CONTRACTOR PERFORMANCE ASSESSMENT QUESTIONNAIRE

NAME/ADDRESS OF CONTRACTOR

Company Name:

Division Name:

Street Address:

City: State/Province:

Zip Code: Country:

CAGE Code: DUNS Number: PSC: NAICS Code:

Contract Percent Complete: **Contract Number:**

Business Sector: {Select One} **Sub-Sector:** {Select One}

Contracting Office:

Contracting Officer: **Phone Number:**

Location of Work:

Award Date: **Effective Date:**

Completion Date: **Estimated/Actual Completion Date:**

Total Dollar Value: **Current Contract Dollar Value:**

Complexity: {Select One} **Contract Type:** {Select One}

KEY SUBCONTRACTOR(S) AND EFFORT PERFORMED

Key Subcontractor(s):

DUNS Number:

Effort Performed:

Project Title:

Contract Effort Description:

Small Business Utilization:

- Does this contract include a subcontracting plan? {Select One}
- Date of last Individual Subcontracting Report/Summary Subcontracting Report:

Variance (Contract-to-Date):

EVALUATION AREAS

Quality:	{Select One}
Schedule:	{Select One}
Cost Control:	{Select One}
Management:	{Select One}
Utilization of Small Business:	{Select One}
Regulatory Compliance:	{Select One}

ASSESSING OFFICIAL COMMENTS

Quality:

Schedule:

Cost Control:

Management:

Management Responsiveness:

Subcontract Management:

Program Management and Other Management:

Management of Key Personnel:

Utilization of Small Business:

Regulatory Compliance:

RECOMMENDATION:

Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I {Select One} recommend them for similar requirements in the future.

NAME AND TITLE OF ASSESSING OFFICIAL

Name:	Title:
Organization:	Phone Number:
Email Address:	Date:

INSTRUCTIONS FOR COMPLETING THE CONTRACTOR PERFORMANCE ASSESSMENT QUESTIONNAIRE

NAME/ADDRESS OF CONTRACTOR. State the name and address of the division or subsidiary of the contractor that is performing the contract/order. Identify the parent corporation (no address required). Identify the DUNS+4 number, Product or Service Code (PSC), and North American Industrial Classification System (NAICS) code.

CONTRACT PERCENT COMPLETE. Enter the percent of the contract/order that has been completed at the time of this assessment. Use data from any Earned Value Management Systems, progress reports, and schedule and payment information as applicable to determine the percentage complete.

CONTRACT NUMBER. Use the contract number as identified on the contract, except in the case of BOAs, BPAs, GSA or Department of Veterans (VA) schedules, GWACs/MACS and other agency orders. If an order/call is issued under a BOA, BPA, GSA or VA schedule, GWAC/MAC or other agency contract/agreement, the number should match the master contract number. The order number field should be used to reflect the contract/schedule/agreement number for the order/call. For orders issued against BPAs placed against Federal Supply Schedules, the contract number should be the BPA number and the order number should be the number of the individual order/call.

BUSINESS SECTOR AND SUB-SECTOR. Identify the Business Sector as Systems, Non-Systems, Architect-Engineer, or Construction. For Systems and Non-Systems contracts/orders, identify the appropriate Sub-Sector. The Systems Sub-Sectors are: Aircraft, Shipbuilding, Space, Ordnance, Ground Vehicles, Training Systems, Other Systems and Science and Technology – Systems. The Non-Systems Sub-Sectors are: Professional/Technical and Management Support Services, Repair and Overhaul (excludes ship repair and overhaul), Facilities Services, Transportation and Transportation Related Services, Software, Hardware, Telecommunications Equipment or Services, Mechanical, Structural, Electronics, electrical, Ammunition, Personnel Support, Facilities Equipment and Supplies, Fuels, Vehicles and Other Related Equipment, and Science and Technology – Non-Systems.

CONTRACTING OFFICE. Identify the contracting office by the Unit Identification Code (UIC).

CONTRACTING OFFICER. Self-explanatory.

PHONE NUMBER: Include the commercial phone number in the following format: (XXX)XXX-XXXX.

LOCATION OF WORK. Provide a geographical reference for the principal place of performance if performance is not at the contractor's location or at a Government-owned, contractor operated facility, including city, state, and zip code.

AWARD DATE. Identify the date (MM/DD/YYYY) of the contract/order award.

EFFECTIVE DATE. Identify the date (MM/DD/YYYY) that actual contract/order performance is set to begin only if that date is later than the award date.

COMPLETION DATE. Identify the last possible date (MM/DD/YYYY) of the contract/order performance (e.g., the last calendar day of the last option period).

ESTIMATED/ACTUAL COMPLETION DATE. Identify the date that the work is estimated to be complete or was completed and accepted by the Government. If the contract/order was terminated, enter the date that the termination became effective.

TOTAL DOLLAR VALUE. Enter the total value of the contract/order, including unexercised options.

CURRENT CONTRACT DOLLAR VALUE. State the current obligated amount including modifications and options that have been exercised. For incentive contracts/orders, state the target price or total estimated amount.

COMPLEXITY. Describe the contract/order technical complexity in accordance with the following definitions.

Low – The contract requires mature, proven technologies or services of a non-complex nature, such as the production of simple items or performance of simple operations. Contract requirements are simple and efforts are routine; highly skilled labor is not required in order to meet contract requirements. The contract may be for a follow-on, repetitive type, or commercial acquisition. Contract requirements can be accomplished with a low degree of management effort and routine services may be performed with minimal supervision. Examples include commercial-off-the-shelf supplied or parts and commercial services such as grounds keeping.

Medium – The contract requires mature, proven technology or services of a moderately complex nature. While the technology may be moderately complex and the services require skilled labor, no new technology is being developed and the technology is being used for proven applications only; no new applications of the technology are being performed. Contract specifications have moderate tolerances and may have a routine delivery schedule. A moderate degree of management oversight is required to ensure accomplishment of contract requirements. Examples include night vision goggles, design and construction services for routine repairs and alterations to real property, and financial support services.

High – The contract requires new technology or services, or a new application of existing technology or services, with a high degree of technical uncertainty. Performance requires state of the art machinery or highly skilled personnel. Contract specifications include stringent tolerance limits and services must be performed to exacting standards. The contract may have an accelerated delivery schedule. A high degree of management effort is required to ensure accomplishment of contract requirements. Examples include development of new aircraft or weapons systems.

CONTRACT TYPE. Identify the contract/order type. For mixed contract/order types, select the predominant contract/order type based on the aggregate of all Contract Line Item Numbers.

KEY SUBCONTRACTORS AND EFFORT PERFORMED. Identify subcontractors, including DUNS+4 number, performing either a critical aspect of the contracted effort or more than 25 percent of the dollar value of the effort. If possible, include the amount of subcontract costs of the total contract/order effort. Discussion of the prime contractor's management of the subcontractor should be included under the Management evaluation area.

PROJECT TITLE. Provide a short but detailed descriptive narrative (in plain English) of the program or project that informs the reader of the programs or project's purpose and intent. A good source for this description can be found in the statement of work or performance work statement. Spell out all abbreviations or acronyms.

CONTRACT EFFORT DESCRIPTION. Provide a detailed description of the contract/order effort that identifies the key requirements and/or type of effort. This section is of critical importance to source selection officials. The description should be detailed enough so that it can be used in determining the relevance of this program or project to the source selection. It is important to address the complexity of the contract/order effort and the overall technical risk associated with accomplishing the effort. Provide a complete description of the contract/order effort that identifies key technologies, components, subsystems, and requirement. For task/delivery order contracts, state the number of orders issued during the period of performance, and the number of orders that remain active. A good source for this description can be found in the statement of work or performance work statement. Spell out all abbreviations or acronyms.

For contracts/orders that include multiple functional disciplines or activities, separate them into categories to: 1) reflect the full scope of the contract/order, and 2) allow grouping of similar work efforts within the categories to avoid unnecessary segregation of essentially similar specialties or activities. Each category or area should be separately

numbered, titled and described within this section to facilitate cross-referencing with the evaluation of the contractor's performance within each evaluation area.

SMALL BUSINESS UTILIZATION. Self-explanatory.

VARIANCE (CONTRACT-TO-DATE). If Cost Performance Report (CPR) or Cost/Schedule Status Review (C/SSR) data are available, identify the current percent cost variance to date, the Government's estimated variance at completion (percent), and the cumulative schedule variance (percent). Indicate the cutoff date for the CPR or C/SSR used.

Compute current cost variance percentage by dividing cumulative cost variance to date (column 6 of the C/SSR) by the Earned Value and multiply by 100.

Compute Variance at Completion (VAC) cost percentage by subtracting the Estimate at Completion (EAC) from the Budget at Completion (BAC), dividing the result by the Budget at Completion (BAC) and multiply by 100. If the contract baseline was formally adjusted, provide the date.

Compute cumulative schedule variance percentage by dividing the Earned Value less Planned Value by Planned Value and multiply and 100. If the schedule variance exceeds 15 percent (positive or negative), briefly discuss in the Assessing Official Comments the significance of this variance for the contract/order effort.

EVALUATION AREAS. Insert a rating for each area. Evaluation ratings and definitions to be used by the AO are as follows:

Rating	Definition	Note
Exceptional	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.	To justify an **Exceptional** rating, identify multiple significant events and state how they 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.
Very Good	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.	To justify a **Very Good** rating, identify a significant event and state how it was of benefit to the Government. There should have no significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. 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 appear or were satisfactory.	To justify a **Satisfactory** rating, there should have only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that the contractor will not be evaluated with a rating lower than **Satisfactory** solely for not performing beyond the requirements of the contract/order.
Marginal	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	To justify a **Marginal** rating, identify a significant in each category that the contract 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

	marginally effective or were not fully implemented.	deficiency (e.g., management, quality, safety, or environmental deficiency report of letter).
Unsatisfactory	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 serious problem(s) for which contractor's corrective actions appear or were ineffective.	To justify an **Unsatisfactory** rating, identify multiple significant events in each category that the contractor had trouble overcoming and stat how it 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 tool used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).

Each area evaluation must be supported by objective data or subjective observations that will be provided in the Assessing Official Comments. Facts to support specific areas of the evaluation must be from the Program Manager, Contracting Officer and other Government specialists familiar with the contractor's performance on the contract/order. Such specialists may, for example include the Contracting Officer's Representative (COR) for the program, Senior Resident Engineer (RE), Project Manager (PJM) and may also be from engineering, quality, logistics, contracting, maintenance, security, data, etc.

The amount of risk inherent in the effort should be recognized as a significant factor and taken into account when assessing the contractor's performance. When a contractor identifies significant technical risk and takes action to abate those risks, the effectiveness of these actions should be included in the detailed narrative supporting the ratings.

The CPAQ is designed to assess the prime contractor performance. In those evaluation areas where subcontractor actions have significantly influenced the prime contractor's performance in a negative or positive way, record the subcontractor actions in the Assessing Official Comments.

While the evaluation areas represent broad categories, the AO should include clear, supportable information for each area based on objective facts supported by program, quality, and other performance data tailored to the contract type, dollar value, and complexity of the requirement. The AO should present enough information in each applicable category to accurately describe the contractor's performance in a way that provides useful insight for the source selection officials. A fundamental principle of assigning ratings is that the contractor will not be assessed at a rating lower than satisfactory solely for not performing beyond the requirements of the contract/order.

Evaluate all areas which pertain to the contract/order unless they are not applicable ("N/A").

QUALITY:

<u>For **SYSTEMS** contracts/orders, consider the following aspects of contractor performance:</u>

Product Performance. Assess the achieved product performance relative to performance parameters required by the contract/order.

Systems Engineering. Assess the contractor's effort to transform operational needs and requirements into an integrated system design solution. Areas of focus should be: the planning and control of technical program tasks, the quality and adequacy of the engineering support provided throughout all phases of contract/order execution, the

integration of the engineering specialties, management of interfaces, interoperability, and the management of a totality integrated effort of all engineering concerns to meet cost, technical performance, and schedule objectives.

Systems engineering activities ensure that integration of these engineering concerns is addressed upfront and early in the design/development process. The assessment should cover these disciplines: systems architecture, design, manufacturing, integration and support, configuration control, documentation, test and evaluation.

The assessment for test and evaluation should consider success/problems/failure in developing test and evaluation objectives; planning test, simulation and/or demonstrations; in accomplishing those objectives and on the timeliness coordination and feedback of the test results (simulations/demonstrations) into the design and/or manufacturing process.

Other activities include: producibility engineering, logistics support analysis, supportability considerations (maintenance personnel /skills availability or work-hour constraints, operating and cost constraints, allowable downtime, turn-around-time to service/maintain the system, standardization requirements), survivability, human factors, reliability, quality, maintainability, availability, inspectibility, etc.

The assessment of system engineering needs to remain flexible to allow the evaluator to account for program-unique technical concerns and to allow for the changing systems engineering environment as a program moves through the program phase, e.g., Engineering and Manufacturing Development, Production.

Software Engineering. Assess the contractor's success in meeting contract/order requirements for all applicable software engineering based activities and processes. Software engineering activities include, as appropriate, software development, design, code, and unit test; application of reuse, COTS and other non-developmental software components; integration and test, and acceptance test support; and sustainment. Software processes include, for example, software size, effort, and schedule estimation; requirements analysis, development, and management; software configuration management; software risk identification and management; metrics collection and analysis, technical reviews, decision analysis and software quality assurance and control, each as they specifically address software engineering activities.

Consider the contractor's success with respect to:

- Planning a software development, integration, and testing effort that includes compatible cost schedule and performance baselines.
- Delivering expected software driven capabilities on cost and on schedule.
- Effective software metrics collection/analysis and status monitoring/reporting that provide the software visibility necessary to identify timely corrective actions and appropriately execute them.
- Staffing with the software knowledge, skills, and abilities needed to execute the contract/order across the lifecycle; timely assignment of the appropriate numbers of software staff.
- Awareness and control of software size and stability to enable tracking and allowing growth according to vetted enhancements vice scope creep.
- Effective testing and integration of development software within the larger system test and evaluation effort.
- Effective processes to acquire, integrate, and test commercial and/or Government off-the-shelf (COTS/GOTS) software and to achieve planned software reuse.
- Achieving software assurance.
- Consistent application of documented software engineering and management processes, including technical reviews, in alignment with contract/order requirements.

Logistics Support. Assess the success of the contractor's performance in accomplishing logistics planning. For example, maintenance planning; manpower and personnel; supply support; support equipment; technical provisioning data; training and support; computer resources support; facilities; packaging, handling, storage and transportation; design interface; the contractor's performance of logistics support analysis activities and the contractor's ability to successfully support fielded equipment. When the contract/order requires technical and/or engineering data deliverables, the cognizant cataloging and/or standardization activity comments should be solicited.

Product Assurance. Assess how successfully the contractor meets program quality objectives; e.g. producibility, reliability, maintainability, inspectability, testability, and system safety, and controls the overall manufacturing process. The AO must be flexible in how contractor success is measures, e.g., data from design test/operational testing successes, field reliability and maintainability and failure reports, user comments and acceptance rates, improved subcontractor and vendor quality, and scrap and rework rates. These quantitative indicators may be useful in source selection evaluations, in demonstrating continuous improvement, quality and reliability leadership that reflects progress in total quality management. Assess the contractor's control of the overall manufacturing process to include material control, shop flooring planning and control, status and control, factory floor optimization, factory design, and factory performance.

Other Technical Performance. Assess all other technical activity critical to successful contractor/order performance. Identify any additional evaluations aspects that are unique to the contract/order or that cannot be captures in another sub-element.

<u>For **NON-SYSTEMS** contracts/orders, consider the following aspects of contractor performance:</u>

Assess the contractor's conformance to contract/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:

- Accuracy of reports/data.
- Degree that the product or service provided meets the specifications of the contract/order.
- Degree that contractor's work measures up to commonly accepted technical or professional standards.
- Degree of Government technical direction required to solve problems that arose during performance.

Operations Support. Assess how successfully the contractor meets program/project quality objectives such as producibility, reliability, maintainability and inspectability. The AO must be flexible in how contractor success is measured; e.g., using data from field reliability and maintainability, and failure reports, user comments and acceptance rates, and scrap and rework rates. These quantitative indicators may be useful in source selection evaluations, in demonstrating continuous improvement, quality and reliability leadership that reflects progress in total quality management. Assess the contractor's control of the overall production process to include material control, shop planning and control, and status.

SCHEDULE:

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

This assessment of the contractor's adherence to the required delivery schedule should include the contractor's efforts that contribute to or affect the schedule variance. Also, address significance of scheduled events (e.g., design reviews) discuss causes, and assess the effectiveness of contractor corrective actions. This element applied to contract/order closeout activities as well as contract/order performance. Instances of adverse actions such as the evaluation of

liquidation 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/order schedule and should, therefore, be noted in the assessment.

Consider 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 milestones dates?
- Has the contractor met physical milestones 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 it's own volition?
- Has the contractor furnished all required deliverables on or ahead of schedule?
- Has the contract furnished updated project schedules on a timely basis?

COST CONTROL: (Not required for fixed price type contracts/orders)

Assess the contractor's effectiveness in forecasting, managing, and controlling contract/order cost. If the contractor is experiencing cost overrun or underrun, discuss the causes and contractor-proposed solutions for the cost overrun or underrun. For contracts/orders where task or contract sizing is based upon contractor-provided person hour estimates, the relationship of these estimates to ultimate task cost should be assessed. In addition, the extent to which the contractor demonstrates a sense of cost responsibility, through the efficient use of resources, in each work effort should be assessed. Consider questions such as the following:

- Does the contractor keep within the total estimated cost (what is the relationship of the negotiated costs and budgeted costs to actuals)?
- Did the contractor do anything innovative that resulted in cost savings?
- Were billings current, accurate, and complete?
- Are the contractor's budgetary internal controls adequate?
- Has the contractor provided a design that can be constructed with the available funds?
- Has the contractor notified the Government and taken necessary corrective actions when the cost estimate exceeds available funds?

Evaluation information regarding performance under an Undefinitized Contract Action (UCA), including letter contracts and actions where price has not yet been negotiated, shall be included in the assessment. If the final negotiated contract/order type is not a cost-type, cost information for the period the UCA was in effect shall be included under the Cost Control rating element. The narrative shall fully explain the contractor's performance during the UCA, including definitization of the contract/order. The contractor's performance under the UCA shall be separately identified by considered in the overall rating.

MANAGEMENT:

Assess the integration and coordination of all activity needed to execute the contract/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 to controversy), customer satisfaction, timely award and management of subcontracts. Consider questions such as the following:

- Is the contractor oriented toward the customer?
- Is interaction between the contractor and Government satisfactory or does it need improvement?

- Include the adequacy of the contractor's accounting, billing, estimating systems and the contractor's management of Government furnished property (GFP) if a substantial amount of the GFP has been provided to the contractor under the contract/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 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 rates 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, 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/order requirements.

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 subcontractor 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/order; identifies and applies resources required to meet schedule requirements; assigns responsibility for tasks/actions required by the contract/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 formulate and implement risk mitigation plans. If applicable, identify any other areas that are unique to the contract/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/Schedule. Also consider the adequacy of the contractor's mechanisms for tracking contract/order compliance, recording changes to planning documentation and management of cost and schedule control systems, and internal controls, as well as the contractor's performance relative to management of data collection, recording and distribution as required by the contract/order.

Management of Key Personnel. Assess the contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel. Consider questions such as the following:

- 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 the situation?
- 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/order schedule?

Utilization of Small Business. FAR Subpart 19.7 and 15 U.S.C. 637 contain statutory regulations for complying with the Small Business Subcontracting Program. Assess whether the contractor provided maximum practicable opportunity for Small Business (including Alaska Native Corporations (ANC) and Indian Tribes) (including Small Disadvantaged Businesses which also includes ANCs and Indian Tribes), Women Owned Small Businesses, HUBZone, Veteran Owned, Service Disabled Veteran Owned Small Business, and ANCs and Indian Tribes that are not Small Disadvantaged Businesses or Small Businesses to participate in contract/order performance consistent with efficient performance of the contract/order.

Assess compliance with all terms and conditions in the contract/order relating to Small Business participation (including FAR 52.219-8, Utilization of Small Businesses and FAR 52.219-9, Small Business Subcontracting Plan, when required. Assess any small business participation goals which are stated separately in the contract/order. Assess achievement on each individual goal stated within the contract/order or subcontracting plan including good faith effort if the goal was not achieved.

It may be necessary to seek input from the Small Business specialist or Contracting Officer in regards to the contractor's compliance with these criteria. For DoD in cases where the contractor has a comprehensive subcontracting plan, request DCMA Comprehensive Subcontracting Plan Manager to provide input including any program specific performance information.

For contracts/orders subject to a commercial subcontracting plan, the Utilization of Small Business factor should be rated "satisfactory" as long as an approved plan remains in place, unless liquidated damages have been assessed by the Contracting Officer who approved the commercial plan (see FAR 19.705-7(h)). In such case, the Utilization of Small Business area must be rated "unsatisfactory".

This area must be rated for all contracts/order that contain a small business subcontracting goal. Ratings will be in accordance with the definitions described below when 52.219-9 is used.

Rating	Definition	Note
Exceptional	Exceeded all statutory goals or goals as negotiated. Had exception success with initiatives to assist, promote, and utilize small business (SB), small disadvantaged Business (SDB), women-owned small business (WOSB), HUBZone small business, veteran-owned small business (VOSB) and service disabled veteran owned small business (SDVOSB). Complied with FAR 52.219-8, Utilization of Small Business Concerns. Exceeded any other small business participation requirements incorporated in the contract/order, including the use of small businesses in mission	To justify an **Exceptional** rating, identify multiple significant events and state how they were a benefit to small business utilization. A singular benefit, however, could be of such magnitude that it constitutes an **Exceptional** rating. Small businesses should be given meaningful and innovative work directly related to the contract, and opportunities should not be limited to indirect work such as cleaning offices, supplies, landscaping, etc. Also, there should have been no significant weaknesses identified.

	critical aspects of the program. Went above and beyond the required elements of the subcontracting plan and other small business requirements of the contract/order. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.	
Very Good	Met all of the statutory goals or goals as negotiated. Had significant success with initiatives to assist, promote and utilize SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB. Complied with FAR 52.219-8 Utilization of Small Business Concerns. Met or exceeded any other small business participation requirements incorporated in the contract/order, including the use of small businesses in mission critical aspects of the program. Endeavored to go above and beyond the required elements of the subcontracting plan. Completed and submitted Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate and timely manner.	To justify a **Very Good** rating, identify a significant event and state how they were a benefit to small business utilization. Small businesses should be given meaningful and innovative opportunities to participate as subcontractor for work directly related to the contract, opportunities should not be limited to indirect work such as cleaning offices, supplies, landscaping, etc. There should no significant weaknesses identified.
Satisfactory	Demonstrated a good faith effort to meet all of the negotiated subcontracting goals in the various social-economic categories. Complied with FAR 52.219-8 Utilization of Small Business Concerns. Met any other small business participation requirements included in the contract/order. Completed and submitted Individual Subcontract Reports and/or Summary Subcontracting Reports in an accurate and timely manner.	To justify a **Satisfactory** rating, there should have been only minor problems, or major problems the contractor has addresses or taken corrective action. There should have been no significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be assessed a rating lower than **Satisfactory** solely for not performing beyond the requirements of the contract/order.
Marginal	Deficient in meeting key subcontracting plan elements. Deficient in complying with FAR 52.219-8, Utilization of Small Business Concerns, and any other small business participation requirements in the contract/order. Did not submit Individual Subcontract Reports and/or Summary Subcontract Reports in an accurate or timely manner. Failed to satisfy one or more requirements of a corrective action plan currently in place; however, does show an interest in bringing performance to a satisfactory level and has demonstrated a commitment to apply the necessary resources to do so. Required a corrective action plan.	To justify a **Marginal** rating, identify a significant event that the contractor had trouble overcoming and how it impacted small business utilization. A **Marginal** rating should be supported by referencing the actions taken by the Government that notified the contractor of the contractual deficiency.
Unsatisfactory	Noncompliant with FAR 52.219-8 and 52.219-9, and any other small business participation requirements in the contract/order. Did not submit Individual Subcontracting Reports and/or Summary Subcontract Reports in an accurate or timely manner. Showed little interest in bringing performance to as satisfactory level or is generally uncooperative. Required a corrective action plan.	To justify an **Unsatisfactory** rating, identify multiple significant events that the contractor had trouble overcoming and state how it impacted small business utilization. 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 actions taken by the Government to notify the contractor of the deficiencies. When an **Unsatisfactory**

		rating is justified, the Contracting Officer must consider whether the contractor made a good faith effort to comply with the requirements of the subcontracting plan required by FAR 52.219-9 and follow the procedures outlined in FAR 52.219-16, Liquidated Damages-Subcontracting Plan.

Note: Generally, zero percent is not a goal unless the Contracting Officer determined when negotiating that subcontracting plan that no subcontracting opportunities exist in a particular social-economic category. In such cases, the contract shall be considered to have met the goal for any social-economic category where the goal negotiated in the plan was zero.

Regulatory Compliance. Assess compliance with all terms and conditions in the contract/order relating to applicable regulations and codes. Consider aspects such as 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, suspensions and debarments. Also consider performance aspects such as compliance with financial, environmental (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/order clause requirements?
- Has the contractor complied with the reporting requirements of the contract/order?
- Has the contractor complied with the quality assurance surveillance plan?
- Has the contractor complied with FAPIIS reporting, CAS reporting, safety requirements, environmental reporting, and stand and unique contract requirements specific to that contract?

ASSESSING OFFICIAL COMMENTS:

A factual, detailed narrative is required for all assessments regardless of rating. Cross-reference the comments in the Assessing Official narrative to their corresponding assessment area. Each detailed narrative statement in support of the area must contain clear and concise objective information that accurately reflects the contractor's performance under the contract/order. It is also important for the information reported to include current, accurate, and complete statements about the contractor's performance because this information will assist, inform, and influence the source selection and award decision. An exceptional cost performance evaluation could, for example, cite the current underrun dollar value and estimate at completion. A marginal assessment could, for example, be supported by information concerning personnel changes or schedule delinquency rate. Key personnel familiar with the effort may have been replaced by less experienced personnel. Sources of the data used by the AO for the assessment may include operational test and evaluation results; technical interchange meetings; production readiness reviews; earned contract/order incentives; award fee evaluations; customer/field surveys; or evaluation of contractor reports.

RECOMMENDATION:

The AO must select the applicable choice to the following statement after the Assessing Official Comments: "Given what I know today about the contractor's ability to perform in accordance with this contract or order's most significant requirements, I ('*would or would not*') recommend this contractor for similar requirements in the future."

NAME AND TITLE OF ASSESSING OFFICAL. The AO enters his or her name, title, and organization, phone number in the following format (XXX)XXX-XXXX, and email address, and signs the assessment. The date is entered in the following format MM/DD/YYYY.