

**GEMS TASK ORDER (TO) PERFORMANCE WORK STATEMENT (PWS)
as of dd/mmm/yyyy**

(The PWS must have an “as of” date. When PWSs are revised for TO modifications (after award) each revised PWS will have a new “as of” date.)

*(**REMEMBER** to delete all italicized text, contained within parentheses herein when completing your PWS. It is shown here for instructional purposes only and must not remain part of the final PWS.)*

Contract Number:	<i>(completed by the KO at time of TO award)</i>
Task Order Number:	<i>(completed by the KO at time of TO award)</i>
GEMS Tracking Number:	<i>(completed by the KO when complete package is received)</i>
Follow-on to GEMS Contract and Task Order Number:	<i>(If this is a follow-on order, as defined in Chapter 4.1.e(3), insert the contract number <u>and</u> the TO number to which it is a follow-on. If this is not for a follow-on order, state “Not Applicable”)</i>

1. Task Monitors (TMs). *(Identify the individuals who will act as the Primary and Alternate TMs. TM responsibilities are explained in Chapters 2, 3, 4 and 5 of the GEMS Task Order Guidelines.)*

a. Primary TM.

Name:	
Organization:	
Address:	<i>(TM's physical mailing address)</i>
Phone Number:	
Fax Number:	
E-Mail Address:	<i>(MANDATORY - GEMS uses electronic commerce to process pre-and post-award actions)</i>

b. Alternate TM.

Name:	
Organization:	
Address:	
Phone Number:	
Fax Number:	
E-Mail Address:	

2. Task Order Title. *(Provide a short, descriptive title of the work to be performed)*

3. Background. *(Reasons why this effort is required. Describe any parallel efforts to current contracts or any prior contracts, procurements, task orders, other agency activities and/or industry efforts. State if the requested work relates to work already accomplished or ongoing through other vehicles.)*

4. Objectives: *(Provide a concise overview of the goals and expected results of this TO.)*

5. Scope. *(Indicate which GEMS contract task area(s) from the list below apply to the work to be performed. Delete from the list any task area(s) that do(es) not apply to your PWS.*

- **Task Area 1 – Task Order Management**
- **Task Area 2 – Information Technology Management Support**
- **Task Area 3 – Verification and Validation of Engineering Solutions**

- **Task Area 4 – Information Technology Services**

6. Performance Requirements. *(Provide a narrative of the specific performance requirements or tasks that make up the PWS. Number the tasks sequentially, e.g., Task 1 - Title of Task and description, Task 2 - Title of Task and description, etc. Describe in clear terms, using active language, what work will be performed. The requirement must be defined sufficiently for the contractor to submit a realistic proposal and for the Government to negotiate a meaningful price or estimated cost. PWSs must be “outcome-based,” i.e., they must include the development and delivery of actual products (e.g., assessment report, migration strategy, implementation plan, etc.). The services acquired must not fall into the category of “personal services.” Personal services are those contracted efforts that, by express terms, or as administered, make contractor personnel appear, in effect, as Government employees. See FAR Part 37.102 for a detailed discussion of personal services. The GEMS contracts do not allow optional or unfunded tasks. Tasks that cannot be pursued either because funding is not currently available or because a decision point will precede initiation of a task must not be included. If it is necessary or desirable to advise the contractor that a potential exists for follow-on work (either through a modification to this TO or through a separate TO), include this information in Paragraph 15, below).*

For each requirement, there should be a corresponding standard(s), a statement of the maximum allowable degree of deviation from the standard, the method of surveillance to determine whether the standard is met, and a positive and/or negative incentive based on adherence to the standard.

6.1 Task 1 - Enterprise Management Controls. *(Example)*

6.1.1 Subtask 1 - Integration Management Control Planning. Provide the technical and functional activities as required for integration of all tasks specified within this PWS. Include productivity and management methods such as quality assurance, progress/status reporting and program reviews. Provide the centralized administrative, clerical, documentation and related functions.

6.1.2 Subtask 2 - Task Order Management. Prepare a Task Order Management Plan describing the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule requirements throughout TO execution. Provide a monthly status report monitoring the quality assurance, progress/status reporting and program reviews applied to the TO.

Deliverables: **Task Order Management Plan** *(Example)*
 Monthly Status Report

6.2 Task 2. *(Description)*

6.2.1 Subtask 1. *(Description)*

6.2.2 Subtask 2. *(Description)*

Deliverables: **Test Plan** *(List the deliverables associated with each task.)*
 Software Release Report

7. Performance Standards. *(Performance standards establish the performance levels required by the Government. These standards are driven by the application systems being converted or developed. The agency should ensure that each standard is necessary, carefully chosen and not unduly burdensome. Agencies should identify only those standards that are essential and should express the standards in clear, concise, commonly used, easily understood, measurable terms. Agencies should not repeat material in the PWS that is already included in other parts of the contract. Agencies also should not include detailed procedures in the PWS that dictate how work is to be accomplished. Instead, they should structure the PWS around the purpose of the work to be performed, i.e., what is to be performed, rather than how to perform it. For example, instead of requiring that the lawn be mowed weekly, or that trees be pruned each Fall, state that the lawn must be maintained between 2-3” or that tree limbs not touch utility wires or buildings.)*

8. Quality Assurance Surveillance Plan (QASP). *(Provide a short summary of the QASP here, which is a separate, stand-alone document. The QASP provides the Government flexibility in measuring performance and serves as a tool to*

assure consistent and uniform assessment of the contractor's performance. The QASP focuses primarily on what the Government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, the maximum acceptable defect rates, and the value of each performance requirement as a percentage of the overall contract. A good QASP should include a surveillance schedule and clearly state the surveillance methods to be used in monitoring the contractor's performance. The acceptable quality level, as defined in the QASP, establishes a maximum allowable error rate or variation from the performance standards.)

9. Incentives. (Incentives should be used when they will encourage better quality performance and may be either positive, negative or a combination of both; however, they do not need to be present in every performance-based contract as an additional fee structure. In a fixed price contract, the incentives would be embodied in the pricing and the contractor could either maximize profit through effective performance or have payments reduced because of failure to meet the performance standard.

- *Positive Incentives* - Actions to take if the work exceeds the standards. Standards should be challenging, yet reasonably attainable.
- *Negative Incentives* - Actions to take if work does not meet standards.

The definitions of standard performance, maximum positive and negative performance incentives, and the units of measurement should be established in the solicitation. They will vary from contract to contract and are subject to discussion during a source selection. It is necessary to balance value to the Government and meaningful incentives to the contractor. Incentives should correlate with results. Follow-up is necessary to ensure that desired results are realized, i.e., ensure that incentives actually encourage good performance and discourage unsatisfactory performance.)

10. Place of Performance. (Specify whether the work will be performed at the contractor's site or at a Government site. Describe any local or long distance travel the contractor will be required to perform. Identify the to/from locations of the trips, number of travelers and number and duration of the trips.)

IMPORTANT NOTE: For internal DISA contract users, you are highly discouraged from specifying that work must be performed within Government facilities, unless absolutely necessary. If work must be performed in Government spaces, a written waiver must be submitted to D41. Contact Ms. Melissa McGinness for further information regarding waiver format and procedures at (703) 681-1675.

11. Period of Performance. (State in terms of total *calendar* days after TO award (e.g., 365 calendar days after TO award). The period of performance is **limited to the period of time between TO award and the funds expiration date on the funding document**. The use of "calendar days" is important because it provides an accurate understanding of the actual length of the TO and allows the actual dates of performance to be set at the time of TO award.)

12 Delivery Schedule. (Describe the items to be delivered throughout the period of performance and at completion of the TO. The delivery schedule format is as follows:)

PWS Task#	Deliverable Title	Format	Number	Calendar Days After TO Start
1	Task Order Management Plan	A003/DI-MGMT-80347	Standard Distribution*	Draft - 15 Final - 30
2	Monthly Status Report	Contractor-Determined Format	2 Copies to TM; Letter Only to KO	Monthly, on 5th Workday
3	Development Software	Contractor-Determined Format	Standard Distribution*	180
4	(Continue as needed)	to document all deliverables	specified in Para. 6)	
* Standard Distribution: 1 copy of the transmittal letter <u>without</u> the deliverable to the Contracting Officer (DITCO/DTS32); 1 copy of the transmittal letter <u>with</u> the deliverable to the Primary TM				

- **PWS Task#** - State the task from Paragraph 6 of the PWS that requires this deliverable.
- **Deliverable Title** - State the title of the deliverable (e.g., Assessment Report, Integration Plan).
- **Format** - You may either provide Government-specified format **or** contractor-determined format. **If no format is specified for a deliverable, that item will be delivered in contractor-determined format.**
- **Number** - If you require a number of copies over and above that shown in the standard distribution, specify in this column (e.g., "one electronic copy in Microsoft Word Office 2000 Version and one hard copy").
- **Calendar Days After TO Start** - For items that have a frequency, state the appropriate frequency (e.g., "monthly on the 10th work day," or "10 calendar days after draft plan approved." **Do Not** use "as required" as a deliverable due date).

13. Security. (State whether the work will be UNCLASSIFIED, CONFIDENTIAL, or SECRET based on your knowledge of the requirement. The Contract Security Classification Specification, DD Form 254, in the GEMS contracts provides for a SECRET level classification and at least SECRET safeguarding at the prime contractor's facility. The contract-level DD Form 254 does not authorize TOP SECRET, SCI, NATO, Tempest, etc. If the contract-level DD Form 254 is not adequate for your project, this paragraph must include the required security level (as stated above) plus the statement, "Also see attached DD Form 254." The TM must provide a task order-level DD Form 254 to include any security restraints or releasability constraints that will have an effect on performance of the tasks defined in the SOW. Include the DD Form 254 in Microsoft Word Office 2000 Version or lower, titled DD Form 254.doc, with your requirements package. Processing a DD Form 254 for unique security requirements may extend the timeline to award the TO. **REMINDER** - the SOW itself must be UNCLASSIFIED.)

14. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI). (Identify any GFE and/or GFI, and any limitations that will be provided to the contractor. For GFE, provide serial numbers and all identifying information. (Note: If GFE is a sizable list, indicate for example, "50 PC Pentium IVs," and state that serial numbers will be provided at TO award, along with location and delivery method.) For GFI, list by document number and title, date, etc. Include standards, specifications, and other reference material required to perform the TO. Include any facilities the Government may need to provide to contractor personnel for project performance)

15. Other Pertinent Information or Special Considerations. (Include any special considerations or unique requirements necessary to accomplish the TO (e.g., "specialized experience with UNIX") and/or any additional information that will be helpful in determining reasonable approaches and cost estimates for the TO. As appropriate, this section needs to contain:)

a. **Identification of Possible Follow-on Work.** (Any additional work that may result from completion of this TO, which may be added at a later date as a modification to this TO, or that may be helpful to the contractor in determining the best overall approach for the TO)

b. **Identification of Potential Conflicts of Interest (COI).** (Any situation that may influence which contractor should be awarded the TO. FAR Part 9.501 defines "organizational COI" as a situation where because of other relationships or activities a person (company) is unable or potentially unable to render impartial assistance or advice to the Government or cannot objectively perform contract work or has an unfair competitive advantage. FAR 9.502 states that "an organization COI may result when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work to be performed on the instant contract creates an actual or potential COI on a future acquisition." An "organizational COI" exists when the nature of the work to be performed may, without some restriction on future activities, (1) result in an unfair

competitive advantage to the contractor on GEMS work or on other contracts or (2) impair the contractor's objectivity in performing the contract work. In services contracts such as GEMS, it is the latter which may most often occur because of a contractor's access to proprietary information, the evaluation and analysis of products which it may produce, and/or its role as an advocate in contract performance or other situations. The primary burden is on the contractor to identify any organizational COI, however, the Government has the responsibility to identify and evaluate such conflicts. The KO is charged with avoiding, neutralizing or mitigating such potential conflicts. Section H.20 of the GEMS contract applies. **It is the customer's responsibility to determine that no organizational COI exists.** This is because the customer is more familiar with its requirements and the history of the requirements than the DISA KO could ever be. The customer should request approval from their KO if a competitive requirement which is similar to the work on the GEMS SOW is contemplated by their agency. Therefore, the customer must make a determination that no COIs exist, or identify any potential COI that may exist for the execution of this TO.

c. **Identification of Non-Disclosure Requirements.** (GEMS contractors must execute non-disclosure agreements when they work with sensitive and/or proprietary information. **Your SOW must identify any sensitive or proprietary information to which the GEMS contractor will have access during TO execution so the non-disclosure agreements can be signed by the time the TO is awarded.**)

d. **Packaging, Packing and Shipping Instructions.** (Provide any task order-unique requirements that exceed those stated in Section D of the GEMS contract.)

e. **Inspection and Acceptance Criteria.** (Include any additional requirements that exceed those stated in Section E of the GEMS contract. In the event the product delivered as a result of this task order, requires C⁴I interoperability, inspection and acceptance criteria shall include that the requiring activity will obtain appropriate certification/accreditation, i.e. certification by DISA, Joint Interoperability Test Command.)