

ENCLOSURE B – Sample PWS (Personal and Non-Personal Services)

The performance work statement must be formatted using Times New Roman, size 10 font and should not contain any headers or footers. This formatting is required to meet the needs of our standard procurement system. Each paragraph and sentence must be numbered using a numbering format of 1., 1.1., 1.1.1., etc. Numbered paragraphs allow for ease of reference during contract administration and also at times where the requirements need to be addressed with the contractor. The following are examples and can be tailored to meet the needs of the procurement. Generally, the text in black font is needed and should not be removed unless it does not align with mission requirements. Remove all guidance language prior to finalizing the PWS.

Sample PWS (Personal Services)

Performance Work Statement
[Personal Service/Program/Location]

1. GENERAL INFORMATION. *[The General section will include background information, a brief description of the scope of work, personnel related matters such as safety requirements, security requirements, and security clearances, quality control requirements, etc.]*

1.1. Personal Services. This is a personal services contract and is intended to create an employer-employee relationship between the Government and the individual contract service provider (CSP) only to the extent necessary for providing the health care services required under the contract. The contract does not create an employer-employee relationship between the Government and any corporation, partnership, business association or other party or legal entity with which the HCP may be associated. All persons performing work under the contract shall be and shall remain employees of the contractor and not employees of the government. The authority for this contract is Title 10 United States Code 1089 and Title 10 United States Code 1091.

1.1.1. Professional Liability. The performance of health care services by the individual CSP under a personal services contract are subject to day-to-day supervision and control by health care facility personnel comparable to that exercised over military and civil service health care providers (HCPs) engaged in comparable health care services. Any personal injury claims alleging negligence by the individual HCP within the scope of the HCP's performance of the personal services contract shall be processed by DoD in the same manner as claims alleging negligence by DoD military or civil service HCPs. Pursuant to 10 USC 1089(a), DoD shall process any personal injury claim alleging negligence by the HCP within the scope of the HCP's performance under this contract as claims alleging negligence by DoD military or civil service HCP.

1.1.1.1. If any suit or action is filed or any claim is made against the HCP, which occurred as a result of work performed by the HCP under this contract, the HCP shall immediately notify the contractor who will in turn notify the contracting officer's representative (COR) and the contracting officer (KO) and promptly furnish them copies of all pertinent documents received.

1.1.1.2. The contractor HCPs shall cooperate with the government, without further compensation, in the processing, review, settlement, or defense of the suit, action, or claim; and authorize government representatives to settle or defend the claim and to represent the HCP in, or take charge of, any litigation involved in such an action. The contract HCP may, at the contract HCP's own expense, participate in defense of such claim or litigation.

1.1.1.3. The contractor or HCP is not required to maintain medical malpractice liability insurance, and the Government will not reimburse or otherwise pay for such insurance should any be purchased.

1.2. Background.

1.3. Scope of Work. *[the scope should explain the services to be provided and who the services are to be performed for, take into consideration that this information will assist the KO administering the contract to make a scope determination at a later date]* The contractor shall provide *[insert requirement description]* services to the Government at *[designated locations]*. The Contractor shall provide all required facilities, personnel, services, transportation, materials, equipment, and supplies required. *[Requirement description]* services will support the *[U.S. Army, U. S. Navy, and U. S. Air Force, Defense Health Agency, etc., as applicable]*. Use of this contract will be limited to those locations identified in *[provide location or exhibit as applicable or state location if an exhibit is not needed]*. No other locations will be considered at this time. Exhibit A is a list of locations and Exhibit B is a list of *[data]* by *[insert how data is compiled i.e. volume and location]*. All services shall be executed at *[contractor or government location]*.

1.4.

2. DEFINITIONS & ACRONYMS *[Definitions if the Federal Acquisition Regulation (FAR) take precedence over any defined within the PWS. In this section, only include definitions which differ from the standard commercial definition in order to create a common understanding between the contractor and the Government. For acronyms, include all acronyms used in the final version of the PWS.]*

2.1. Definitions

2.2. Acronyms

COR	Contracting Officer's Representative
CSP	Contract Service Provider
DoD	Department of Defense
HCP	Health Care Provider
KO	Contracting Officer
USC	United States Code

3. GOVERNMENT FURNISHED ITEMS AND SERVICES. *[Identify those items or services that will be provided for the Contractor's use (without cost to the Contractor) to allow them to provide the required services, such as materials, facilities, training, etc. Do not identify items that will remain in the Government's control as Government Furnished Equipment (GFE). Only those items which meet the FAR definition of GFE shall be identified as such.]*

3.1. Supplies/Materials.

3.2. Facilities.

3.3. Services.

3.4. Government Quality Assurance (QA).

4. CONTRACTOR FURNISHED ITEMS, SERVICES AND RESPONSIBILITIES. The Contractor shall furnish all supplies/materials, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this statement. *[Insert training, deliverables, compliance with laws, employee capabilities, facility licenses, etc. Be specific to regulations for the requirement.]*

4.1. Supplies/Materials.

4.2. Facilities.

4.3. Equipment

4.4. Personnel Qualifications.

5. DESCRIPTION OF WORK. [This is the meat of the PWS. All of the work to be performed under the contract should be described in sufficient detail here.]

5.1.

5.1.1.

6. APPLICABLE REGULATIONS AND MANUALS (Current Editions). *[List any publications, manuals, regulations which the Contractor must abide by.]*

6.1. Mandatory Publications.

6.1.1.

6.2. Reference Publications.

6.2.1.

7. LIST OF EXHIBITS/ATTACHMENTS: *[List all exhibits and attachments that will be useful for the Contractor to understand the requirement and rely on during proposal preparation. Each exhibit must be directly linked to the pricing of a line item and will be included in the resultant contract. Attachments are informational purposes only and may include historical information and estimates or other guidance such as how the Government will perform quality assurance. When there is more than one exhibit, each exhibit is identified by an alpha character (i.e. Exhibit A, Exhibit B, Exhibit C, etc.) and when there is more than one attachment, each is identified by a number (i.e. Attachment 1, Attachment 2, Attachment 3, etc.). Attachments are for solicitation purposes only and are not included in the resultant contract.]*

7.1. Exhibit A– Performance Requirement Summary (PRS)

7.2. Attachment 1 – Quality Assurance Surveillance Plan (QASP)

(End of Performance Work Statement)