

ATTACHMENT D - CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT				
Contract Number:		Report No. for this Discrepancy:		
To: (Contractor/Manager's Name)		From: (Name of COR)		
5. Dates				
5a. Prepared:	5b. Returned by Contractor:	5c. Action Complete:		
Discrepancy or Problem: (Describe in detail. Include reference to PWS Directive; attach additional sheet if necessary.)				
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Signature of Contracting Officer or COR:				
8a. To: (Contracting Officer and/or COR)		8b. From: (Contractor)		
9. Contractor Response as to Cause, Corrective Action and Actions to Prevent Recurrence: (attach additional sheet if necessary.)				
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10a. Signature of Contractor Representative:			10b. Date:	
11. Government Evaluation: (Acceptance, partial acceptance, reflection; attach additional sheet if necessary.)				
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div>				
12. Government Actions: (Reduced payment, cure notice, show cause, other)				
<div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div> <div style="border-bottom: 1px solid black; height: 15px; margin-bottom: 2px;"></div>				
13. Close Out				
	Name	Title	Signature	Date
Contractor Notified				
b. COR				
c. CO				

VA786-16-C-0272
ATTACHMENT -E CONTRACTOR PRODUCTION REPORT

CONTRACTOR PRODUCTION REPORT (ATTACH ADDITIONAL SHEETS IF NECESSARY)					DATE		
CONTRACT NO:		TITLE AND LOCATION			REPORT NO		
CONTRACTOR				SUPERINTENDENT			
AM WEATHER			PM WEATHER		MAX TEMP (F)	MIN TEMP (F)	
WORK PERFORMED TODAY							
Schedule Activity No.	WORK LOCATION AND DESCRIPTION		EMPLOYER	NUMBER	TRADE	HRS	
	CODE COMPLIANT						
	Is the installation of equipment and material code complaint?						
	If it is code compliant what specific requirement (section, number) does it meet?						
JOB SAFETY		WAS A JOB SAFETY MEETING HELD THIS DATE? (If YES attach copy of the meeting minutes)			<input type="checkbox"/> YES	<input type="checkbox"/> NO	TOTAL WORK HOURS ON JOB SITE, THIS DATE, INCL CONT SHEETS
		WERE THERE ANY LOST TIME ACCIDENTS THIS DATE? (If YES attach copy of completed OSHA report)			<input type="checkbox"/> YES	<input type="checkbox"/> NO	CUMULATIVE TOTAL OF WORK HOURS FROM PREVIOUS REPORT
		WAS CRANE/MANLIFT/TRENCHING/SCAFFOLD/HV ELEC/HIGH WORK/ HAZMAT WORK DONE? (If YES attach statement or checklist showing inspection performed.)			<input type="checkbox"/> YES	<input type="checkbox"/> NO	
		WAS HAZARDOUS MATERIAL/WASTE RELEASED INTO THE ENVIRONMENT? (If YES attach description of incident and proposed action.)			<input type="checkbox"/> YES	<input type="checkbox"/> NO	TOTAL WORK HOURS FROM START OF CONSTRUCTION
Schedule Activity No.	LIST SAFETY ACTIONS TAKEN TODAY/SAFETY INSPECTIONS CONDUCTED					<input type="checkbox"/> SAFETY REQUIREMENTS HAVE BEEN MET.	
EQUIPMENT/MATERIAL RECEIVED TODAY TO BE INCORPORATED IN JOB (INDICATE SCHEDULE ACTIVITY NUMBER)							
Schedule Activity No.	Submittal #	Description of Equipment/Material Received					
CONSTRUCTION AND PLANT EQUIPMENT ON JOB SITE TODAY. INDICATE HOURS USED AND SCHEDULE ACTIVITY NUMBER.							
Schedule Activity No.	Owner	Description of Construction Equipment Used Today (incl Make and Model)				Hours Used	
Schedule Activity No.	REMARKS						
By signing this report the signee is in agreement that the installations and information in this report are accurate, have been inspected and are compliant with the contract documents, specific code requirements and Specification Section 01-40-01 1.5							
				CONTRACTOR/SUPERINTENDENT		DATE	

VA786-16-R-0272
ATTACHMENT - F CONTRACTOR QUALITY CONTROL REPORT

CONTRACTOR QUALITY CONTROL REPORT (ATTACH ADDITIONAL SHEETS IF NECESSARY)				DATE	
				REPORT NO	
PHASE	CONTRACT NO			CONTRACT TITLE	
PREPARATORY	WAS PREPARATORY PHASE WORK PREFORMED TODAY? YES <input type="checkbox"/> NO <input type="checkbox"/>				
	IF YES, FILL OUT AND ATTACH SUPPLEMENTAL PREPARATORY PHASE CHECKLIST.				
	Schedule Activity No.	Definable Feature of Work			Index #
INITIAL	WAS INITIAL PHASE WORK PREFORMED TODAY? YES <input type="checkbox"/> NO <input type="checkbox"/>				
	IF YES, FILL OUT AND ATTACH SUPPLEMENTAL INITIAL PHASE CHECKLIST.				
	Schedule Activity No.	Definable Feature of Work			Index #
FOLLOW-UP	WORK COMPLIES WITH CONTRACT AS APPROVED DURING INITIAL PHASE? YES <input type="checkbox"/> NO <input type="checkbox"/>				
	WORK COMPLIES WITH SAFETY REQUIREMENTS? YES <input type="checkbox"/> NO <input type="checkbox"/>				
	Schedule Activity No.	Description of Work, Testing Performed & By Whom, Definable Feature of Work, Specification Section, Location and List of Personnel Present			
REWORK ITEMS IDENTIFIED TODAY (NOT CORRECTED BY CLOSE OF BUSINESS)		REWORK ITEMS CORRECTED TODAY (FROM REWORK ITEMS LIST)			
Schedule Activity No.	Description	Schedule Activity No.	Description		
REMARKS (Also Explain Any Follow-Up Phase Checklist Item From Above That Was Answered "NO"), Manuf. Rep On-Site, etc.					
Schedule Activity No.	Description				
On behalf of the contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge except as noted in this report.					
			AUTHORIZED QC MANAGER AT SITE		DATE
GOVERNMENT QUALITY ASSURANCE REPORT					DATE
QUALITY ASSURANCE REPRESENTATIVE'S REMARKS AND/OR EXCEPTIONS TO THE REPORT					
Schedule Activity No.	Description				
			GOVERNMENT QUALITY ASSURANCE MANAGER		DATE

U.S. Department of Labor

Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>				ADDRESS										OMB No.: 1235-0008 Expires: 01/31/2015							
PAYROLL NO.			FOR WEEK ENDING			PROJECT AND LOCATION					PROJECT OR CONTRACT NO.										
(1)	(2)	(3)	(4) DAY AND DATE	(5)	(6)	(7)	(8) DEDUCTIONS					(9)									
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION	OT OR ST.	HOURS WORKED EACH DAY							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor); that during the payroll period commencing on the _____
(Building or Work) day of _____, _____, and ending the _____ day of _____, _____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

STATEMENT AND ACKNOWLEDGMENTOMB Control Number: 9000-0014
Expiration Date: 12/31/2014

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average .05 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0014, Office of Governmentwide Acquisition Policy, 1800 F Street, NW, Washington, DC 20405.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR				5. SUBCONTRACTOR	
a. NAME				a. NAME	
b. STREET ADDRESS				b. STREET ADDRESS	
c. CITY	d. STATE	e. ZIP CODE	c. CITY	d. STATE	e. ZIP CODE
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:					
a. NAME OF AWARING FIRM					
b. DESCRIPTION OF WORK BY SUBCONTRACTOR					

8. PROJECT		9. LOCATION	
10a. NAME OF PERSON SIGNING		11. BY (Signature)	
10b. TITLE OF PERSON SIGNING		12. DATE SIGNED	

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation (If included in prime contract see Block 6)	Construction Wage Rate Requirements
Payrolls and Basic Records	Apprentices and Trainees
Withholding of Funds	Compliance with Copeland Act Requirements
Disputes Concerning Labor Standards	Subcontracts (Labor Standards)
Compliance with Construction Wage Rate Requirements and Related Regulations	Contract Termination - Debarment
	Certification of Eligibility

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A		C	
B		D	
15a. NAME OF PERSON SIGNING		16. BY (Signature)	
15b. TITLE OF PERSON SIGNING		17. DATE SIGNED	

ATTACHMENT I - AIR BLADDER TANKS



ATTACHMENT J- PAST PERFORMANCE QUESTIONNAIRE

SOLICITATION: VA786-16-R-0272**INSTRUCTIONS:** -Offeror to complete boxes 1 through 7 before sending to past customer.-Boxes 8 through 10 to be completed by past customer of Offeror and returned to: kenneth.dougherty@va.gov no later than the date provided by the solicitation. **NOTE:** It is incumbent upon the offeror to have the customer send the completed questionnaire to email address above by the submission deadline.

1. Contractor Name, Address, Point of Contact:	2. Contract Number:	3. Contract Type:
1a. Name:	4. Contract Value (Current plus any unexercised Options) : \$	5. Period of Performance
1b. Address:	6. Customer Name / Evaluator's:	5a. From:
1c. Point of Contact & Contact Information:	6a. Customer Point of Contact Information (email):	5b. To:

7. DESCRIPTION OF REQUIREMENT:**8. RATINGS** - Summarize contractor performance and check the box corresponding to the performance rating for each category. See Rating Guidelines on subsequent pages for ratings categories and evaluation definitions.

QUALITY	1 <input type="checkbox"/> Unsatisfactory 2 <input type="checkbox"/> Marginal 3 <input type="checkbox"/> Satisfactory 4 <input type="checkbox"/> Very Good 5 <input type="checkbox"/> Exceptional	COMMENTS
SCHEDULE	1 <input type="checkbox"/> Unsatisfactory 2 <input type="checkbox"/> Marginal 3 <input type="checkbox"/> Satisfactory 4 <input type="checkbox"/> Very Good 5 <input type="checkbox"/> Exceptional	COMMENTS
MANAGEMENT	1 <input type="checkbox"/> Unsatisfactory 2 <input type="checkbox"/> Marginal 3 <input type="checkbox"/> Satisfactory 4 <input type="checkbox"/> Very Good 5 <input type="checkbox"/> Exceptional	COMMENTS
REGULATORY COMPLIANCE	1 <input type="checkbox"/> Unsatisfactory 2 <input type="checkbox"/> Marginal 3 <input type="checkbox"/> Satisfactory 4 <input type="checkbox"/> Very Good 5 <input type="checkbox"/> Exceptional	COMMENTS

9. OVERALL RATING (select one of the below):**WOULD or WOULD NOT**

“Given what I know today about the Contractor's ability to perform in accordance with the above contract or order's most significant requirements, I (would or would not) recommend them for similar requirements in the future.”

10. PRINTED NAME AND SIGNATURE OF EVALUATOR:**10a. EVALUATION DATE:**

RATING GUIDELINES:

QUALITY:

Assess the Contractor's conformance to contract or order requirements, specifications and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and health standards). Include, as applicable, information on the following:

- Has a quality product been provided? Specifically describe the Contractor's quality control system responsible for it. For example:
- Ability to maintain quality control
- CQC (Contractor Quality Control) documentation
- Identification and correction of deficient work
- Reviews of materials and shop drawings
- Whether there was incorporation of unspecified materials
- Does the product or service provided meet the specifications of the contract or order?
- Does the contractor's work measure up to commonly accepted technical or professional standards?
- What degree of Government technical direction was required to solve problems that arise during performance?

SCHEDULE:

Assess the timeliness of the Contractor against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).

This evaluation of the Contractor's adherence to the required delivery schedule should include the Contractor's efforts during the evaluation period that contribute to, or affect, the schedule variance. Also, address the significance of scheduled events (e.g., design reviews), discuss causes, and assess the effectiveness of the Contractor's corrective actions. This element applies to contract or order closeout activities, as well as contract or order performance. Instances of adverse actions, such as the evaluation of liquidated damages or issuance of Cure Notices, Show Cause Notices, and Delinquency Notices, are indicators of problems which may have resulted in variance to the contract or order schedule and should, therefore, be noted in the evaluation.

Questions to consider include the following:

- Is the Contractor completing the design/engineering services activities in a timely manner? This includes administrative activities, as well as meeting all scheduled milestones in the design process.
- Did the Contractor adequately schedule the work?
- Has the Contractor met administrative milestone dates?
- Has the Contractor met physical milestone dates specified by contract, or agreed to, in the project schedule?
- If the schedule has slipped through the Contractor's fault or negligence, has the Contractor taken appropriate corrective action of its own volition?
- Has the Contractor furnished all required deliverables on or ahead of schedule?
- Is the Contractor completing the construction activities in a timely manner? This includes administrative activities, as well as physical construction activities, such as submittal of a management response to Request for Proposal (RFPs), etc.
- Has the Contractor furnished updated project schedules on a timely basis?

MANAGEMENT:

Assess the integration and coordination of all activity needed to execute the contract or order, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the Contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts. Include, as applicable, information on the following:

- Is the Contractor oriented toward the customer?
- Is interaction between the Contractor and the Government satisfactory, or does it need improvement?
- Include the adequacy of the Contractor's accounting, billing, and estimating systems and the Contractor's management of Government Furnished Property (GFP) if a substantial amount of GFP has been provided to the Contractor under the contract or order.
- Address the timeliness of awards to subcontractors and management of subcontractors, including subcontract costs. Consider efforts taken to ensure early identification of subcontract problems, and the timely application of corporate resources to preclude subcontract problems from impacting overall prime contractor performance.
- Assess the Prime Contractor's effort devoted to managing subcontracts and whether subcontractors were an integral part of the Contractor's team. Are the Contractor's management, on-site, and home office personnel exhibiting the capacity to adequately plan, schedule, resource, organize, and otherwise manage the work? If not, describe and relate to other rated elements.

Consider the following aspects of performance:

Management Responsiveness. Assess the timeliness, completeness, and quality of problem identification, corrective action plans, proposal submittals (especially responses to change orders, Engineering Change Proposals (ECPs), or other UCAs), the Contractor's history of reasonable and cooperative behavior, effective business relations, and customer satisfaction. Consider the Contractor's responsiveness to the program as it relates to meeting contract or order requirements during the period covered by the report.

Subcontract Management. Assess the Contractor's success with timely award and management of subcontracts.

- Assess the Prime Contractor's effort devoted to managing subcontracts and whether subcontractors were an integral part of the Contractor's team. - Consider efforts taken to ensure early identification of subcontract problems, and the timely application of corporate resources to preclude

subcontract problems from impacting overall Prime Contractor performance.

- Consider efforts taken to ensure prompt subcontractor payment.
- Assess the Prime Contractor's managing of subcontractors to ensure compliance with labor and safety standards at the subcontract level.
- If the contract is set-aside for small business, assess the Contractor's compliance with any limitations on subcontracting.

Program Management and Other Management. Assess the extent to which the Contractor: discharges its responsibility for integration and coordination of all activity needed to execute the contract or order; identifies and applies resources required to meet schedule requirements; assigns responsibility for tasks and actions required by contract or order; communicates appropriate information to affected program elements in a timely manner. Assess the Contractor's risk management practices, especially the ability to identify risks, and to formulate and implement risk mitigation plans. If applicable, identify any other areas that are unique to the contract or order, or that cannot be captured elsewhere under the Management element.

Integration and coordination of activities should reflect those required by the Integrated Master Plan or Schedule. Also consider the adequacy of the Contractor's mechanisms for tracking contract or order compliance, recording changes to planning documentation and management of cost and schedule control system, and internal controls, as well as the Contractor's performance relative to management of data collection, recording, and distribution as required by the contract or order.

Management of Key Personnel (Applicable when the contract/order contains a Key Personnel clause). Assess the contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel. For example:

- How well did the contractor match the qualifications of the key position, as described in the contract/order, with the person who filled the key position?
- Did the contractor support key personnel so they were able to work effectively?
- If a key person did not perform well, what action was taken by the contractor to correct this?
- If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract or order schedule?

REGULATORY COMPLIANCE:

(e.g failure to report in accordance with contract terms and conditions, late or nonpayment to subcontractors, trafficking violations, tax delinquency, defective cost or pricing data, terminations, suspension and debarments) Assess compliance with all terms and conditions in the contract/order relating to applicable regulations and codes, using the Evaluation Ratings Definitions. Consider aspects of performance such as compliance with financial, environmental (example: Clean Air Act, Clean Water Act), safety, and labor regulations as well as any other reporting requirements in the contract terms and conditions.

Consider questions such as the following:

- Has the contractor complied with all contract clause requirements?
- Has the contractor complied with the reporting requirements of the contract?
- Has the contractor complied with the quality assurance surveillance plan?
- Has the contractor complied with specifications or other contractual requirements in the contract such as FAPIIS reporting, CAS reporting, safety requirements, environmental reporting, and standard and unique contract requirements specific to that contract?

DEFINITIONS:

Rating: Exceptional

Definition: Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.

Note: To justify an Exceptional rating, identify multiple significant events and state how these events were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.

Rating: Very Good

Definition: Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.

Note: To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.

Rating: Satisfactory

Definition: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear, or were, satisfactory.

Note: To justify a Satisfactory rating, there should have been only minor problems, or major problems that the Contractor recovered from without impact to the contract or order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that Contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract or order.

Rating: Marginal

Definition: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective, or were not fully implemented.

Note: To justify Marginal performance, identify a significant event in each category that the Contractor had trouble overcoming, and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).

Rating: Unsatisfactory

Definition: Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.

Note: To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming, and state how these events impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an Unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the Contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).