

## ATTACHMENT E- PAST PERFORMANCE QUESTIONNAIRE

**SOLICITATION: 36C78618Q9524****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](mailto:kenneth.dougherty@va.gov) no later than three days after the solicitation closing date provided in the RFQ. **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): <b>WOULD or WOULD NOT</b>		"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).