Assurance Surveillance Plan (QASP)** states how, when, and by whom the government will evaluate contractor performance to determine whether the contractor has met the specified performance standards.

Adhering to these guidelines will assist in the development of a better, more consistent, and well-written PWS. A well-written PWS and other acquisition documents:

- Identify the government's requirements clearly and completely;
- Help the contractor prepare a well-written proposal that fully responds to the solicitation;
- Enhance competition opportunities;
- Enable the government to efficiently evaluate proposals and obtain a fair and reasonable price;
- Support a fair, objective source selection process;
- Serve as the standard to determine whether the contractor conforms with requirements;
- Facilitate contract administration;
- Reduce ambiguity that could lead to performance disputes; and
- Increase the likelihood of meeting mission needs.

1. ORGANIZATION

- 1.1. Organize the content in a logical sequence.
- 1.2. Limit each paragraph to a single concept or several closely connected concepts.
- 1.3. Number the task (requirement) paragraphs to facilitate organization and reference.
- 1.4. Use bullets sparingly because they are difficult to reference.
- 1.5. Provide a table of contents and page numbers. Also consider using line numbers in the PWS, and requiring offerors to line-number their proposals, to facilitate more specific references. If a contract tool (such as PD2) limits use of PWS page numbers, table of contents, and line numbering, include the PWS document as an attachment to the Request for Proposals (RFP) instead of using the tool to embed the PWS in the RFP. Include a Glossary attachment which lists and defines all acronyms and defined terms.

2. SENTENCES

- 2.1. Write in complete, direct, relatively short sentences. Break up long sentences for readability and clarity. Avoid stringing long lists into sentences.
- 2.2. Avoid overly complex sentence structures. Remove unnecessary prepositional phrases (“of the...” or “on the...” or “for the...” or “over the...”).
- 2.3. Limit each sentence to a single concept.
- 2.4. Delete unnecessary words.

- 2.5. Use positive statements. (*Example – Confusing:* “The Contractor shall not fill any MRAP vehicles with fuel except the Cougar vehicle.” *Better:* “The Contractor shall fill only the Cougar vehicle with fuel.”)
- 2.6. Use active verbs, which express action and generally provide more substantive meaning in fewer words. (*Example – Wordy:* “Configuration management is an improvement on the current system.” *Better:* “Configuration management improves the current system.”)
- 2.7. Use adjectives and adverbs sparingly and only when they add essential meaning.
- 2.8. Use parallel structure. Using a parallel word pattern (grammatical form and phrase length) shows that two or more ideas have the same level of importance. Ensure that all words, phrases, and clauses linked together in a series agree with the subject and verb (ask yourself whether each would work in the sentence if you eliminated the others in the series). (*Example – Avoid:* “The Contractor shall install, conduct testing, and inspect all MRAP tires.” *Better:* “The Contractor shall install, test, and inspect all MRAP tires.”)

3. NUMBERS

- 3.1. Except as otherwise specified in these guidelines, spell out numbers under 10, and use the numeral form for numbers 10 and above.
- 3.2. Spell out a number beginning a sentence.
- 3.3. Do not both spell out AND use a numeral to represent one number. Doing so does not add clarity yet creates potential errors. (*Example – Avoid:* “eight (8)”))
- 3.4. Always spell out one or zero when used alone, because these numerals are easily mistaken for letters.
- 3.5. Represent dimensions, degrees of temperature, percentages, dollars, and cents as numerals and symbols. (*Example – Avoid:* “twelve percent” *Better:* “12%”))
- 3.6. When using two numbers together to define different attributes, use a written word for one of the numbers. (*Example – Avoid:* “8 55-gallon metal drums” *Better:* “Eight 55-gallon metal drums”))

4. SPECIFIC WORDING ISSUES

- 4.1. All, any, and either. Use “all” to mean “each one” of a group (“The Contractor shall change all damaged MRAP tires.”). Use “any” to mean a limited number (or none), in the discretion of the actor (“The Contractor shall change any damaged

MRAP tire.”). “Any” is an ambiguous word. Use “either” to mean that the actor must choose between two options (“The Contractor shall either repair or replace all damaged MRAP tires.”).

- 4.2. And/or. Generally, avoid this construction, because it creates ambiguity. (Are both conditions true or is only one condition true?) (*Example – Avoid*: “Hawaii and/or Japan” *Better*: “Hawaii, Japan, or both”)
- 4.3. “As applicable” or “as necessary.” Avoid these phrases where practicable because they are ambiguous. (*WHO determines whether an action is “applicable” or “necessary?” On what basis? When? How is the determination documented?*) Instead, state the specific requirements, so that the contractor can comply. If the specifics are unknown, state who will make the applicability or necessity determination, how, and on what basis. (*Example – Avoid*: “The Contractor shall replace the MRAP tires as necessary.” *Better*: “The Contractor shall inspect the MRAP tires and replace any tire that requires repair.”)
- 4.4. “As directed” or “as required.” Avoid these phrases where practicable, because they are vague, have no express limitations, and connote personal services. If the specifics are unknown, state who will provide the direction or requirement, and on what basis. (*Example – Avoid*: “The Contractor shall replace the MRAP tires as directed.” *Better*: “The Contractor shall replace MRAP tires when the Government directs, based on the Government’s evaluation of tire wear, maintenance schedule, and operational environment.”)
- 4.5. “Assist” or “support.” Generally avoid these words by themselves because they are vague and connote personal services. When using these words, specify what the contractor must do. If you can’t identify all specific performance requirements, identify types or examples of specific performance you require, so as to provide sufficient information regarding the requirement’s nature and scope. Remember to tell the contractor only WHAT performance is required; do not specify HOW the contractor must perform. (*Example – Avoid*: “Assistance shall be provided for the conduct of logistical support meetings.” *Better*: “The Contractor shall provide all appropriate logistical support to coordinate meetings including, for example, providing meeting coordination and scheduling; preparing and disseminating invitations, minutes, read-aheads, presentations, schedules, and action items; and tracking and reporting action item status.”)
- 4.6. Authorized under. An action is authorized under the FAR, not by the FAR.
- 4.7. Contractors, offerors, and vendors. Use “offerors” to denote RFP respondents – in Sections L and M, for example. Note: Be careful not to use “offeror’s” when “offerors” is appropriate, e.g., “All offeror’s shall....” Use “vendors” to denote respondents to a Request for Quotations (RFQ), because a quotation submitted in

response to an RFQ is not a legal “offer” (unlike a proposal submitted in response to an RFP). Use “Contractor” to denote the non-government party to the specific contract resulting from the RFQ or RFP – in the PWS, QASP, and PRS, for example. See Guideline 5.5.

- 4.8. e.g. means “for example.” Use “e.g.” to provide an example in instances where readers may not know, or may misinterpret, the subset to which the word refers. (*Example*: “We will not consider information from any other transaction (e.g., descriptions of previous projects).”) Do not confuse “e.g.” with “i.e.” below. Use the former (e.g.) when what follows is a non-exhaustive, illustrative list of items with the indication that there may be other, other items that are not listed; use the latter (i.e.) as a replacement or exhaustive list.
- 4.9. Engineering and technical services. This phrase encompasses a broad area of expertise. Do not use it without more specific information clarifying the work.
- 4.10. Ensure. Generally do not require contractors to “ensure,” because this may be vague as to who is actually supposed to perform the task. Instead, specifically state the required contractor performance.
- 4.11. etc. Generally avoid this term, which is vague and ambiguous. Readers may not know, or may misinterpret, the subset to which the word refers. (*Example – Avoid*: “The Contractor shall test drive the Cougar, Buffalo, M-ATV vehicles etc.” *Better*: “The Contractor shall test drive the Cougar, Buffalo, M-ATV, and other MRAP vehicles.”)
- 4.12. i.e. means “that is to say” or “specifically.” (*Example*: “We will evaluate submissions for relevancy (i.e., similarity in scope, magnitude, and complexity to this solicitation).”) When “i.e.” is used, what follows is exhaustive.
- 4.13. “It” or “They.” A single corporation, offeror, vendor, or contractor is “it.” Multiple corporations, offerors, vendors, or contractors are “they.”
- 4.14. “May” or “Might.” Use “may” to imply permissive circumstances and “might” to imply uncertain future conditions. (*Example*: “Bad weather might cause unexpected MRAP vehicle delivery delays. The Government may allow the Contractor additional delivery time in such circumstances.”)
- 4.15. Quotation is a noun. (*Example*: “Be sure to submit each quotation by the closing date and time.”) Quote is a verb. (*Example*: “Be sure to quote stepladder prices on the spreadsheet.”)
- 4.16. Responsive. The term “responsive,” as used in the FAR, is only applicable to a FAR Part 14 procurement. (See FAR 14.103-2(d).) In contrast, in a negotiated

procurement, such as FAR Part 15, the concept of “responsiveness” is inapplicable. (See e.g., ECI Defense Group, B-400177, July 25, 2008, fn.3.)

- 4.17. Shall means the imperative. Use “shall” to state a required action (such as a binding provision in the contractor’s work requirement.) Do not use “will” to identify a task that the contractor is required to perform.
- 4.18. Should means an expected course of action or policy that is to be followed unless inappropriate for a particular circumstance. Avoid using this word in PWS and related acquisition documents.
- 4.19. Subject matter expert generally is too vague. Best practice in a performance-based acquisition is to focus on contractor performance standards, rather than requiring that contractor employees have specific experience, certificates, or licenses. However, you may expressly require contractor employee subject matter certificates or licenses that are necessary prerequisites to the required performance, subject to certain exceptions and requirements. (See, e.g., FAR 39.104 regarding information technology services.) (*Example*: “Each Contractor physician performing this task shall be authorized to practice medicine under the laws of the jurisdiction in which performance takes place.”)
- 4.20. Utilize. “Use” is more direct than “utilize.”
- 4.21. Whether or not. Avoid adding “or not” to “whether.”
- 4.22. Will. Use “will” to refer to the government’s future actions or to describe an action or event expected to take place or exist in the future. Remember that all contractor performance requirements should use “shall.” (*Example – Avoid*: “The Contractor will install the MRAP tires.” *Better*: “The Contractor shall install the MRAP tires. The Government will inspect newly installed tires every Friday.”)
- 4.23. Would is most commonly used to create conditional verb forms. (It also serves as the past form of the verb “will,” and it can indicate repetition in the past.) Use “shall” plus a statement of condition, rather than “would,” to denote conditional contractor performance requirements. (*Example – Avoid*: “The Contractor would reschedule installation of MRAP tires if there’s a storm.” *Better*: “The Contractor shall reschedule installation of MRAP tires in the event of a storm.”)
- 4.24. / Avoid use of slashes, which may be ambiguous. (*Example – Avoid*: “The Contractor shall install/test the MRAP tires.” *Better*: “The Contractor shall install and test the MRAP tires.”)

5. **PUNCTUATION**

- 5.1. Serial Commas (aka “Oxford” commas). Include the final comma in an enumerated series to avoid ambiguities. (*Example – Avoid*: “The Contractor

shall provide separate reports on its performance in logistics, engineering, resourcing and management and labor.” *Better:* The Contractor shall provide separate reports on its performance in logistics, engineering, resourcing and management, and labor.”) The latter example clarifies that “resourcing and management” is one distinct report.

- 5.2. Because the goal is to write simple, concise sentences, a well-written document should require minimum punctuation. When complicated punctuation is required, consider rewriting the sentence or breaking a long sentence into several sentences.
- 5.3. Commas and periods go inside quotation marks.
- 5.4. Minimize use of dashes. Dashes thrive in confused writing, because it’s easier to stick in dashes than to organize a smoother sentence. (To make a proper dash in Microsoft Word, type the dash line twice, then any letter, then space. Next, delete the random letter you used.)
- 5.5. In general, only capitalize proper nouns, defined terms, the word at the beginning of a sentence, and the word at the beginning of each bulleted list item. Do not capitalize the terms “government,” “contractor,” “vendor,” and “offeror” in general usage, because they are not proper nouns. DO, however, capitalize the terms “the Government” and “the Contractor” in the PWS, Performance Requirements Summary, and QASP when you are referring specifically to the two parties to the subject contract (because they are acting as defined terms). Reference Guideline 4.7.
- 5.6. When creating a numbered or bulleted list, separate the items by semi-colons, not commas. Capitalize each beginning word after a semi-colon. (Keep in mind, a bullet list is not recommended for use in a services PWS, because it is difficult to reference.) *Example:*
 1. Thing 1;
 2. Thing 2; and
 3. Thing 3.
- 5.7. Use two spaces after punctuation marks ending a sentence.

6. CONTENT & USAGE

- 6.1. Be complete and explicit. Do not rely on implicit assumptions, unspecified trade practices, or the fact that “we’ve always done it this way.”

- 6.2. Be concise. Redundancy reduces clarity and increases the likelihood of ambiguity and inconsistency.
- 6.3. Use possessives where appropriate – they generally are more concise and direct. (*Example – Avoid:* “the gun of the Marine” *Better:* “the Marine’s gun”)
- 6.4. Avoid vagueness. Instead, state the requirement precisely and in objective terms. Courts generally construe contract ambiguity against the drafter (the government, in this case).
- 6.5. Use consistent terminology throughout. When referring to a specific item, use the same phrase or word, particularly when referring to technical terms and items. Reference Guideline 4.7.
- 6.6. Use the simplest words possible. Avoid complex words.
- 6.7. As much as possible, avoid technical jargon, legal phrases, and other elaborate phrases.
- 6.8. Always write in active (as opposed to passive) voice. The active voice is clearer, usually shorter, and better for obtaining precision in writing. It also eliminates ambiguity regarding who is responsible for the action. (*Example – PASSIVE:* “The database shall be upgraded every month.” *ACTIVE:* “The Contractor shall upgrade the database every month.”)
- 6.9. When using an abbreviation or acronym for the first time, state the complete term followed by the abbreviation or acronym in parentheses. Thereafter, use the abbreviation or acronym. Do not start a sentence with an acronym. Generally, only abbreviate if the abbreviation will occur again in the document. Include a glossary, as an attachment, of all abbreviations and acronyms used in the PWS.
- 6.10. Beware of abbreviations or acronyms that have multiple meanings. (*Example:* “CO” can mean commanding officer, commissioned officer, change order, contracting officer, etc.)
- 6.11. Use pronouns cautiously to avoid misunderstandings. Repeat the noun to avoid any misinterpretation.
- 6.12. In documents that are notifications (such as a Combined Synopsis/Solicitation), generally avoid unnecessary phrases such as “Be advised that...” and “Note that...” and “Offerors are on notice that....”
- 6.13. Be careful to use the correct noun form. *Examples:*
 - Singular – “Each offeror shall....”

- Plural – “All offerors shall...”
 - Singular Possessive – “Our confidence in the offeror’s ability is based on...”
 - Plural Possessive – “We will analyze all offerors’ technical proposals.”
- 6.14. If you say something will be done (e.g., posted, reviewed, or approved), be sure to say by whom it will be done. Reference Guideline 6.8.
- 6.15. Follow the word “this” with a specific object (noun), in order to precisely identify what “this” is. (*Example – Avoid:* “This is outdated.” *Better:* “This database is outdated.”)
- 6.16. Provide specific information regarding what the contractor is going to achieve, produce, or deliver. This specification of the contractor’s performance result is especially important when using performance verbs such as “contribute,” “develop,” “support,” “assist,” “review,” “evaluate,” and “monitor,” in order to ensure that the government can assess, and hold the contractor responsible for, the contractor’s performance of that requirement. (*Example – Avoid:* “The Contractor shall review the draft presentation.” *Better:* “The Contractor shall review the draft presentation and deliver written comments, questions, and recommendations regarding the presentation format, organization, and content.”)

7. MISCELLANEOUS

- 7.1. Eliminate schedule inconsistencies. Various parts of the RFP may include timing requirements, particularly in work requirements and delivery requirements.
- 7.2. Beware of unreasonable or impossible schedule requirements. These hazards can lead to misinterpretation and risk.
- 7.3. Avoid unnecessary comments or nonessential statements. They can cause confusion.
- 7.4. Proofread carefully. Read the entire document from start to finish. Use spell-check and grammar-check. Correct all typographical, spelling, and grammar errors.
- 7.5. Make the page format easy to read and annotate. Consider font style, font size, margins, and headings. Use Times New Roman, 12 point font size, one-inch margins.
- 7.6. Follow configuration management best practices, particularly during the drafting stages. Date each draft, and label comments and questions provided during the review process with the reviewer’s name and date. Maintain a master copy of

each set of documents and revisions. Consistently use a requirements traceability matrix (or other system) to document changes to requirements.

- 7.7. Use the correct FAR citation format, in accordance with FAR 1.105-2(c). (*Example – Incorrect:* FAR SubPart 45.4; *Correct:* FAR subpart 45.4)
- 7.8. Avoid contradictory terms. (*Example:* A requirement began: “It is both the offeror’s duty and discretion to...” Which is it? What if your supervisor said, “You have the duty and the discretion to come into work tomorrow?”)
- 7.9. Avoid including constraints or requirements inadvertently limiting the contractor’s ability to do the work.
- 7.10. Be careful using templates and samples, and tailor language for the current procurement. With respect to the procurement at hand, make sure:
 - All “borrowed” language is applicable;
 - The language makes sense and adds value; and
 - There are no issues the template language ignores.
- 7.11. Because a document or specific language “made it through” a previous review does not mean it is sufficient and appropriate for the current procurement. Circumstances might have changed or the language might have simply escaped scrutiny.