

U.S. ARMY SERGEANTS MAJOR ACADEMY
Sergeants Major Course (SMC)
F400: Contract Support Operations

Lesson F404
Performance Work Statement

Reading A
Developing a Performance Work Statement in a Deployed Environment

HANDBOOK

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Developing a Performance Work Statement

in a Deployed Environment

Tactics, Techniques, and Procedures



Approved for Public Release
Distribution Unlimited

Developing a Performance Work Statement	
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Chapter 3

English 101: Guidelines for Writing a Performance Work Statement

When writing a performance work statement (PWS), focus on the intended audience. Both the author and the reader must understand the PWS. A variety of personnel from diverse disciplines and backgrounds, such as those from foreign countries, will read and interpret each PWS. Moreover, offerors (usually local nationals or third country nationals in a deployed environment) will interpret words within the PWS to identify potential costs and to determine anticipated profit as well as the ability to compete with other offerors. Therefore, write the PWS with terms that are clear, simple, concise, and legally enforceable.

Writing Guidelines

Style

Style is how you express ideas in phrases, sentences, and paragraphs. Strive to present information in a concise, accurate, thorough, and logical sequence. Avoid 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 creating two or three short, simple sentences limited to a single thought or idea. Avoid legal phrases, technical jargon, and other elaborate phrases. Strive to omit extraneous words or phrases; eliminate unnecessary words from sentences and omit unnecessary sentences from paragraphs.

Paragraphs

A paragraph may consist of one or more sentences to state and discuss a single idea or similar ideas. State the main idea in a topic sentence at the beginning of the paragraph. The topic sentence provides a base for subsequent sentences that develop and support the main idea. While paragraph length will vary, avoid long paragraphs that may crowd ideas and confuse the reader. Shorter paragraphs are more visually appealing and easier to read and understand. Number paragraphs for easy reference.

Usage

Use the active voice. In the active voice, the subject performs rather than receives the action. The active voice is clearer and uses fewer words without reducing clarity. The active voice makes the subject (the contractor) responsible and accountable for the action or performance required.

Active versus passive voice for routine services:

Active	Passive
Clean up all debris at the end of each workday.	The debris shall be picked up at the end of each workday.
Empty trash containers twice a week.	Trash containers shall be emptied twice a week.
Install new air filters in accordance with manufacturer's recommendations.	New air filters are required in accordance with the manufacturer's recommendations.

Ambiguity

Ambiguity is the use of vague, indefinite, or uncertain terms and words. Examples of some ambiguous phrases include securely mounted, properly assembled, and carefully performed. The PWS must be free of ambiguous words or phrases such as etc., as required, as directed, good workmanship, assist, best commercial practice, including but not limited to, and as necessary. These terms are ambiguous because one cannot quantify, precisely measure, or state objectively what they mean.

Punctuation

Use minimal punctuation. Since the goal is to write simple, short, concise sentences, a well-written document should require minimum punctuation. When complicated punctuation is required, consider rewriting the sentence. Construct sentences so that inadvertent misplacement or elimination of a punctuation mark will not alter the intended meaning. For maximum clarity, follow the formal rules of punctuation.

Abbreviations and acronyms

Abbreviations and acronyms are a form of shorthand used to make complex terms short and precise. However, they can cause misunderstandings when the reader is from outside the U.S. or if the abbreviations and acronyms have multiple meanings; for example, CO can mean commanding officer, commissioned officer, or change order. Upon first use, use the complete term followed by the abbreviation or acronym in parentheses. When there are many abbreviations or acronyms, develop a glossary.

Symbols

Use the full word associated with the symbol unless the meaning is universally clear

Numbers

Spell out numbers under 10 except when they represent dimensions. Use the numeral form for figures 10 and above. Represent dimensions, degrees of temperature, percentages, and dollars and cents as numerals. 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 of the numbers (for example, six 55-gallon metal drums).

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

The following is a list of commonly misused and abused words, phrases, and terminology that when improperly applied will confuse the reader and obscure rather than clarify the requirements:

- Shall and will. Use “shall” to specify that a provision is binding and to describe the contractor’s work requirements. Use “will” to express a statement of acts and actions that will occur.
- Shall and should. Use “shall” to specify that a provision is binding; it ordinarily is used to describe the work required to be done by the contractor. Use “should” to indicate an expected course of action or policy that is to be followed unless inappropriate for a particular circumstance.
- Any and either. These words imply a contractual choice. 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. For instance, clean glass on either side is incorrect if the intent is to require the contractor to clean both sides of the glass.
- And, or, and/or, and etc. Use “and” if both conditions are true and “or” if only one of the conditions is true. Avoid using “and/or” because using those two words together creates ambiguity (are both conditions true or is only one true). Also, avoid the use of “etc.” because the reader may not be aware of what constitutes the subset of etc.

Remember, a well-written PWS:

- Meets the SMART (specific, measurable, attainable, relevant, and timely) test.
- Provides a complete definition of the work requirements.
- Withstands changes in staffing—both contractor and requiring activity.
- Minimizes interpretation errors.
- Details obligations, expectations, and deliverables.

- Identifies acceptance criteria to ensure desired outcomes are achieved.
- Ties deliverables to contractor payments.



Figure 3-1. The consequences of a poorly-written PWS for a gravel parking area.

Chapter 4

Eight Steps to Developing a Performance Work Statement

Step 1: Plan

Overview

Step 1 discusses the four primary components in developing a performance work statement (PWS) and a quality assurance surveillance plan (QASP):

- Market research
- Forming the writing team and finding the right resources
- Developing a project plan with milestones
- Developing a decision plan (proactive approach to resolving issues)

Careful planning makes better use of resources, minimizes interruptions in activity performance, saves time, and obtains the service required to support the Soldiers and mission.

Market research

The acquisition team must conduct market research to understand the standard performance parameters in the local marketplace, and then work to draft a PWS that incorporates the appropriate local practices.

Forming your team

Gather the best people for the PWS writing team and obtain leadership support from the beginning. The development of a quality PWS is the result of a team effort. The members of the team are usually from the requiring activity, other units with subject matter expertise, and the local supporting contracting office. The team is typically composed of the following individuals:

- The PWS team leader (most likely you) has the authority and responsibility for developing the PWS and QASP.
- Subject matter experts provide functional knowledge to describe the service and recommend how to measure and accept the service. It is likely these individuals will be contracting officer's representatives (CORs) for this contract.
- The supporting contracting office provides the necessary authority and technical experience in contracting to approve the final product and initiate the contract.
- Other stake holders such as the supply officer or supported customer provide the necessary guidance and information.

(**Tip:** There are no absolutes in selecting PWS team members. Required skills are situational, and you should consider them within the context of the entire team.)

Most requiring activities (units) can find individuals to fill these roles, but these individuals often have other duties in a deployed environment. The leadership must make the hard decision to allocate the proper time, resources, and individuals required to develop a proper PWS.

Work space

Do not overlook the need for office space for the PWS team members. The PWS team must have secure facilities where it can store its materials and work with limited interruptions. Many times your supporting contracting office will have limited office space to offer.

Security concerns

Do not leave sensitive information on your desk or computer screen and do not discuss this information in common areas. Factors affecting security are the degree of sensitivity of the information; nature of the threat to the information; vulnerability of the information; options that are available for protecting the information; and organizational facilities and capabilities for secure handling, storage, and transmission. Much of your information, such as troop numbers, grid coordinates, and other related information, will be classified. Remember, the acquisition process begins at the point the unit's needs are established. All personnel should understand the adverse impact of inappropriate disclosure of sensitive information regarding future procurements. Early in the acquisition planning process and throughout the development of the government's requirements in writing the PWS, the contracting officer (KO) will advise the acquisition team of the negative consequences and prejudicial impact of improperly releasing information to potential future offerors.

Initial team meeting

The PWS team leader should receive guidance and training from the supporting contracting office.

During the initial meeting, team members should:

- Introduce roles and responsibilities.
- Begin to identify issues.
- Review all documents to date (initial requirements document, purchase request, and other supporting documents).

Go over this checklist for the team's key players

Key Player	Tasks
Requiring activity	Meet with PWS team lead frequently to monitor progress, give guidance, and provide liaison to customers.
	Review the PWS at 50 percent and 75 percent completion and provide comments.
	Review PWS at 100 percent completion and provide final comments before the PWS is finalized for solicitation.
	Meet with the PWS team as needed to provide guidance and support for its efforts.
PWS team leader	Oversee the PWS team and stay on schedule for completion of the PWS and QASP.
	Develop the QASP.
	Assign tasks to team members, including writing sections of the PWS and formatting the technical exhibits.
	Monitor team members to assure they complete the work as scheduled.
	Arrange for review by customers, stakeholders, management, and requiring activity when 75 percent complete and incorporate recommended changes.
	Arrange for review by requiring activity and incorporate recommended changes.

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Key Player	Tasks
PWS team leader (continued)	Conduct team meetings as needed to review work completed, assign new tasks, and respond to questions from the team.
	Develop evaluation criteria.
Contracting office	Assist the requiring activity and PWS team in the development of the PWS.
	Arrange for review of the PWS.
	Ensure the PWS is adequate and appropriate to serve as a basis for the contract award.
Others	Assist the requiring activity in the development of the PWS.

What is the milestone schedule?

Perhaps the most overlooked planning step (besides writing the PWS) is developing the milestone schedule. The milestone schedule provides overall, critical completion times for each major requirement and appropriate review and coordination (when required). Keep in mind that milestones may be changed for larger, more complex contracts (consult your supporting KO for further details).

Milestone schedule example:

Requirements documents completed	0X/0X/20XX
Statements of work and PWS approval	0X/0X/20XX
Acquisition review board	0X/0X/20XX
Funding for purchase request	0X/0X/20XX
Request for quotations	0X/0X/20XX
Receipt of quotations	0X/0X/20XX
Evaluation of quotations	0X/0X/20XX
Discussion	0X/0X/20XX
Award of contract and notice to proceed	0X/0X/20XX

(**Tip:** Early planning including the user and all acquisition team members to the maximum extent practicable is essential in determining overall success. Ultimately, the KO will decide upon the precise milestone dates; just make sure it works with the requiring activity objective.)

Step 2: Define the Requirement

Planning should start by focusing on the big picture of the acquisition. What requirement needs to be satisfied, and how will this acquisition meet the needs of the requiring activity? The requirement should also address the criticality of need. In certain contingency operations, criticality of need may supersede certain acquisition processes. See your contracting support element for clarification.

Step 3: Identify Desired Results

Results are what the acquisition is intended to accomplish. The desired results are the ideal outcomes of contract performance. Examples of desired results include a clean building, broader dissemination of information, and increased levels of maintenance. The PWS team must ask what it wants out of this acquisition and define what the tasking intends to achieve in terms of outcomes and deliverables. The answer will be specific to each acquisition, and the team should develop the answer during its work sessions. This analysis will provide the basis to develop a work breakdown structure (WBS) for formulating the PWS.

Begin by listing what the PWS should accomplish in order to satisfy the overall requirement. For example:

- What outcome is needed?
- When is the outcome needed?
- Where is the outcome needed?
- Who needs the outcome?
- Why is the outcome needed?
- What will be done with the outcome?
- What will occur as a result of the outcome?
- Is the outcome worth the effort and cost?
- Would a different outcome be preferable?

After the team clearly identifies the desired results, it must identify what outcome will constitute success. For example, the customer desires a clean building. A clean building is the result. Defining success means defining how the customer knows if the building is clean—the floors are mopped, the surfaces are dusted, and the carpets are vacuumed.

Keep in mind the link between level of service and cost; it is important to define the level of service required so as not to unnecessarily exceed requirements and cost. Polishing the brass doorknobs may improve the Feng Shui feeling for the commander but at what cost?

Step 4: Create a Work Breakdown Structure

Use the WBS to facilitate a logical arrangement of all elements of the work targeted in a performance-based contract. Simultaneously use the checklist provided below for the performance-based acquisition team to trace all the necessary elements of the project. Generally your WBS will only serve as an internal planning document. Do not use the WBS in your actual PWS.

Creating a WBS checklist:

- Identify the overall service or output required from the contractor.
- Divide the job into all its parts and subparts.
- Clarify the relationships among all the parts.
- Write one requirement sentence describing the desired result of each subtask.
- Conduct a review and finalize the WBS.

Finalizing the WBS checklist:

- Check the scope statement for completeness and accuracy.
- Check that each activity is broken down into all tasks necessary for that activity to be completed.
- Check that all tasks are identified and defined in “do what” terms not “how to” terms.
- Check that completion criteria are defined for each task.
- Check that the data requirements (reports, software, or other deliverables) have been identified and associated with tasks.
- Check that all required government-furnished property has been identified.

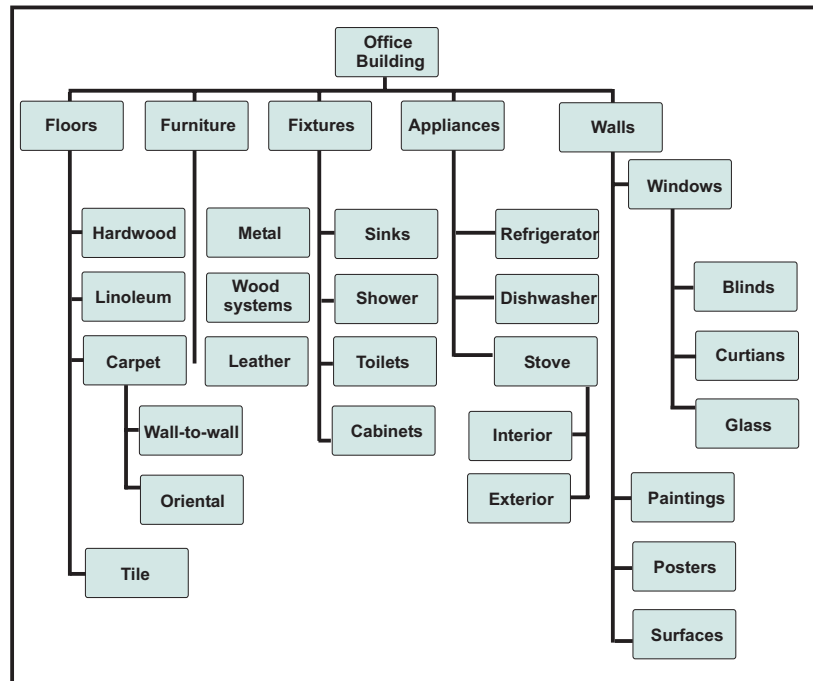


Figure 4-1. Example of a WBS for cleaning an office building

At each level of breakdown, the parts must be mutually exclusive and collectively exhaustive of the next higher level. Furthermore, there must be no overlap among the parts at a particular level, and nothing must be left out.

Develop a performance standard for each item on the WBS

Performance standard = (Attribute of the service object that you want the contractor to change) + (a specific attribute description or measurement)

Example:

Object: Floors

Floors must be free of all visible dirt and refuse

Object: Toilets

Each toilet must be supplied with a full roll of toilet paper, sanitized, and free of all visible fecal matter, urine, and refuse

Ensure you develop a performance standard for each element at the lowest level of work breakdown. What you see, smell, hear, taste, or feel is the determinant of acceptability.

Once you have identified your set of performance standards, apply the SMART test by asking, are these performance measures:

- Specific?
- Measurable?
- Attainable?
- Relevant?
- Timely?

Step 5: Collect and Analyze Goals or Outcomes

Most of the data should be collected during preliminary planning and available to the PWS team already. However, your data may be marginal at best. For example, the purchase request may only say “contract to clean office headquarters building number 123 on forward operating base ABC.”

If your data is marginal conduct interviews to gather further details:

- Customer view: Ask the supported customer what he expects from the contractor. This question should be asked and answered in writing.
- Requiring activity view: Obtain higher-level guidance and expected outcomes. Many times the customer’s view and his headquarters’ view will differ and you must hash out the must do from the nice to have.

- **KO view:** You can compare your requirement to the same type of activity provided by a preexisting or old contract on file with your supporting contracting office. Often using a similar, preexisting PWS will assist you in developing your own. Do not reinvent the wheel unless you have to but do not simply copy another PWS; no two are alike.

Manage expectations from the beginning and ensure the requiring activity approves the initial concept before you start writing the PWS.

(Tip: The PWS is your roadmap for the contractor engagement. Ensure it accurately reflects the specific tasks and obligations during the course of performance. Most contractual problems are directly attributable to the lack of a properly written PWS.)

Step 6: Write the PWS

Once you have completed the tree diagramming, data collection, and performance standards, write the PWS.

(Tip: Begin writing the PWS at the same time you begin collecting and analyzing data. Most PWS sections are boilerplate (see your KO for this information). PWS teams save time by beginning to write sections that are ready while they finish data collection and analysis on other sections.)

To ensure you write a good PWS, coordinate comments from the requiring activity before you give the final PWS to the supporting contracting office for execution. In some situations your draft PWS will be submitted with the requirements document to the acquisition review board for review and approval prior to submitting it to your supporting contracting office. In any case, ensure your supporting contracting office is part of your PWS team.

Delegating Checklist on Developing Sections of a Performance Work Statement

As discussed in Chapter 2, the PWS becomes Section C of the solicitation. You must develop the following sub-sections:

Point of Contact Responsible	Action
Name _____	Section C-1: General information to include scope of work, general operating conditions, personnel matters, and other relevant information.
Name _____	Section C-2: Definitions of all special terms, phrases, and acronyms used in the PWS.
Name _____	Section C-3: Government-furnished property (GFP) and services provided to the contractor for use in executing the PWS activities.

Point of Contact Responsible	Action
Name _____	Section C-4: Contractor-furnished items; details the items that the contractor is required to provide in executing the PWS activities.
Name _____	Section C-5: Specific tasks that the contractor is required to perform to include outputs, outcomes, and quality control requirements.
Name _____	Section C-6: Applicable documents, specifications, manuals, and regulations governing the requirements included in the PWS.
Name _____	Release draft PWS for comment and approval.
Name _____	Finalize the PWS.
Name _____	Respond to questions and comments.

The PWS Format

Write the PWS in service contract format. First, develop an outline to provide structure for the document. The following is a sample outline. The PWS falls in Section C of the RFP. The standard numbering scheme for service contracts is legal numeric (for example: 1, 1.1, 1.2, . . .). See PWS examples in Appendices A, B, and C for the legal-numeric formatting.

Section 1: General

This section includes a broad overview of the PWS and a description of the scope of work.

Section 2: Definitions

This section includes terms and phrases readers need to know to understand the PWS.

Section 3: Government-furnished property and services

This section references applicable exhibits and specific terms and conditions not covered in the Federal Acquisition Regulation clauses.

Section 4: Contractor-furnished items

This section holds the contractor accountable for all items he must provide to perform the services. This section may include specific standards for items.

Section 5: Requirements

This section is the heart of the PWS. Most of the analysis of activities will be in this section.

Section 6: Publications and forms

This section references exhibits that list the documents and forms the contractor needs to perform the work.

Technical exhibits

Some items are too bulky to include in the main body of the PWS (for example, spreadsheets with workload data). Also, you may want to include information helpful to the potential contractor. Use technical exhibits for this purpose.

After you have developed the outline, focus writing the most important section—C-5: Requirements—first.

Step 7: Write the QASP

The QASP defines the process the government uses to evaluate the contractor's execution of the PWS.

The QASP explains the following:

- What will be monitored.
- How monitoring will take place.
- Who will conduct the monitoring.
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Instead, the QASP is created on the premise the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations, such as acts of God (bad weather or earthquakes) or situations resulting from a combat environment, may occur.

The QASP is a living document, and the KO may review and revise it on a regular basis. However, the KO shall coordinate changes with the contractor. Updates must ensure the QASP remains a valid, useful, and enforceable document. The contractor and the CORs implementing the surveillance activities must receive copies of the original QASP and any subsequent revisions.

Methods of surveillance

After contract award, the COR should review the performance standards in the contract to determine if the selected monitoring methods are appropriate to monitor each performance standard. Within a QASP, multiple surveillance methods may be used.

Various methods exist to monitor performance. The COR will use one or more of the surveillance methods listed below. However, regardless of the surveillance method, the COR must always contact the KO when a defect is identified and inform him of the specifics of the problem.

Contractor performance must be monitored in some fashion to determine the rate of success. As much as possible, human biases should be eliminated from the surveillance process. The objective is to assess the contractor's performance against established performance standards. The following procedures are the most common methods of surveillance:

- Random sampling. Receipt of acceptable performance is based on a percentage of successful assessments. Random sampling is the most appropriate method for frequently recurring tasks.
- Periodic sampling. Evaluations are scheduled for specific intervals or dates. This sampling may be appropriate for tasks that occur infrequently.
- One hundred percent inspection. Only appropriate for the most stringent requirements where health or safety is on the line.
- Trend analysis. This technique is used to assess the contractor's ongoing performance. A database can be built with the data to continually evaluate performance.
- Customer feedback. Allows end users to evaluate and provide feedback on the service received. This form of surveillance is useful for areas that do not lend themselves to observation. Because of this, evaluators can focus time in other areas. With this approach, it is important the end-users providing feedback understand the contract performance standards.

Surveillance results may be used as the basis for actions (to include payment deductions) against the contractor. In such cases, the inspection of services clause in the contract becomes the basis for the KO's actions.

When unacceptable performance occurs, the COR must inform the contractor in writing unless circumstances necessitate verbal communication. In any case, the COR must document the discussion and place it in the COR's file.

When the COR determines formal written communication is required, the COR prepares a contract discrepancy report (CDR) and presents it to the contractor. A CDR template should be part of the QASP.

The contractor must acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR also will state how long after receipt the contractor has to present this corrective action plan to the COR. The KO shall review the contractor's corrective action plan to determine acceptability.

Any CDR may become a part of the supporting documentation for contract payment deductions, fixed fee deductions, award fee nonpayment, or other actions deemed necessary by the KO.

During contract and order performance, the COR shall take the periodic measurements that the QASP specifies. It may help if the government prepares a work sheet with a schedule for executing the surveillance measures listed in the QASP. This work sheet shall be for government use and shall not be shared with the contractor.

Step 8: Finalize the Performance Work Statement

(**Tip:** To encourage stakeholder review and comment, the PWS team should e-mail the PWS to all stakeholders.)

Performance Work Statement Checklist

Actions for final review:

- Does the PWS contain all required elements and is it ready for detailed review?
 - Section C-1: General information
 - Section C-2: Definitions
 - Section C-3: GFP and government-furnished services
 - Section C-4: Contractor-furnished items and services
 - Section C-5: Specific tasks for the contractor
 - Section C-6: Applicable documents governing the requirements in the PWS
 - Technical exhibits
 - Maps and work area layouts
 - QASP written with performance measures and standards
- Does Section C-1 (general information) provide a satisfactory overview of the PWS?
- Are the roles of a project or contract manager and any special personnel requirements (quality control, safety, environmental, security requirements, or specialized training) discussed? Are full-time requirements, on-site requirements, and 24 hours per day and 7 days per week requirements clear?
- Are the following requirements addressed?
 - Quality control by the contractor
 - Government quality assurance methods

- Hours of operation, including normal duty hours and a list of local holidays
 - Requirements to support emergencies and contingencies outside normal duty hours
 - Safety, fire prevention, physical security, traffic control, energy conservation, environmental, and other appropriate requirements
- Are the definitions in Section C-2 adequate?
 - Special terms in the PWS (including technical exhibits) defined and readily understandable
 - All acronyms, abbreviations, and special terms clearly defined
 - Terms used in Section C-5 (specific functions) clearly defined in Section C-2
- Are the provisions in Section C-3 for GFP adequate?
 - Responsibilities for accountability (initial, periodic, and closing inventory) and stewardship adequately stated for government-furnished material and government-furnished equipment
 - Conditions and standards adequately stated for contractor return of government property and facilities
 - Conditions and responsibilities adequately stated for leased property provided by the government
- Does Section C-4 (contractor-furnished items and services) provide sufficient guidance?
 - Categories of items that the contractor will supply (such as materials, tools, and equipment) adequately described
 - Standards provided for all materials or supplies that must meet minimum government standards
- Does Section C-5 (specific tasks) clearly identify work requirements?
 - Function and major tasks and subtasks broken down sufficiently so that the scope of work is reasonably clear
 - Specific performance tasks and the desired outcome for each job activity clearly described
 - Special duty hours (including night shifts, overtime, or weekends) specified for any tasks required outside normal duty hours
 - Reference sources cited accurate and current (such as in the instructions, manuals, and technical orders)

- Does Section C-6 (applicable publications and forms) reference all applicable directives or forms?
- Does Section C-6 clearly specify whether the contractor or the government will be responsible for obtaining future directive editions, supplements, amendments, or changes?
- Is the technical exhibits section in agreement with the PWS?
- Are all technical exhibits correctly cross-referenced to the proper sections of the PWS?
- Have all conclusions, comments, or recommendations resulting from negative responses to review steps been provided?
- Do any conclusions, comments, or recommendations constitute a significant error or omission requiring nonoccurrence, correction, and subsequent review?
- Does the PWS provide the basis for fair competition (a level playing field)? Is there anything either stated or omitted by the PWS that would shift the competition in favor of any bidder?
- Verify the PWS reviewed is the same as contained in the contract solicitation.

You can now forward the PWS to your supporting KO for final review.

Other Sections

Sections B, L, and M

Although the KO is responsible for Sections B, L, and M of the solicitation, the PWS team should provide input.

Section B (cost/price schedule)

The PWS team may help develop contract line item numbers or recommend variance ranges.

Section L (instructions to offerors)

Because the PWS team writes the content for technical evaluation, its members understand how proposals will be evaluated. Their input into how offerors should organize proposals is very important.

Section M (evaluation criteria)

The criteria, subfactors, and ranking all naturally flow from the PWS and development of instructions to offerors. The PWS team's input on this section is also very important.

Final Thoughts

Watch out for scope creep. It occurs when the requiring activity changes its mind midway through PWS development. Unfortunately, it is common when there is a failure in managing expectations from everyone's input at the beginning of PWS development. When you ensure you clearly understand and manage expectations early, you should not have this problem.

If scope creep happens, you can manage it with changes to clauses. In fixed-price supply contracts, the changes clause provides that the CO may at any time, by written order, make changes, within the general scope of the contract. The key words are "within the general scope of the contract." When a contractor receives a change order, the contractor typically has 30 days to submit a proposal for adjustment. The term "equitable adjustment" is the name for the process by which contractors recover the reasonable value for the work under which no agreement was reached on the fixed-price contract. The bottom line—stay away from scope creep, if possible.

A cardinal change is a unique subset of changes to the initial contract, a modification beyond the original scope of the contract, which requires the contractor to perform duties materially different from those originally bargained. Cardinal change is a breach of contract entitling the contractor to damages. Cardinal changes are considered potential attempts at unauthorized procurement. In other words, someone is overstepping the contract's legal bounds by attempting to derive extra benefits from the contractor.

Finally, a constructive change is an oral or written act or omission by the KO or other authorized government official that is construed as having the same effect as a written change order. A constructive change consists of two elements: (1) a change element that calls for examination of the actual performance to determine whether it went beyond the minimum standards demanded by the contract, and (2) an order element in which the government's representative (by word or deed) requires the contractor to perform work that is not a necessary part of the contract.